1. Conference Meeting Agenda

    Documents:

        CA 1.28.25.PDF

2. Public Meeting Agenda

    Documents:

        PM 1.28.25.PDF

3. Resolution(S)

    3.I. 7-25

        Documents:

            7-25 RESOLUTION APPOINTING GENIECE GARY-ADAMS AS MUNICIPAL HOUSING LIAISON.PDF

    3.II. 9-25

        Documents:

            9-25 RESOLUTION AUTHORIZING MOU WITH FAMILY CONNECTIONS-ADAPT FOR YOUTH SERVICES.PDF
            9-25 MEMORANDUM OF UNDERSTANDING WITH FAMILY CONNECTIONS ADAPT - MOU.PDF

    3.III. 16-25

        Documents:

            16-25 RESOLUTION TO AWARD A CONTRACT EXTENSION FOR EMERGENCY AND NON EMERGENCY TREE SERVICES 2025.DOC
            16-25 EXHIBIT.PDF

    3.IV. 17-25

        Documents:

            17-25 RESOLUTION TO AWARD A CONTRACT EXTENSION FOR TREE REMOVAL SERVICES 2025.PDF
            17-25 EXHIBIT .PDF

    3.V. 26-25

        Documents:

            26-25 RESOLUTION_LTPF FY 2024 S. VALLEY UNION NASSAU WHEATLAND.PDF

    3.VI. 27-25

Documents:

27-25 RESOLUTION - NJ DCA LRIG.PDF

3.VII. 28-25

Documents:

28-25 DWOA BUDGET 2025.PDF

3.VIII. 29-25

Documents:

29-25 REIMBURSEMENT STREET LIGHTING 2024.PDF
29-25 STREET LIGHTING REIMBURSEMENTTABLE 2024.PDF

3.IX. 30-25

Documents:

30-25 RESOLUTION REJECTING BIDS LAKE VINCENT WALKWAY IMPROVEMENTS - REVISED.PDF
30-25 BID TABULATION.PDF

3.X. 31-25

Documents:

31-25 RESOLUTION FOR ONLINE AUCTION 2025.PDF

3.XI. 32-25

Documents:

32-25 RESOLUTION AUTHORIZING DISCHARGE OF MORTGAGE ON 8 HIGH STREET.PDF
32-25 DISCHARGE OF MORTGAGE - 8 HIGH STREET.PDF

3.XII. 33-25

Documents:

33-25 RESOLUTION APPROVING PROPOSAL FROM HENDRICKS REGARDING APPRAISALS SERVICES FOR ROCK SPRING GOLF CLUB.PDF

3.XIII. 34-25

Documents:

34-25 RESOLUTION FOR THE DISPOSAL OF EQUIPMENT - MAIL MACHINE 2025.PDF

3.XIV. 35-25

Documents:

35-25 RESOLUTION LEAF REIMBURSEMENT-LLEWELLYN PARK 2024.PDF
35-25 LEAF REIMBURSEMENT LLP TABLE 2024.PDF

3.XV. 36-25

Documents:

36-25 RESOLUTION APPROVING PROPOSAL FROM MCNERNEY ASSOCIATES REGARDING APPRAISALS SERVICES FOR ROCK SPRING GOLF CLUB.PDF

3.XVI. 37-25

Documents:

37-25 RESOLUTION FOR EMERGENCY SALT-DECEMBER 2024.PDF
37-25 INVOICE.PDF

3.XVII. 38-25

Documents:

38-25 RAFFLE LICENSES 1.6.25.PDF

3.XVIII. 39-25

Documents:

39-25 RESOLUTION AUTHORIZING SERVICE AGREEMENT FOR GOOSE CONTROL TECHNOLOGY - 2025.PDF
39-25 AGREEMENT.PDF

3.XIX. 40-25

Documents:

40-25 RESOLUTION APPOINTING PACO 2025.PDF

3.XX. 41-25

Documents:

41-25 INTERACTIVE INSIGHT RESOLUTION 2025.PDF
41-25 EXHIBIT.PDF

3.XXI. 42-25

Documents:

42-25 EXECUTIVE SESSION 1.28.25.PDF

3.XXII. 43-25

Documents:

43-25 RESOLUTION_WO ROCK SPRING GREEN ACRES SURVEY.PDF

43-25 RFP-RESPONSES-ROCK SPRING GOLF COURSE.PDF

3.XXIII. 44-25

Documents:

44-25 RESOLUTION APPROVING CONTRACT WITH MATRIX NEW WORLD FOR WORK RELATED TO 25 LAKESIDE AVENUE.PDF
44-25 EXHIBIT A-DPW_VI SAMPLING_1.17.2025.PDF
44-25 EXHIBIT B-COMPLETE - VI LETTER REPORT - DPW WEST ORANGE - APRIL 2023.PDF

3.XXIV. 45-25

Documents:

45-25 RESOLUTION EMERGENCY SANITARY SEWER REPAIR -VALLEY ROAD.PDF
45-25 INVOICE.PDF

3.XXV. 46-25

Documents:

46-25 RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH WILENTZ GOLDMAN AND SPITZER P.A. FOR BOND COUNSEL - 2025.PDF
46-25 AGREEMENT TO RETAIN WILENTZ GOLDMAN AND SPITZER AS BOND COUNSEL - 2025.PDF

3.XXVI. 47-25

Documents:

47-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FOX ROTHSCHILD AS SPECIAL LABOR COUNSEL - 2025.PDF
47-25 AGREEMENT 2025.PDF

3.XXVII. 48-25

Documents:

48-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH ANTONELLI KANTOR AS LABOR COUNSEL - 2025.PDF
48-25 AGREEMENT TO ANTONELLI KANTOR AS LABOR COUNSEL - 2025.PDF

3.XXVIII. 49-25

Documents:

49-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITHKING MOENCH COLLINS AS LABOR COUNSEL - 2025.PDF
49-25 AGREEMENT TO KING MOENCH COLLINS AS LABOR COUNSEL - 2025.PDF

3.XXIX. 50-25

Documents:

50-25 RETENTION OF ANTONELLI KANTOR P.C. AS SPECIAL ABC PROSECUTOR - 2025.PDF
50-25 AGREEMENT TO RETAIN ANTONELLI KANTOR P.C. AS SPECIAL ABC PROSECUTOR - 2025.PDF

3.XXX. 51-25

Documents:

51-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FERNANDO MARLIN ESQ. AS PUBLIC DEFENDER - 2025.PDF
51-25 AGREEMENT TO RETAIN FERNANDO MARLIN ESQ. AS PUBLIC DEFENDER - 2025.PDF

3.XXXI. 52-25

Documents:

52-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH JOSEPH M. WENZEL ESQ. AS MUNICIPAL PROSECUTOR - 2025.PDF
52-25 AGREEMENT TO RETAIN JOSEPH WENZEL ESQ. AS MUNICIPAL COURT PROSECUTOR - 2025.PDF

3.XXXII. 53-25

Documents:

53-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH LANDRY BELIZAIRE ESQ. AS MUNICIPAL PROSECUTOR - 2025.PDF
53-25 AGREEMENT TO RETAIN BELIZAIRE LAW AS MUNICIPAL COURT PROSECUTOR - 2025.PDF

3.XXXIII. 54-25

Documents:

54-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH SOUDER LAW GROUP AS RENT LEVELING BOARD COUNSEL - 2025.PDF
54-25 AGREEMENT TO RETAIN SOUDER LAW GROUP AS RENT LEVELING BOARD COUNSEL - 2025.PDF

3.XXXIV. 55-25

Documents:

55-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL AS SPECIAL COUNSEL - 2025.PDF
55-25 AGREEMENT TO RETAIN FLORIO KENNY RAVAL LLP AS SPECIAL COUNSEL - 2025.PDF

3.XXXV. 56-25

Documents:

56-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH

ANTONELLI KANTOR AS SPECIAL COUNSEL - 2025.PDF
56-25 AGREEMENT TO RETAIN ANTONELLI KANTOR P.C. AS SPECIAL COUNSEL - 2025.PDF

3.XXXVI. 57-25

Documents:

57-25 EXECUTION OF PROFESSIONAL SERVCIES AGREEMENT WITH ELLEN OCONNELL AS HEARING OFFICER - 2025.PDF
57-25 AGREEMENT TO RETAIN ELLEN OCONNELL ESQ. FROM PRICE MEESE SHULMAN DARMINIO P.C. AS HEARING OFFICER - 2025.PDF

3.XXXVII. 58-25

Documents:

58-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH WILENTZ GOLDMAN AND SPITZER P.A. FOR REDEVELOPMENT COUNSEL - 2025.PDF
58-25 AGREEMENT TO RETAIN WILENTZ GOLDMAN AND SPITZER AS REDEVELOPMENT COUNSEL - 2025.PDF

3.XXXVIII. 59-25

Documents:

59-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BLAU AND BLAU FOR COMMERCIAL TAX APPEALS - 2025-REDLINED.DOC.PDF
59-25 AGREEMENT WITH BLAU BLAU AS SPECIAL COUNSEL FOR COMMERCIAL TAX APPEALS - 2025-REDLINED.DOC.PDF

3.XXXIX. 60-25

Documents:

60-25 RESOLUTION APPROVING CONTRACT WITH CME FOR UST AT 25 LAKESIDE AVENUE.PDF
60-25 ATTACHMENT.PDF

3.XL. 61-25

Documents:

61-25 REFUND DUPLICATE SEWER PAYMENT.PDF

3.XLI. 62-25

Documents:

62-25 TAX REFUND- CBJ APPEALS.PDF

3.XLII. 63-25

Documents:

63-25 RESOLUTION APPROVING NEW TOWNSHIP ATTORNEY.PDF

3.XLIII. 64-25

Documents:

64-25 RESOLUTION APPROVING NEW TOWNSHIP ATTORNEY - GREGG PASTOR.PDF

3.XLIV. 65-25

Documents:

65-25 RESOLUTION APPROVING NEW TOWNSHIP ATTORNEY - FRIEND WENZEL.PDF

3.XLV. 66-25

Documents:

66-25 EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH BOURNE NOLL AS SPECIAL TAX COUNSEL - 2025-REVISED AND REDLINED.DOC.PDF
66-25 AGREEMENT WITH BOURNE NOLL FOR SPECIAL TAX COUNSEL SERVICES FOR RESIDENTIAL REAL ESTATE TAX APPEALS - 2025 REVISED AND REDLINED.DOC.PDF

3.XLVI. 67-25

Documents:

67-25 RESOLUTION RE AFFORDABLE HOUSING 4933-0300-7491 V.1 (003) - FINAL.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2888-25

Documents:

2888-25 REVISED ORDINANCE AMENDING CHAPTER 5 SECTIONS 35.4 AND 35.18 CHANGING CERTAIN TERMS 4918-2807-9874 V.1.PDF

5. Ordinance(S) On First Reading

5.I. 2889-25

Documents:

2889-25 ORDINANCE KELLY DRIVE SPEED LIMIT 1.28.25.PDF

5.II. 2890-25

Documents:

2890-25 ORDINANCE SUPPLEMENTING CHAPTER 25 OF THE TOWNSHIP OF WEST ORANGE MUNICIPAL CODE BANNING POP-UP PARTIES.PDF

5.III. 2891-25

Documents:

2891-25 FINAL ORDINANCE WO SJ TIER_3_COMPLETE AND GREEN STREETS MODEL.PDF
2891-25 CHART.PDF

5.IV. 2892-25

Documents:

2892-25 ORDINANCE AMENDING MEMBERSHIP OF OPEN SPACE AND RECREATION COMMISSION - 2025.PDF

5.V. 2893-25

Documents:

2893-25 ORDINANCE REPEALING PROVISING ESTABLISHING DIRECTOR OF STAFF OPERATIONS - 2025.PDF

5.VI. 2894-25

Documents:

2894-25 ORDINANCE AMENDING REQUIREMENTS FOR SPECIAL COUNCIL - 2025.PDF

6. ABC Hearing

6.I. 755-24

Documents:

755-24 PERSON TO PERSON TRANSFER -2025.PDF

6.II. 756-25

Documents:

756-25 RENEWAL RESOLUTION (5) 1.28.25.PDF

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street

Tuesday, January 28, 2025

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 January 7, 2025, and published in the West Orange Chronicle on January 16, 2025.

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

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6:30 P.M.

- **2025 Reval - Jacob Nieman, Tax Assessor**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, January 28, 2025-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 notice for this meeting was emailed to the Star Ledger and the West Orange Chronicle on January 7, 2025 and published in the West Orange Chronicle on January 16, 2025.

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

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

1. **Public Comment**

2. ***Consent Agenda**

3. ***Approval of Minutes of Previous Meeting –** Special Meeting - December 20, 2024 and Public Meeting January 6, 2025

4. ***Report of Township Officers - None**

6. ***Reading of Petitions and Communications and Bids - None**

7. ***Bill List - None**

8. ***Resolutions**

a. **7-25** Resolution Appointing Geniece Gary-Adams, Zoning Official as Municipal Housing Liaison (Legal-Gengaro)

b. **9-25** Resolution Authorizing Memorandum of Understanding between the Township of West Orange and Family Connections/Adapt Youth Leadership Coalition (Legal-Gengaro)

c. **16-25** Resolution Awarding an Extension of Contract in 2025 for an Additional One Year Period to Rich Tree Service, Inc., 325 Bergen Street, South Plainfield, N.J. 07080 and Downes Tree Service Co., Inc., 65 Royal Avenue, Hawthorne, N.J. 07970 for Emergency and Non-Emergency Tree Services 2025 (P. Reynolds)

d. **17-25** Resolution Awarding an Extension of Contract in 2025 for an Additional One Year Period for Tree Removal Services to Rich Tree Service, Inc., 325 Bergen Street, South Plainfield, N.J. 07080, as the Lowest Responsible Bidder for Trees Under 16" Diameter, Beucler Tree Experts, 48 Harold Street, Tenafly, N.J.07670, as the Lowest Responsible Bidder for Trees Between 16" and 36" in Diameter and Downes Tree Service Co., Inc., 65 Royal Avenue, Hawthorne, N.J. 07970, as the Lowest Responsible Bidder for Trees Above 37" in Diameter (P. Reynolds)

e. **26-25** Resolution Authorizing Professional Land Surveying and Engineering Services for the LTPF FY 2024 NJDOT Local Transportation Project Funds Valley Road, Union Street, Nassau Street and Wheatland Road Improvements to Greenman Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 in an Amount NTE 27,495.00 (Carballo)

f. **27-25** Resolution Authorizing the Township of West Orange to Apply For and Obtain a Grant from the NJ Department of Community Affairs for Approximately $100,000.00 to Carry Out a Project to Lafayette Park Futsal Court Improvements in West Orange (Kehoe)

g. **28-25** **PUBLIC HEARING** and Adoption of Downtown West Orange Alliance Special Improvement District 2025 Budget (Brill)

h. **29-25** Resolution Authorizing the 2024 Reimbursement for Services to Private Communities – Street Lighting (Carballo)

i. **30-25** Resolution Authorizing the Rejection of the Five Bids Received for Lake Vincent Walkway Improvements (Carballo)

j. **31-25** Resolution Authorizing Disposal of Surplus Property (P. Reynolds)

k. **32-25** Resolution Authorizing a Discharge of Mortgage for Property Located at 8 High Street (Legal-Moon)

l. **33-25** Resolution Approving Proposal from Hendricks regarding Appraisals Services for Rock Spring Golf Club (Legal-Trenk)

m. **34-25** Resolution Authorizing Disposal of Equipment – Obsolete Mail Machine (P. Reynolds)

n. **35-25** Resolution Authorizing the 2024 Leaf Collection costs to Llewellyn Park (Carballo)

o. **36-25** Resolution Approving Proposal from McNerney Associates regarding Appraisals Services for Rock Spring Golf Club (Legal-Trenk)

p. **37-25** Resolution Authorizing an Emergency Appropriation in an Amount Not to Exceed $53,870.54 to American Asphalt and Trucking for Emergency Purchase and Delivery of 456.53 Tons of Road Salt (P. Reynolds)

q. **38-25** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

r. **39-25** Resolution Authorizing Service Agreement for Goose Control Technology – 2025

s. **40-25** Resolution Appointing the Township of West Orange Purchasing Agent, Panayiota Reynolds as the Public Agency Compliance Officer (Ditinyak)

t. **41-25** Resolution to Authorize the Purchase of 9-1-1 Recording Equipment, as Part of the Continued Upgrades to the Communications Center (P. Reynolds)

u. **42-25** Resolution Authorizing an Executive Session for the Purpose of Discussing a Matter of Pending or anticipated litigation or contract negotiation specifically **Evaluation of Fourth Round Housing Obligation** (Legal-Trenk)

v. **43-25** Resolution Authorizing a Professional Services Contract for Provide Professional Land Surveying Services for the West Orange Rock Spring Golf Course Green Acres Survey to E2 Project Management, LLC, 87 Hibernia Avenue, Rockaway, NJ 07866, in an Amount NTE $62,990.00. (Carballo)

w. **44-25** A Resolution Approving Proposal from Matrix New World for Environmental Services at the Property Located at 25 Lakeside Avenue, West Orange, for Long Term Monitoring for Vapor Intrusion Investigation and NJDEP Submission in an Amount NTE $21,960.00 (Carballo)

x. **45-25** Resolution Authorizing an Emergency Appropriation in an Amount NTE $64,574.42.00 to Grabowski Construction, Inc., 760 Northfield Ave., West Orange, NJ, 07052 for Emergency Sanitary Sewer Construction to the Township's Sanitary Sewer Main Located in Front of 546 Valley Road (Carballo)

y. **46-25** Resolution Authorizing the Execution of a Professional Service Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Bond Counsel for the Township for 2025 at the Rates Specified in the Agreement (Legal-Trenk)

z. **47-25** Resolution Authorizing the Execution of a Professional Services Agreement with Fox Rothschild, LLP, 49 Market Street, Morristown, NJ to Serve as Labor Counsel for the Township for 2025 at the Rates Specified in the Agreement (Legal-Trenk)

aa. **48-25** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Labor Counsel for the Period January 1, 2025 through December 31, 2025 at an Hourly Rate of $200.00 for Attorneys and $85.00 for Paralegals NTE $90,000 (Legal-Trenk)

bb. **49-25** Resolution Authorizing Retention of King Moench & Collins, LLP, 51 Gibraltar Drive, Suite 2F, Morris Plains, New Jersey 07950, as Labor Counsel for the Period January 1, 2025 through December 31, 2025 at an hourly rate of $175.00 for partners and counsel; $150.00 for associates; and $85 for paralegals NTE $90,000.00 (Legal-Trenk)

cc. **50-25** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Special ABC Prosecutor for the Period January 1, 2025 through December 31, 2025 at an Hourly Rate of $165.00 (Legal-Trenk)

dd. **51-25** Resolution Authorizing Execution of Professional Services Agreement with Fernando Marin Esq. as Public Defender – 2025 at a Rate of $350.00 per Session (Legal-Trenk)

ee. **52-25** Resolution Authorizing Execution of Professional Services Agreement with Joseph M. Wenzel Esq. as Municipal Prosecutor at a Rate of $1,000.00 per Week (Legal-Trenk)

ff. **53-25** Resolution Authorizing Execution of Professional Services Agreement with Belizaire Law P.C., located at 2 Broad Street, Suite 505, Bloomfield, New Jersey, as Municipal Prosecutor at a Rate of $500.00 per Session (Legal-Trenk)

gg. **54-25** Resolution Authorizing Execution of Professional Services Agreement with Souder Law Group, LLP, located at 570 Broad Street, 15th Floor, Newark NJ 07102, as Rent Leveling Board Counsel - 2025 at an Hourly Rate of $225.00 for Attorneys (Legal-Trenk)

hh. **55-25** Resolution Authorizing Execution of Professional Services Agreement with Florio Kenny Raval, LLP, located at 125 Chub Avenue, Suite 310-N, Lyndhurst, NJ 07071, to Provide Services as Special Counsel at an Hourly Rate of $175 for Attorneys and a Retainer of $25,000; (Legal-Trenk)

ii. **56-25** Resolution Authorizing Retention of Antonelli Kantor, P.C., 354 Eisenhower Pkwy., Suite 1000, Livingston, NJ, as Special Counsel for the Period January 1, 2025 through December 31, 2025 at an Hourly Rate of $165.00 for Attorneys (Legal-Trenk)

jj. **57-25** Resolution Authorizing the Execution of a Professional Services Agreement with Ellen O'Connell, Esq., Price, Meese, Shulman & D'Arminio, PC, 50 Tice Blvd., #380, Woodcliff Lake, NJ to Serve as the Hearing Officer for the Township for 2025 at an Hourly Rate of $185.00 (Legal-Trenk)

kk. 58-25 Resolution Authorizing the Execution of a Professional Agreement with Wilentz, Goldman, & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, NJ to serve as Redevelopment Counsel for the Township for 2025 at the Rates Specified in the Agreement (Legal-Trenk)

ll. 59-25 Resolution Authorizing the Execution of a Professional Services Agreement with Blau and Blau, 223 Mountain Avenue, Springfield, NJ to Serve as the Special Tax Counsel for Commercial Properties for the Township for 2025 **at the Rates Specified in the Agreement** (Legal-Trenk)

mm. 60-25 Resolution Approving Proposal from CME Associates for Environmental Services at the Property Located at 25 Lakeside Avenue, West Orange, NJ, for Groundwater Monitoring, Sampling and NJDEP Reporting NTE $83,800.00 (Carballo)

nn. 61-25 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Duplicate Payment of Tax and/or Sewer Charge (K. Longo)

oo. 62-25 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Essex County Board of Taxation (K. Longo)

pp. 63-25 Resolution Authorizing the Execution of a Professional Services Agreement with Edward J. Florio, Esq. of Florio Kenny Raval LLP, 25 Chubb Ave., Suite 310, North Lyndhurst, NJ 07071, to Serve as Township Attorney (Legal-Gengaro)

qq. 64-25 Resolution Authorizing the Execution of a Professional Services Agreement with Gregg F. Pastor, Esq. of Gregg F. Pastor & Associates, 60 Main St, Hackensack, New Jersey, 07601-7049, to Serve as Township Attorney (Legal-Gengaro)

rr. 65-25 Resolution Authorizing the Execution of a Professional Services Agreement with Joseph M. Wenzel, Esq. of Friend & Wenzel, 975 Clifton Ave, #201, Clifton, NJ 07013, to Serve as Township Attorney (Legal-Gengaro)

ss. 66-25 Resolution Authorizing the Execution of a Professional Services Agreement with Bourne Noll & Kenyon, 382 Springfield Avenue, Summit, NJ to Serve as Special Tax Counsel (Residential Properties) for the Township for 2025 **at the Rates Specified in the Agreement** (Legal-Trenk)

tt. 67-25 A Resolution Approving the Department of Community Affairs Calculation of Regional Need for Affordable Housing for Fourth Round Obligation (Legal-Gengaro)

9. Ordinances on Second and Final Reading

a. 2888-25 An Ordinance Amending Certain Terms in Chapter 5 Section 35 of the Revised General Ordinances of the Township of West Orange (Legal-Gengaro)
The Township of West Orange has amended certain outdated terms such as "sexual preference" and has replaced the same with sexual orientation, gender identity, and gender expression.

10. Ordinances on First Reading

a. 2889-25 An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits, General, Of The Revised General Ordinances Of The Township Of West Orange (Carballo)
The Ordinance amends the Traffic Regulations of the Township, and establishes a Speed Limit of 25 miles per hour (MPH) on Kelly Drive. Based on local residents' requests and Stat Track data provided by the Traffic Division of the West Orange Police Department, the Municipal Engineer determined the need for reduced traffic speeds in the area.

b. 2890-25 An Ordinance Amending And Supplementing Chapter 25 Of The Revised General Ordinances Of The Township Of West Orange Banning "Pop-Up" Parties (Legal-Gengaro)

The Township of West Orange (the "Township") has received numerous complaints from residents in various neighborhoods throughout the Township regarding parties, events, and/or gatherings wherein the attendees of the events have purchased tickets or wristbands for entry into residential homes within the Township. The purpose of this Section is to provide recourse for the Township if such "pop-up" parties occur in the future and to put the public on notice that the same are prohibited as a health and safety concern for the general welfare of the public.

c. **2891-25** An Ordinance Amending And Supplementing Chapter 2, Subsection 61, Pedestrian Safety Advisory Board Of The Revised General Ordinances Of The Township Of West Orange Establishing A Complete And Green Streets Advisory Committee And Creating A Complete And Green Streets Policy (Carballo)
This Ordinance amends and supplements Chapter 2-61: "Pedestrian Safety Advisory Board" of the Township's Revised General Ordinances to include to create a complete and green streets advisory committee and amending a complete and green streets policy. This policy provides the Township with a strong and effective strategy for achieving Complete and Green Streets. The complete green streets policy provides the Township the opportunity to meet the criteria needed to gain recognition and apply for grant funds.

d. **2892-25** An Ordinance Amending Chapter 2, Sections 57.1, 57.2, And 57.6 General Ordinances of the Township of West Orange (Open Space and Recreation Committee and Trust Fund) (Legal-Moon)
The purpose of this ordinance is to modify the composition and terms for the membership on the Township of West Orange's Open Space and Recreation Committee including the removal of two members currently appointed by the Mayor and the addition of one additional appointment by the Township Council to be made as a consensus selection by the vote of the majority of the Township Council. In addition, this ordinance modifies all terms on the Committee to one-year terms, but allows for re-appointments.

e. **2893-25** An Ordinance Repealing Chapter 2, Section 5.3 General Ordinances Of The Township Of West Orange (Director Of Staff Operations) (Legal-Moon)
The purpose of this ordinance is to eliminate the position of Director of Staff Operations by way of the repeal of the provisions of the Township of West Orange Municipal Code establishing the position of the Director of Staff Operations.

f. **2894-25** An Ordinance Amending Chapter 2, Section 9.4 General Ordinances Of The Township Of West Orange (Special Counsel) (Legal-Moon)
The purpose of this ordinance is to modify the provisions of the Township of West Orange Municipal Code governing the Township's retention of Special Counsel. This ordinance: (i) requires appointment of Special Counsel by advice and consent of the Township Council; and (ii) require that the bills for Special Counsel shall be subject to approval from the Township Council.

11. Pending Matters/New Matters/Council Discussion

a. Rent Leveling Board-Appointments and Council Liaison
b. Older Adult Advisory Board – 2 Council Consensus Appointment(s)
(1) Rachel Hersey
c. Zoning Board – Mayor - 2 Consensus Appointment(s) with Advice and Consent of Township Council
d. Citizen Budget Advisory Committee – Appointments -2025
e. Ordinance for Phased Transition to Electric-Only Leaf Blowers:
This ordinance seeks to implement a phased approach to transitioning the township's landscaping practices to electric blowers, in recognition of the urgent need to reduce environmental and public health risks. This ordinance limits the use of gas-powered blowers to the peak leaf-collection period. Mounting scientific evidence underscores the dangers posed by the noise, particulate matter, and toxic fumes released by traditional gas-powered equipment, particularly to those with respiratory conditions and landscape workers who face prolonged exposure. The transition to electric blowers is not just a matter of local concern—it is a critical step in addressing the larger climate emergency. The phased-in approach will allow for a sustainable, equitable transition, ensuring that our township leads by example in the fight for a cleaner, healthier future.

12. ABC Hearing

a. **755-25** Person to Person Transfer of Plenary Distribution License No. 0722-44-027-005 from Mountain Society, LLC to Wine Valley Outlet, LLC (Pocket License) (Clerk)

b. **756-24** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the **2024-2025** License Term (Clerk)

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)

Please click the link below to join the webinar:

Public Comment – In Person Only

https://us06web.zoom.us/j/88663023271?pwd=3M8yl4E2WjGy8QYLBRgGXbP7rqyY0l.1

Webinar ID: 886 6302 3271

Passcode: 679298

Dial In: 646 931 3860

Next Meeting Date(s): February 11, 2025

Agenda is subject to change.

7-25
January 28, 2025

RESOLUTION APPOINTING ZONING OFFICIAL AS MUNICIPAL HOUSING LIAISON

WHEREAS, pursuant to P.L. 2024, c.2, the Township of West Orange (the "Township") is required to appoint a Municipal Housing Liaison for the oversight of administration of the Township's affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, Chapter 25 Section 18.17 provides for the appointment of a Municipal Housing Liaison to administer the Township's affordable housing program., and

WHERAS, Chapter 25 Section 18.17 requires that the Municipal Housing Liaison shall be appointed with the approval of the governing body; and

WHEREAS, the Municipal Housing Liaison is an uncompensated position; and

WHEREAS, Geniece Gary-Adams has all required certifications to hold the position as Municipal Housing Liaison.

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange, does and hereby approves the appointment of Geniece Gary-Adams as Municipal Housing Liaison pursuant to Township Code § 25-18.17 and the Fair Housing Act.

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

RESOLUTION AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WEST ORANGE AND FAMILY CONNECTIONS/ ADAPT YOUTH LEADERSHIP COALITION

WHEREAS, the Township received a grant from the Division of Mental Health and Addition Services ("DHMAS") for funding for a youth leadership program; and

WHEREAS, Family Connections/ADAPT Youth Leadership Program ("ADAPT") shall provide services including start-up support to West Orange High School counselors to train West Orange High School Peer Leaders, provide information to the student community regarding the consequences of underage drinking, marijuana use, and wellness/healthy living strategies; and

WHEREAS, the Memorandum of Understanding ("MOU") memorializing the services to be performed by Family Connections/ADAPT and the terms thereof are annexed hereto as Exhibit **"A;"**

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township be authorized to enter into the MOU annexed hereto as Exhibit **"A;"** and be it further

RESOLVED that the Township Clerk be and is hereby authorized to execute the MOU on behalf of the Mayor; and be it further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak, Council President**

Adopted: January 28, 2025

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWNSHIP OF WEST ORANGE
AND
FAMILY CONNECTIONS/ADAPT YOUTH LEADERSHIP COALITION

This Memorandum of Understanding ("MOU") is hereby entered into between the Township of West Orange (the "Township") and the Family Connections/ADAPT Youth Leadership Prevention Coalition ("ADAPT") for funding for ADAPT's youth leadership community organization whose mission is to prevent and reduce substance use impacting Essex county communities, families and individuals throughout their lifespan.

WHEREAS, the scope of services shall include ADAPT providing start-up support to West Orange High School counselors to train West Orange High School Peer Leaders, provide information to the student community regarding the consequences of underage drinking, marijuana use, and wellness/healthy living strategies;

WHEREAS, events will take place at the high school in the community during later afternoons, evenings, and weekends four to five times during the school year; and

WHEREAS, ADAPT is a social service agency; and

WHEREAS, the Township has received a grant in the amount of $8,363.59 for the period of September 1, 2023 to September 30, 2025; and

NOW, BE IT HEREBY AGREED BY AND BETWEEN THE TOWNSHIP AND MHAEM as follows:

1. **Term of Agreement**. This MOU shall be for the period of September 1, 2023 to September 30, 2025.

2. **Program**. During the term of the program, ADAPT shall provide start-up support to West Orange High School counselors to train West Orange High School Peer Leaders, provide information to the student community regarding the consequences of underage drinking, marijuana use, and wellness/healthy living strategies.

3. **Payment**: ADAPT shall submit statements to Laura Van Dyke, Director of the Department of Senior Services once a quarter and the Township shall make payments based on the same for reimbursement of quarterly activities not to exceed $8,363.59 throughout the term period.

4. **Indemnification**. The Township and ADAPT shall maintain separate insurance with regard to all employees and other aspects of their operations. To the extent that any claim arises with regard to this program, ADAPT shall indemnify the Township to to ensure that they are responsible for their employees' actions. ADAPT shall maintain full and complete insurance in the appropriate amounts for claims of liability. Nothing contained herein shall permit any violation of appropriate laws or ordinances.

5. **Entire Agreement**. The recitals at the beginning of the Agreement are incorporated by reference and made a part of this MOU. The MOU may be supplemented by subsequent writings approved and executed by both parties.

6. **Governing Law and Choice of Forum**. The governing law and appropriate forum shall be the State of New Jersey, Superior Court of New Jersey: Essex County.

TOWNSHIP OF WEST ORANGE	**FAMILY CONNECTIONS/ADAPT YOUTH LEADERSHIP COALITION**
By:_____	By:_____
Mayor Susan McCartney	Jacques Hryshko, CEO
Dated: _____, 2025	Dated: _____, 2025

16-25
January 28, 2025

RESOLUTION TO AWARD A CONTRACT EXTENSION FOR EMERGENCY AND NON-EMERGENCY TREE SERVICES FOR 2025

WHEREAS, Resolution No. 47-24 was authorized by the Township of West Orange Council for **EMERGENCY AND NON-EMERGENCY TREE SERVICES** for 2024 first extension to the contract; and

WHEREAS, the Township wishes to continue contracted Emergency and Non-Emergency Tree Services; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods; and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of these vendors, who are agreeable to existing rates to be charged; and

WHEREAS, the Director of Public Works recommends extension of this contract for a Third and final year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Emergency and Non – Emergency Tree Services contract be extended for the year 2025 for an additional one (1) year period to:

RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080

AND

DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds

certified when funds made available.

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

I hereby certify funds are available from

Account: 01-2010-00-7202-091
Contractual Tree Services
NTE Budgeted Amount

John Ditnyak, Chief Financial Officer

16-25

EMERGENCY AND NON-EMERGENCY TREE SERVICES 2023			DOWNES TREE SERVICE 65 ROYAL AVENUE HAWTHORNE, N.J. 07506		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	$265	$350	$300
2	ONE 7 TON LOG LOADING CRANE with OPERATOR	0-500	$100	$100	$125	$100
3	ONE 2 MAN BRUSH CHIPPING CREW WITH BRUSH CHIPPER AND 12 CY CHIPPER TRUCK	0-500	$190	$175	$225	$200
4	ONE 20 TON 100' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON.	0-500	$300	$275	$325	$300
5	ONE 30 HP OR LARGER STUMP GRINDER	0-500	$50	$100	$75	$50
	TOTALS		$940	$915	$1100	$950

17-25
January 28, 2025

RESOLUTION TO AWARD A CONTRACT EXTENSION FOR TREE REMOVAL SERVICES FOR 2025

WHEREAS, Resolution No. 46-24 was authorized by the Township of West Orange Council for Tree Removal Services for 2024 first extension; and

WHEREAS, the Township wishes to continue contracted tree removal services; and

WHEREAS, the Township desires to extend this contract as allowed in the original bid document giving the Township the option to extend the contract for two (2) one (1) year periods; and

WHEREAS, the West Orange Department of Public Works has been satisfied with the past performance of these vendors, who are agreeable to existing rates to be charged; and

WHEREAS, the Director of Public Works recommends extension of this contract for a third and final year, and the Township Council concurs with this recommendation.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that the Tree Removal Services contract be extended for the year 2025 for an additional one (1) year period period to:

RICH TREE SERVICE, INC.
325 BERGEN STREET
SOUTH PLAINFIELD, N.J. 07080
As the lowest responsible bidder for trees under 16" diameter.

BEUCLER TREE EXPERTS
48 HAROLD STREET
TENAFLY, N.J.07670
As the lowest responsible bidder for trees between 16" and 36" in diameter.

AND

DOWNES TREE SERVICE CO., INC.
65 ROYAL AVENUE
HAWTHORNE, N.J. 07970
As the lowest responsible bidder for trees above 37" in diameter.

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to arrange to pay for the foregoing in accordance with the terms in the purchase order with funds certified when funds made available.

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

Joe Krakoviak, Council President

Adopted: January 6, 2025

I hereby certify funds are available from

Account: 01-2010-00-7202-091
Contractual Tree Services
NTE Budgeted Amount

John Ditnyak, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, NJ 07052

17-25

TREE REMOVAL SERVICES 2023			RICH'S TREE SERVICE 325 BERGEN STREET SOUTH PLAINFIELD, N.J. 07080	DOWNES TREE SERVICE 65 ROYAL AVENUE HAWTHORNE, N.J. 07506	BEUCLER TREE EXPERTS 48 HAROLD STREET TENAFLY, N.J. 07670
ITEM #	TREE SIZE	QUANTITY	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	LESS THAN 16"	0-400	$80.00	$150.00	$275.00
2	16"-23"	0-400	$850.00	$650.00	$575.00
3	24"-30"	0-400	$1,500.00	$1,625.00	$1,475.00
4	31"-36"	0-100	$2,000.00	$2,050.00	$1,900.00
5	37"-41	0-50	$2,500.00	$2,250.00	$2,275.00
6	42"-45"	0-30	$3,000.00	$2,400.00	$2,500.00
7	46"-52"	0-30	$3,000.00	$2,800.00	$3,400.00
8	49"-52"	0-30	$3,500.00	$3,350.00	$3,750.00
9	53"+	0-30	$4,400.00	$4,050.00	$4,250.00
	UNFORSEEN CIRCUMSTANCES SECTION 3.7	EST. HOURS	UNIT PRICE HOURLY RATE	UNIT PRICE HOURLY RATE	UNIT PRICE HOURLY RATE
10	75' BUCKET TRUCK, 12 CY CHIPPING BODY, 14" CAPACITY BRUSH CHIPPER AND 3 MEN CREW	0-300	$300.00	$325.00	$300.00
11	ONE 7 TON LOG LOADING CRANE WITH OPERATOR	0-300	$100.00	$125.00	$100.00
12	ONE 2 MAN BRUSH CHIPPING CREW WITH BRUSH CHIPPER AND 12 CY CHIPPER TRUCK	0-300	$200.00	$225.00	$200.00
13	ONE 20 TON 100' TREE CRANE WITH NJ CERTIFIED OPERATOR, CLIMBER, AND GROUND PERSON	0-300	$300.00	$350.00	$412.50
14	ONE 30HP OR LARGER STUMP	0-300	$50.00	$145.00	$100.00

26-25
January 28, 2025

R E S O L U T I O N

WHEREAS, the Township of West Orange requires Professional Land Surveying and Engineering Services for the LTPF FY 2024 NJDOT Local Transportation Project Funds Valley Road, Union Street, Nassau Street and Wheatland Road Improvements; and

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

WHEREAS, the Township Engineer prepared a Request for Proposals dated November 19, 2024 for these professional design services; and

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

WHEREAS, Greenman-Pedersen, Inc. (GPI), responded to the Request for Proposal; and

WHEREAS, GPI, have performed similar work for the Township on many projects and their work quality is good; and

WHEREAS, by letter dated December 4, 2024 the Township Engineer recommended a professional services contract be awarded to Greenman-Pedersen, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950, for Professional Land Surveying and Engineering Services associated with the LTPF FY 2024 NJDOT Local Transportation Project Funds Valley Road, Union Street, Nassau Street and Wheatland Road Improvements; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of GPI; 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 Greenman-Pedersen, Inc., to provide professional land surveying and engineering services for the LTPF FY 2024 NJDOT Local Transportation Project Funds Valley Road, Union Street, Nassau Street and Wheatland Road Improvements in the amount not to exceed $27,495.00.

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., Municipal Clerk

Joe Krakoviak, Council President

Adopted: January 28, 2025

I hereby certify funds are available from:

ACCOUNT NO.
2023 Capital Budget
Account No. 03-2830-23-0500-010
$27,495.00

John C. Ditinyak, Chief Financial Officer

RESOLUTION **27-25**

Whereas, the Township of West Orange
(formal name of organization)
desires to apply for and obtain a grant from the New Jersey Department of Community Affairs

for approximately $100,000.00 to carry out a project
(dollar amount of request)
to Lafayette Park Futsal Court Improvements in West Orange, NJ.
(briefly describe the project)

Be it therefore RESOLVED,

1) that the Township of West Orange
(formal name of organization)
does hereby authorize the application for such a grant; and,

2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between

Township of West Orange

(formal name of organization)
and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(signature)	**(signature)**
Susan McCartney	Karen J. Carnevale
(type or print name)	**(type or print name)**
Mayor	Municipal Clerk
(title)	**(title)**

CERTIFICATION:

I, Karen J. Carnevale, the Municipal Clerk,
(name of Board Secretary / Government Clerk) **(title of position - Board Secretary or Government Clerk)**
of Township of West Orange
(formal name of organization)
hereby certify that at a meeting of the Board of Directors / Governing Body held on 1/28/2025
(meeting date)
the above *RESOLUTION* was duly adopted.

AFFIX GOV'T, CORPORATE OR NOTARY SEAL

(Signature of Secretary of the Board of Directors or Government Clerk)

(12/03)

Downtown West Orange Alliance 2025
Budget

REVENUE	Projected 2025	
SID Assessments	$ 135,000.00	
Township Contribution Cash	$ 65,809.00	
Township Contribution In-Kind	$ 28,000.00	
Funds Carried Forward	$ 5,000.00	
Fall Fundraiser	$ 5,000.00	
Fundraising (Promotional Events)	$ 30,000.00	
Additional Community Support from Twp West Orange	$ 20,000.00	
Interest Income	$ 100.00	
Total Revenue	$ 288,909.00	
Township Contribution In-Kind	$ (28,000.00)	
Total Revenue without In-Kind	$ 260,909.00	
EXPENSES	Projected 2025	
Total Office Operations	$ 117,000.00	
Total In Kind	$ 28,000.00	
Economic Development	$ 3,909.00	
Insurance & Professional Services	$ 5,000.00	
Marketing & Promotions	$ 64,250.00	
Organization	$ 6,600.00	
Visual Improvement	$ 64,150.00	
Total Expenses	$ 288,909.00	
In-Kind	$ (28,000.00)	
Total Expenses	$ 260,909.00	

29-24
January 28, 2025

RESOLUTION

WHEREAS, on December 21, 1993 the Township of West Orange adopted Ordinance No. 1230-93 which authorized the Township to reimburse qualified private communities for the yearly cost of Street Lighting commencing with 1993; and

WHEREAS, there is attached hereto a report of the Municipal Engineer, recommending reimbursement for 2024 street lighting costs to twenty-one (21) qualified private communities which are condominiums or cooperatives in accordance with the formula for reimbursement set forth in Ordinance No. 1230-93 and codified as West Orange Revised General Ordinance No. 2-71 or in accordance with an Agreement between the private Community and the Township; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the qualified private communities listed on the attached report of the Municipal Engineer Zayibeth Carballo, be reimbursed, as set forth therein, for 2024 Street Lighting Costs.

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

Karen J. Carnevale, R.M.C. **Joe Krakoviak, Council President**

Adopted : January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-9501-148

John Ditinyak, Chief Financial Officer

29-25

2024 STREET LIGHTING REIMBURSEMENT
TO QUALIFIED PRIVATE COMMUNITIES

Private Community	Road Length		No of Lights	Amount per Light	Amount to Be Reimbursed
	LF	MILES			
The Woodlands	4450	0.843	28	$144.00	$4,032.00
Eagle Rock Cooperative	550	0.104	6	$144.00	$864.00
West Essex Highlands	13167	2.494	78	$144.00	$11,232.00
Crystal Woods	5275	0.999	85	$144.00	$12,240.00
Llewellyn Park *	47520	9.000	396	$144.00	$57,024.00
Eagle Ridge	13135	2.488	84	$144.00	$12,096.00
Essex Green Villas	1800	0.341	17	$144.00	$2,448.00
Hilton Head North	600	0.114	5	$144.00	$720.00
Hilltop Villas	1300	0.246	11	$144.00	$1,584.00
Crown View Manor	1800	0.341	20	$144.00	$2,880.00
Briar Hill Villas	1000	0.189	12	$144.00	$1,728.00
Scenic Hills	8985	1.702	60	$144.00	$8,640.00
Carriage House Condominium	700	0.133	6	$144.00	$864.00
Crestmont Gardens	600	0.114	5	$144.00	$720.00
Llewellyn Gates Associates	1200	0.227	10	$144.00	$1,440.00
Normandie Estates	1425	0.270	8	$144.00	$1,152.00
Forest Creek	1391	0.263	9	$144.00	$1,296.00
Crown View Villas	1425	0.270	20	$144.00	$2,880.00
The Point at Crystal Lake	3724	0.705	28	$144.00	$4,032.00
Bel Air	13390	2.536	59	$144.00	$8,496.00
Vizcaya	2369	0.449	67	$144.00	$9,648.00
	TOTALS	**23.827**	**1014**		**$146,016.00**

*Llewellyn Park amount reflects actual costs incurred by Llewellyn Park for streetlighting

30-25
January 28, 2025

RESOLUTION

AUTHORIZING THE REJECTION OF THE FIVE BIDS RECEIVED FOR LAKE VINCENT WALKWAY IMPROVEMENTS

WHEREAS, the Township of West Orange ("Township") sought bids for a Contract for Lake Vincent Walkway Improvements; and

WHEREAS, five sealed bids were received and opened by the Township on November 21,2024; and

WHEREAS, the Township of West Orange Department of Engineering is requesting that the bid specifications be modified and re-bid the procurement process; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(d), the Township can reject all five bids when it wishes to modify the specifications; and

WHEREAS, the Township will revise the specifications and re-bid said specifications; and

NOW, THEREFORE,IT IS RESOLVED, by the Council of the Township of West Orange that all five bids received on November 21, 2024 for Lake Vincent Walkway Improvements are hereby REJECTED pursuant to N.J.S.A. 40A:11-13.2(d) as to specifications will be revised and re-bid and the payments received for the previously issued specifications shall be returned; and

Karen J. Carnevale, R.M.C. **Joe Krakoviak, Council President**

Adopted : January 28, 2025

LAKE VINCENT WALKWAY IMPROVEMENTS

30-25

BIDS RECIEVED ON: NOVEMBER 21, 2024

ENGINEER'S TABULATION OF BIDS

				1		2		3	
				Cedar Contracting Co., Inc.		D&L Paving Contractors Inc.		Messercola Excavating	
				CONTRACTOR NAME		**CONTRACTOR NAME**		**CONTRACTOR NAME**	
				621 N. Union Avenue		675 Franklin Avenue		549 E. Third Street	
				ADRESS		**ADRESS**		**ADRESS**	
				Hillside,	NJ 07205	Nutley,	NJ 07110	Plainfield,	NJ 07060
				CITY	**STATE/ZIP**	**CITY**	**STATE/ZIP**	**CITY**	**STATE/ZIP**
Item #	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	CLEARING AND PREPARATION OF SITE, MOBILIZATION, DEMOBILIZATION	1	LS	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
2	REMOVE EXISTING CURB	145	LF	$ 9.00	$ 1,305.00	$ 1.00	$ 145.00	$ 15.00	$ 2,175.00
3	REMOVE EXISTING HMA WALKWAY	1500	SY	$ 13.50	$ 20,250.00	$ 15.00	$ 22,500.00	$ 15.00	$ 22,500.00
4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	10	CY	$ 50.00	$ 500.00	$ 20.00	$ 200.00	$ 40.00	$ 400.00
5	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	15	TON	$ 125.00	$ 1,875.00	$ 100.00	$ 1,500.00	$ 130.00	$ 1,950.00
6	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	8	TON	$ 125.00	$ 1,000.00	$ 100.00	$ 800.00	$ 130.00	$ 1,040.00
7	HMA WALKWAY, 3" THICK	1500	SY	$ 36.00	$ 54,000.00	$ 40.00	$ 60,000.00	$ 55.00	$ 82,500.00
8	RIPRAP STONE SLOPE PROTECTION, D50 = 18", 36" THICK (IF AND WHERE DIRECTED)	175	SY	$ 80.00	$ 14,000.00	$ 85.00	$ 14,875.00	$ 30.00	$ 5,250.00
9	CONCRETE SIDEWALK, 4" THICK	80	SY	$ 100.00	$ 8,000.00	$ 125.00	$ 10,000.00	$ 130.00	$ 10,400.00
10	GRANITE BLOCK CURB	145	LF	$ 50.00	$ 7,250.00	$ 50.00	$ 7,250.00	$ 40.00	$ 5,800.00
11	TREE ROOT BARRIER, 24" DEPTH	565	LF	$ 25.00	$ 14,125.00	$ 30.00	$ 16,950.00	$ 3.00	$ 1,695.00
12	TOPSOIL SPREADING, 4" THICK	1000	SY	$ 5.00	$ 5,000.00	$ 10.00	$ 10,000.00	$ 8.00	$ 8,000.00
13	FERTILIZING AND SEEDING TYPE 'G'	1000	SY	$ 2.00	$ 2,000.00	$ 1.00	$ 1,000.00	$ 8.00	$ 8,000.00
14	STRAW MULCHING	1000	SY	$ 2.00	$ 2,000.00	$ 1.00	$ 1,000.00	$ 8.00	$ 8,000.00
15	CONTRACT ALLOWANCE	1	ALLOW	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	TOTAL BASE BID AMOUNT				**$ 154,305.00**		**$ 171,220.00**		**$ 182,710.00**

LAKE VINCENT WALKWAY IMPROVEMENTS

BIDS RECIEVED ON: NOVEMBER 21, 2024

ENGINEER'S TABULATION OF BIDS

				4		5	
				ADP Group Inc.		D.L.S. Contracting	
				CONTRACTOR NAME		**CONTRACTOR NAME**	
				27 E 33rd Street		36 Montesano Road	
				ADRESS		**ADRESS**	
				Paterson,	NJ 07514	Fairfield,	NJ 07004
				CITY	**STATE/ZIP**	**CITY**	**STATE/ZIP**
Item #	**Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	CLEARING AND PREPARATION OF SITE, MOBILIZATION, DEMOBILIZATION	1	LS	$ 27,000.00	$ 27,000.00	$ 19,420.00	$ 19,420.00
2	REMOVE EXISTING CURB	145	LF	$ 12.00	$ 1,740.00	$ 10.00	$ 1,450.00
3	REMOVE EXISTING HMA WALKWAY	1500	SY	$ 36.00	$ 54,000.00	$ 10.00	$ 15,000.00
4	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	10	CY	$ 100.00	$ 1,000.00	$ 50.00	$ 500.00
5	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	15	TON	$ 260.00	$ 3,900.00	$ 300.00	$ 4,500.00
6	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	8	TON	$ 300.00	$ 2,400.00	$ 300.00	$ 2,400.00
7	HMA WALKWAY, 3" THICK	1500	SY	$ 63.00	$ 94,500.00	$ 200.00	$ 300,000.00
8	RIPRAP STONE SLOPE PROTECTION, D50 = 18", 36" THICK (IF AND WHERE DIRECTED)	175	SY	$ 100.00	$ 17,500.00	$ 100.00	$ 17,500.00
9	CONCRETE SIDEWALK, 4" THICK	80	SY	$ 200.00	$ 16,000.00	$ 100.00	$ 8,000.00
10	GRANITE BLOCK CURB	145	LF	$ 50.00	$ 7,250.00	$ 60.00	$ 8,700.00
11	TREE ROOT BARRIER, 24" DEPTH	565	LF	$ 40.00	$ 22,600.00	$ 70.00	$ 39,550.00
12	TOPSOIL SPREADING, 4" THICK	1000	SY	$ 13.00	$ 13,000.00	$ 10.00	$ 10,000.00
13	FERTILIZING AND SEEDING TYPE 'G'	1000	SY	$ 9.00	$ 9,000.00	$ 5.00	$ 5,000.00
14	STRAW MULCHING	1000	SY	$ 10.00	$ 10,000.00	$ 5.00	$ 5,000.00
15	CONTRACT ALLOWANCE	1	ALLOW	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
	TOTAL BASE BID AMOUNT				**$ 294,890.00**		**$ 452,020.00**

31-25
January 28, 2025

Resolution

Authorizing Disposal of Surplus Property

WHEREAS, the Township of West Orange is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township is desirous of selling said surplus property in an "As is" condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the West Orange Council of the Township of West Orange:

(1) The sale of the surplus property shall be conducted through Municibid pursuant to State Contract 19-GNSV1-00696 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with Municibid is available online at www.municibids.com and available on the Township Website.

(2) The sale will be conducted online and the address of the auction site is www.municibid.com at a date and time to be determined.

(3) There is no listing fee charged to the Township.

(4) The sale will be conducted pursuant to N.J.S.A 40A:11-36 and Local Finance Notice 2019-15.

(5) A list of the surplus property is attached as "Exhibit A" hereto.

(6) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(7) The Township reserves the right to accept or reject any bid submitted.

Karen J. Carnevale, R.M.C. **Joe Krakoviak, Council President**

Adopted : January 28, 2025

EXHIBIT "A"

2025 AUCTION LIST

Datto Server Backup	S4P6 / DN4-P6

32-25
January 28, 2025

RESOLUTION

WHEREAS, on or about December 10, 2012, Larry and Mary Freeman (collectively the "Borrowers") executed a Mortgage in the amount of $35,000 (the "Mortgage") to secure a loan through the Township of West Orange's Housing Rehabilitation Program on the property located at Block 132, Lot 32 on the Tax Map for the Township of West Orange, commonly known as 8 High Street, West Orange, New Jersey 07052 (the "Property"); and

WHEREAS, the Mortgage was recorded on January 9, 2013, as Instrument 13002056 in Mortgage Book 12410, Page 725 with the Essex County Register of Deeds and Mortgages; and

WHEREAS, the loan through the Township of West Orange's Housing Rehabilitation Program provides for a forgiveness of the loan at the twelfth (12th) anniversary of the release of payment for the loan; and

WHEREAS the twelfth (12th) anniversary of the release of payment for the loan has passed; and

WHEREAS, the Township of West Orange seeks the execution of a Discharge of Mortgage, annexed hereto as Exhibit **"A,"** to record that the loan has been forgiven, and the Mortgage has been satisfied and discharged.

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute the Discharge of Mortgage, annexed hereto as Exhibit **"A,"** as to the Property; and be it further

RESOLVED that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Discharge of Mortgage concerning the Property;

and be it further **RESOLVED** that a copy of the Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen Carnevale, R.M.C.	**Joe Krakoviak**
Municipal Clerk	**Council President**

Adopted: January 28, 2025

DISCHARGE OF MORTGAGE

WHEREAS on December 10, 2012, Borrowers **Larry and Mary Freeman** (collectively the "Borrowers") executed a Mortgage in the amount of $35,000 (the ("Mortgage") to secure a loan through the Township of West Orange's Housing Rehabilitation Program on the Borrowers' property located at 8 High Street, West Orange, New Jersey 07052 (the "Property"); and

WHEREAS the Mortgage was recorded with the Essex County Register of Deeds and Mortgages on January 9, 2013, as Instrument 13002056 in Mortgage Book 12410, Page 725; and

WHEREAS the loan through the Township of West Orange's Housing Rehabilitation Program provides for a forgiveness of the loan at the twelfth (12th)) anniversary of the release of payment for the loan; and

WHEREAS the twelfth (12th) anniversary of the release of payment for the loan has passed.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED.

THEREFORE, the Lender Township of West Orange declares that the Mortgage recorded on January 9, 2013 as Instrument 13002056 in Mortgage Book 12410, Page 725 be and is hereby SATISFIED and DISCHARGED. It may now be discharged of record. This means that the Mortgage is now canceled and void.

TOWNSHIP OF WEST ORANGE

Mayor Susan McCartney_____
Print Name

By: _____
Signature

==========

STATE OF NEW JERSEY, COUNTY OF ESSEX SS.:

I CERTIFY that on _____, 2025,

_____ personally, came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached instrument; and
(b) was authorized to and did execute this instrument as Mayor of the entity named in this instrument.

Signed and sworn before me on the _____ of _____, 2025

_____ _____
WITNESS: (Print Witness Name) NOTARY PUBLIC

33-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") acquired and currently owns the Rock Spring Golf Club located at 90 Rock Spring Road, West Orange, New Jersey also known as Block 160, Lots 2 & 10; Block 160.01, Lots 30 & 34 and Block 46.01, Lot 22 on the West Orange Tax Map which consists of approximately 138 acres ("Rock Spring"); and

WHEREAS, as part of the Green Acres application for grants from the New Jersey Department of Environmental Protection, the Township must submit two (2) Green Acres qualified appraisals; and

WHEREAS, Hendricks Appraisal Company, LLC has provided a proposal for one (1) of the two (2) required appraisal reports; and

WHEREAS, the Hendricks Appraisal Company, LLC's proposal includes costs of services based on the type of property being appraised, the scope or work to be performed, recognizing the additional regulations and requirements imposed by the New Jersey DEP Green Acres Program, the fee proposed for this appraisal is twenty thousand ($20,000) dollars;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council authorizes the Mayor to execute and retain Hendricks Appraisal Company, LLC for the Green Acres Appraisal of Rock Spring as attached herein as Exhibit **"A,"** not to exceed $20,000 to complete the scope of work;

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

Karen J. Carnevale, R.M.C. **Joe Krakoviak, Council President**

Adopted : January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John Ditinyak, Chief Financial Officer

34-25
January 28, 2025

DISPOSAL OF EQUIPMENT

WHEREAS, the Township of West Orange wishes to dispose of an obsolete mail machine that is no longer needed for public use which has surpass its useful life expectancy.

WHEREAS, N.J.S.A. 40A:11-36 authorizes the disposition of personal property not needed for public use without public sale when the fair value of the property is less than $6600.00 (15 percent of the bid threshold); and

WHEREAS, the equipment set forth below has a value of less than $6600.00; and

Pitney Bowes Send Pro Connect + 2000

Serial number 6013148

WHEREAS, the equipment has been replaced with what was required by the US Postal Service;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of West Orange, in the County of Essex, New Jersey that the obsolete equipment referenced by the Fire Official which is no longer needed for public use by the Township shall be disposed of according to the manner as prescribed by law.

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

35-25
January 28, 2025

R E S O L U T I O N

WHEREAS, pursuant to N.J.S.A. 40:67-23.2 et. seq, commonly referred to as the Municipal Services Act, the Township of West Orange entered into an Agreement with Llewellyn Park entitled "Municipal Services Agreement" and dated December 23, 2010; and

WHEREAS, the Municipal Services Agreement specified the services the Township shall provide Llewellyn Park or the cost of services the Township shall reimburse to Llewellyn Park; and

WHEREAS, the Agreement included Leaf Collection from the Park roads as a service and specifies the method for calculating the reimbursement, and it also includes the removal of obstructions such as fallen tree limbs as a service; and

WHEREAS, there is attached hereto a report of the Municipal Engineer recommending reimbursement for 2024 Leaf Collection costs to Llewellyn Park in accordance with the formula for reimbursement set forth in the Agreement with Llewellyn Park; and

WHEREAS, the Township of West Orange wishes to reimburse Llewellyn Park as set forth in the aforementioned report of the Municipal Engineer.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Llewellyn Park be reimbursed as set forth therein, on the attached report of the Municipal Engineer, Zayibeth Carballo, for 2024 leaf collection.

BE IT FURTHER RESOLVED that the Township Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as feasible.

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

Joe Krakoviak, Council President

Adopted : January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7502-115

John Ditinyak, Chief Financial Officer

2024 LEAF COLLECTION AND OBSTRUCTION REMOVAL REIMBURSEMENT TO LLEWELLYN PARK

LEAF COLLECTION

PRIVATE COMMUNITY	ROAD /LENGTH L.F.	MILES	PERCENTAGE OF TOWNSHIP	ENHANCEMENT FACTOR	AMOUNT TO REIMBURSED
LLEWELLYN PARK	47,520	/ 9.0	9.52380%	2.0	$89,929.72
TOTAL TOWNSHIP MILES					94.5

TOWNSHIP LEAF COLLECTION COST FOR 2024 = $472,131.49

NOTES:

Amounts to be reimbursed = % of Township Roads x Township Leaf Collection Cost (or obstruction removal cost) x Enhancement

36-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") acquired and currently owns the Rock Spring Golf Club located at 90 Rock Spring Road, West Orange, New Jersey also known as Block 160, Lots 2 & 10; Block 160.01, Lots 30 & 34 and Block 46.01, Lot 22 on the West Orange Tax Map which consists of approximately 138 acres ("Rock Spring"); and

WHEREAS, as part of the Green Acres application for grants from the New Jersey Department of Environmental Protection, the Township must submit two (2) Green Acres qualified appraisals; and

WHEREAS, McNerney & Associates, Inc. has provided a proposal for one (1) of the two (2) required appraisal reports; and

WHEREAS, the McNerney & Associates, Inc.'s proposal includes costs of services based on the type of property being appraised, the scope or work to be performed, recognizing the additional regulations and requirements imposed by the New Jersey DEP Green Acres Program, the fee proposed for this appraisal is twenty-five thousand five hundred ($25,500) dollars;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township Council authorizes the Mayor to execute and retain McNerney & Associates, Inc. for the Green Acres Appraisal of Rock Spring as attached herein as Exhibit **"A,"** not to exceed $25,500 to complete the scope of work;

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

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

Joe Krakoviak, Council President

Adopted : January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John Ditinyak, Chief Financial Officer

37-25
January 28, 2025

R E S O L U T I O N

WHEREAS, on December 21, 2024, the township had to deal with a snow event; and

WHEREAS, after the snow event, both salt storage areas were nearly exhausted with deicing materials; and

WHEREAS, the Public Works Department ordered salt with our coop providers, but due to the holiday, deicing materials were to be delivered after the holiday week; and

WHEREAS, with forecasted winter events projected from December 23, 2024 through December 27, 2024, the Department of Public Works had to use other resources to purchase deicing materials; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Public Works Director on December 26, 2024, after calls to our suppliers and neighboring towns to borrow salt, notified the Administration and Purchasing Agent, that we need to purchase salt from an alternate supplier; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed $53,870.54 is authorized to American Asphalt and Trucking for emergency purchase and delivery of 456.53 tons of road salt.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

I certify funds are available from Account No.: **01-2010-00-7502-113**
$53,870.54

John C Ditinyak, Chief Financial Officer

American Asphalt & Trucking LLC

818 Summer Avenue
NJ 07104

Invoice

Date	Invoice #
12/27/2024	2025-07

Bill To

Township of West Orange
25 Lakeside Avenue
West Orange NJ 07052

37-25

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
456.53	Provide 456.53 tons of rock salt and delivered to 25 Lakeside ave and 590 Mt Pleasant Ave on 12/27/2024, total of 18 loads tickets as follow 52310, 52313, 52354, 52359, 52301, 52350, 52322, 52361, 52280, 52294,52397, 52406, 52409, 52434, 52428, 52437, 52346, 52335	118.00	53,870.54
		Total	$53,870.54

38-25
January 28, 2025

RESOLUTION

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

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

Organization	**Type of Event/Date**	**Place**	**RL No.**
BPO Elks Lodge 1590	2.22.25 – 2.22.26 **Pull Tabs**	424 Main Street	7899

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

Joe, Krakoviak, Council President

Adopted: January 28, 2025

39-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") desires to enter into a Services Agreement with G-Tech also known as Goose Control Technology of NJ Inc. ("Goose Control Technology") to provide services related to the control of nuisance-related Canadian Geese and other related health issues at all municipal properties; and

WHEREAS, Goose Control Technology has been providing these services to the Township for more than twenty (20) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2025 pursuant to the terms set forth in the proposed agreement, annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the Agreement provides that Goose Control Technology will provide goose egg treatment at three selected locations for $3,000 and $475 for permits facilitation/record keeping, and

WHEREAS, the Township Engineer and the Director of Health and Welfare reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2025 and at a rate not to exceed $3,475 for the services as described herein and in the annexed Agreement, unless additional services are requested by the Township pursuant to the rates set forth in the Agreement; and be it further

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

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

I certify funds are available from Account No. 01-2010-00-7101-200

John C Ditinyak, Chief Financial Officer

GOOSE CONTROL TECHNOLOGY

A Division of Animal Damage Control Systems LLC.

SERVICE CONTRACT- 2025

THIS AGREEMENT is made as of **January 1, 2025** between **The Township of West Orange (the "Client")** whose address is **66 West Main Street, West Orange, NJ, 07052** and **Goose Control Technology (the "Consultant" or the "Contractor").**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at **all municipal park properties** Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client, as the permit holder, to engage in the lawful control, and management of Canada geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this agreement shall terminate and consultant shall promptly return any fee received.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce the Canada Geese population from the subject Property. These services will include nest treatment and permit facilitation/record keeping. The contractor shall provide all equipment, materials, and personnel necessary to facilitate any and all of these services. Upon the Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:
Egg Treatment @ 3 sites - $3,000.00;
Permit facilitation/Record Keeping - $475.00 – which has been paid by Client;

4. **Term.** The duration of this Agreement shall be for one year commencing on January 1, 2025, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of $3,475.00 for, permit processing and egg treatment minus the Permit facilitation/Recording Keeping fee of $475.00 which has been paid by Client.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third-party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client.

Dated:_____

_____
BY: Stephen Toth, Jr.
Principal Operating Officer

_____
Karen J. Carnevale, Township Clerk
Dated:_____

Township of West Orange

_____
BY: Susan McCartney
Mayor

40-25
January 28, 2025

RESOLUTION

WHEREAS, the New Jersey State Treasure authorized by N.J.S.A 10:5-36(f) and pursuant to N.J.S.C 17:27-3.2 requires each public agency to designate a Public Agency Compliance Officer; and

WHEREAS, the Public Agency Compliance Officer is responsible for overseeing vendor and contractor compliance with the State of New Jersey law and regulations concerning Equal Opportunity in Public Contracts; and

WHEREAS, the Interim Business Administrator for the Township of West Orange has recommended that Panayiota Reynolds, the Township of West Orange Purchasing Agent to be appointed to fulfill the duties of the PACO.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange, County of Essex, State of New Jersey that Panayiota Reynolds be and hereby is appointed the Township of West Orange Public Agency Compliance Officer for the 2025 year.

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

Joe Krakoviak, Council President

Adopted : January 28, 2025

41-25
January 28, 2025

RESOLUTION

TO AUTHORIZE THE PURCHASE OF 9-1-1 RECORDING EQUIPMENT, AS PART OF THE CONTINUED UPGRADES TO THE COMMUNICATIONS CENTER

WHEREAS, the Township of West Orange (Township) employs a Nationally Accredited Police Force (Police Department); and

WHEREAS, the Police Department recently renovated and upgraded the communications center furniture, and added additional IT infrastructure; and

WHEREAS, part of the IT Upgrades requires new 9-1-1 Call recording equipment be purchased; and

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

WHEREAS, the Police department wishes to purchase one 16 Port Recording System to replace the current end of life recording equipment; and

WHEREAS, the vendor, Interactive Insight Corporation dba Eventide located at 125 Half Mile Road, Suite 200, Red Bank, NJ, 07701 is a NJ State Contract Vendor utilizing contract #83891 and can provide the equipment necessary (see Exhibit A).

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order in the amount not to exceed $27,996.00 to Interactive Insight dba Eventide with funds certified available by the Chief Financial Officer.

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

I hereby certify funds available from Account No.: 03-2704-22-0200-020

John C. Ditinyak, Chief Financial Officer

EXHIBIT “A”

INTERACTION INSIGHT CORPORATION

Eventide®

Interaction Insight Corporation 125 Half Mile Road Suite 200 Red Bank NJ 07701 Phone (800)285-2950 ext 110 Email:tfeldmann@interactionic.com

Customer: West Orange NJ Police Dept.
Contact: Nick Allegrino
Phone: 973.325.4006
Job Location: 60 Main Street
Country: USA

Eventide Contact: Mark Traeger
Version: DX.22.x
Date: 12/27/24
Valid Thru: 3/27/25

State Contract 83891

Eventide 16 Port Recording System – 8 IP Phones and 8 Channels of Analog Radio/911 Consoles and Trunks.

Quantity	Part Number	Description	Unit List Price	Extended List Price	NJ State Contract Discount	Net Price to Customer
1	Nexlog 740 DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, dual hot- swap 120-240VAC 50/60Hz power supplies and first year hardware	$9,600	$9,600	$8,160	$8,160
1	Included	Upgrade to 2 x 2TB Fixed HW-RAID1 = 2TB storage	$0	$0	$0	$0
1	DX730	Equip with 1 Multi-Drive for Blu Ray or DVD-RAM (standard)	0	$0	$0	$0
1	108233	Dual Hot-swap Power Supplies, 120/240VAC (standard)	0	$0	$0	$0
1	324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	$360	$360	$306	$306
1	271052	8-Port IP Channel Ports, Initial 8 Ch. Licenses	$4,200	$4,200	$3,570	$3,570
1	DX-ANA-8	8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	$3,200	$3,200	$2,720	$2,720
1	271083	QTY of 8 packs MediaWorks PLUS (web) concurrent licenses:	$1,090	$1,090	$927	$927
1	109033-007	Eventide Quick Install Kits	$300	$300	$255	$255
1	209029	NENA 911 ANI/ALI CAD Spill	$2100	$2,100	$1,785	$1,785
		Telephony Hardware and Software SUBTOTAL:		**$20,850**	**($3,128)**	**$17,723**

1st Year: STANDARD Level 24 x 7 x 365 (All Tiers): Includes DX-SUS-12MO	5	$2,815		$14,074
Project Mgmt, Design & Implementation Hours	1	$1,200		$1,200
Onsite Training Days	1	$0		$0.00
IIC Professional Services SUBTOTAL:		**$16,838.00**		**$15,273.75**

One Time Trade In for existing Revcord System			**($5,000)**
GRAND TOTAL for PROPOSAL:	**$ 37,688**	**($9,692)**	**$ 27,996**

Extended Maintenance Contract	Type	Description	Annual Payment	
One Year	All Tiers	Onsite and Remote Coverage for all Hardware, Software, Updates, Upgrades with Unlimited Training.	$ 2,500.00	
Years 2 through 6	All Tiers	Onsite and Remote Coverage for all Hardware, Software, Updates, Upgrades with Unlimited Training.	$ 2,000.00	

42-25
January 28, 2025

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **January 28, 2025** enter into a closed session to consider the following matter(s).

( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

( ) 2. A collective bargaining agreement or the terms of provisions of same.

( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

() 7. Personnel matters.

( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

() 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

( ) 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

42-25 Resolution Authorizing an Executive Session for the Purpose of Discussing a Matter of Pending or anticipated litigation or contract negotiation specifically Evaluation of Fourth Round Housing Obligation

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **January 28, 2025.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.	**Joe Krakoviak**
Municipal Clerk	**Council President**

Adopted: January 28, 2025

43-25
January 28, 2025

R E S O L U T I O N

WHEREAS, the Township of West Orange requests Professional Land Surveying Services for the West Orange Rock Spring Golf Course to fulfill the requirements of NJDEP the Green Acres Program; and

WHEREAS, for the West Orange Rock Spring Golf Course, the Township requires the services of a professional land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated January 7, 2025 for these professional services; and

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

WHEREAS, E2 Project Management, LLC., responded to the Request for Proposal; and

WHEREAS, E2 Project Management, LLC., has performed similar work for the Township on other projects including the Rock Spring Golf Course; and

WHEREAS, by letter dated January 21, 2025, the Township Engineer recommended a professional services contract be awarded to E2 Project Management, LLC., 87 Hibernia Avenue, Rockaway, NJ 07866, for Professional Land Surveying Services associated with the West Orange Rock Spring Golf Course Green Acres Survey; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of E2 Project Management, LLC.; 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 E2 Project

Management, LLC., to provide professional land surveying services for the West Orang Rock Spring Golf Course Green Acres Survey in the amount not to exceed $62,990.00.

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.
Municipal Clerk

Joe Krakoviak, Council President

Adopted: January 28, 2025

I hereby certify funds are available from Account No.: **2025 Capital Budget**
Account #03-2661-21-0400-110
$62,990.00

John Ditinyak, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

43-25

DEPARTMENT OF ENGINEERING

25 Lakeside Avenue, West Orange, New Jersey 07052

SUSAN McCartney
MAYOR

ZAYIBETH CARBALLO
Director/Municipal Engineer

Tel: (973) 325-4160

Email: zcarballo@westorange.org

January 7, 2025

Phillip Scott
Matrix New World Engineering
26 Columbia Tpk, 2nd Floor
Florham Park, NJ, 07932

RE: **REQUEST FOR PROPOSALS**
GREEN ACRES SURVEY FOR ROCK SPRING GOLF COURSE

Dear Mr. Scott,

The Department of Engineering for the Township of West Orange requests proposals from firms providing Land Surveying Services, which are capable of preparing the necessary Survey materials required to be submitted to NJDEP as part of Green Acres Grant announcement by letter dated December 12, 2024. Township intends to submit Survey materials 90 days after singing the contract. Therefore, the survey materials must be prepared in an expediated process to meet the deadline requirements. The required Survey materials are as follows:

LAND SURVEYING SERVICES:

A. Refer to the website for the current "Scope of Survey Services and Standard Detail Requirements" and appropriate forms and checklists for Local Government and Nonprofit Acquisitions.
https://dep.nj.gov/greenacres/survey-section-local-and-nonprofit-surveys/
B. A full title search at the time of purchase is attached;
C. Green Acres Project Data:
   - Green Acres Project Number: 0722-03-005
   - Green Acres Project Name: Open Space Acquisition
   - Green Acres Owner ID: 0722-03-005-09
D. The following hard copy Survey Materials are required:
   - Minimum to two (2) metes and bounds Surveys for all properties;
   - Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;

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- Completed ***Surveyor's Local/Nonprofit Certification and Summary Form***;
- CD-ROM containing drawing in .dwg format identical to the paper survey, a drawing in .dwg format of only the boundary and Green Acres limits of interests, a deed description in MS Word format, a pdf copy of the signed survey, photographs of the corner markers set, and any associated documents.

Montclair Golf Club (aka Rock Spring Golf Course) Survey, Title Search, and deed checklist are enclosed.

The cost of services shall be for complete survey materials by tasks A through D as part of the Green Acres requirements. 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 is to award for professional services at the January 28, 2025 Council meeting. Proposals shall be submitted in writing via email and/or hard copy on or before **10:00 A.M. Friday, January 17, 2025** to the Department Engineering, 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.

Very Truly yours,

Zayibeth Carballo

Zayibeth Carballo, Municipal Engineer
Director of Engineering

ZYC

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www.westorange.org

MAP REF. NO.1

MAP REFERENCES:

1) MAP ENTITLED "NORTHFIELD ROAD RECONSTRUCTION"
WEST ORANGE, ESSEX COUNTY, NEW JERSEY
SHEET TITLE-MONUMENT MAP
PREPARED BY ESSEX COUNTY ENGINEERING DEPARTMENT
DATED MARCH, 1939-FILE NO.14-D-80

2) TOWNSHIP OF WEST ORANGE TAX MAP SHEETS
NO. 5, 6, 40, 41, 41.01, 41.02 & 41.03

3) MAP ENTITLED FINAL PLAT "ROCK SPRING ESTATES"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J.
PREPARED BY GC STEWART ASSOC. DATED 1/30/84 AND
FILED 3/09/84 AS MAP NO.3549

4) MAP ENTITLED "ROCK SPRING "
TOWNSHIP OF WEST ORANGE ESSEX COUNTY, N.J.
PREPARED BY FREEMAN AND WINSTON
DATED 7/02/55 AND REV. 10/23/56

5) MAP ENTITLED "MAP OF LUDDINGTON HEIGHTS "
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, N.J.
PREPARED BY FREEMAN AND WINSTON
DATED 7/01/26 AND REV. 6/28/28

6) MAP ENTITLED "PROPERTY OF GLENVIEW CORPORATION "
IN WEST ORANGE AND SOUTH ORANGE, ESSEX COUNTY, N.J.
PREPARED BY WILLIAM DIMARZO
DATED 12/10/46

7) MAP ENTITLED "MAP OF PROPERTY BELONGING TO ROCK SPRING COUNTRY CLUB "
WEST ORANGE, N.J. PREPARED BY FREEMAN AND WINSTON
DATED 9/25/27 AND REV. 4/09/30

8) MAP ENTITLED "BOUNDARY AGREEMENT" ESSEX COUNTY NEW JERSEY
SOUTH ORANGE VILLAGE TAX LOT 14, BLOCK 201, LANDS OF SLOBODEN
AND WEST ORANGE TOWNSHIP, LOT 10, BLOCK 160.04 LANDS OF 2001
A HOUSE ODYESSY.
PREPARED BY RICHARD F. SMITH, JR., DATED 3/03/2004

9) MAP ENTITLED "MAP OF FERNWOOD", WEST ORANGE, N.J.
PREPARED BY FREEMAN AND WINSTON, DATED 3/13/1934

10) MAP ENTITLED "ROCK SPRING CLUB" TOWNSHIP OF WEST ORANGE,
ESSEX COUNTY, NEW JERSEY.-DEED CONSOLIDATION MAP
PREPARED BY WILLIAM DIMARZO AND SON INC.
DATED OCTOBER, 1987

11) MAP ENTITLED "PARTIAL PROPERTY LINE STAKEOUT AND FENCE LOCATION MAP"
BLOCK 160-LOT 10, ROCK SPRING COUNTRY CLUB
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
PREPARED BY GC STEWART ASSOC., DATED 8/2008

12) PLANIMETRIC MAP SHOWING ALL CURBS, PAVEMENT, FENCES, BUILDINGS
(EXCLUDING THE CLUBHOUSE AND LOCKER ROOM/POOL CABANA BUILDING
WHICH WERE LOCATED IN THE FIELD), TREE LINES ETC. SUPPLIED BY
TOWNSHIP OF WEST ORANGE ENGINEERING DEPT.

GOLF COURSE FEATURES DIGITIZED FROM ORTHOGRAPHIC PHOTOGRAPH SUPPLIED
BY THE TOWNSHIP OF WEST ORANGE ENGINEERING DEPT.

General Notes:

Except as specifically stated or shown hereon, this BOUNDARY SURVEY does not purport to reflect any of the following which may be applicable to the subject premises: easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts which an accurate and current title search may disclose.

Except as specifically shown or stated hereon, No attempt has been made as part of this BOUNDARY SURVEY to obtain or show data concerning the existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

This survey does not constitute a title search by the surveyor. All information regarding record easements and other documents which might affect the quality of title to tract shown hereon was gained from Title Commitment Number 19-11-0033 Prepared by COMMONWEALTH LAND TITLE INSURANCE CO. Dated 2/05/2019
NO SCHEDULE "B" INCLUDED IN TITLE DOCUMENTS SUPPLIED TO SURVEYOR

Survey Subject To:

1) Rights or Claims of Parties in possession of land not shown by public record.

2) Easements or claims of easements not shown by public record.

3) Rights, public and private, together with flooding and drainage rights, if any, in and to all rivers, streams, or water courses, bounding or affecting the premises.

4) Rights, public and private, in and to all roads, streets and avenues, crossing, bounding or affecting premises.

5) Subsurface conditions and/or encroachments not disclosed by an instrument of public record.

6) 25' Wide Right of Way in Deed Book Q110/380. Plotted

7) 25' wide Right of Way in Deed Book S79/345. Plotted

8) R.O.W. to Northfield Avenue in Deed Book B73/331. Not Plottable

WALKER ROAD R.O.W. NOTE:

WALKER ROAD RIGHT OF WAY ALIGNMENT WEST OF INTERSECTION OF UNDERCLIFF TERRACE SOUTH WAS ESTABLISHED USING PHYSICAL EVIDENCE FOUND IN THE FIELD AT TIME OF SURVEY.

SURVEY CERTIFIED TO:

TOWNSHIP OF WEST ORANGE, A NEW JERSEY MUNICIPALITY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMONWEALTH LAND TITLE COMPANY, LLC

MCMANIMON, SCOTLAND & BAUMANN, LLC

JOHN R. DUSINBERRE, ESQ., LLC

A WRITTEN "WAIVER AND DIRECTION NOT TO SET CORNERS" HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO P.L.2002,C.14 (C40:5-36.3) AND N.J.A.C. 13:40-5.1(D).

THE WORD CERTIFIED AS USED HEREON IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF AS OF THE DATE OF THE SURVEY, AND DOES NOT CONSTITUTE NOR A WARRANTY, EXPRESSED NOR IMPLIED.

THIS CERTIFICATION IS MADE ONLY TO NAMED PARTIES FOR PURCHASE AND/OR MORTGAGE OF HEREIN DELINEATED PROPERTY BY NAMED PURCHASERS. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR ANY USE OF THIS SURVEY FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

DRAWING DISCLAIMER

THIS DRAWING AND ALL INFORMATION CONTAINED HEREON IS AUTHORIZED FOR USE ONLY BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED OR TO WHOM IT IS CERTIFIED TO. THIS DRAWING MAY NOT BE COPIED, REUSED, DISCLOSED, DISTRIBUTED, OR RELIED UPON WITHOUT THE EXPRESS WRITTEN CONSENT OF G.C.STEWART ASSOC. IF THIS DRAWING DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT AN AUTHORIZED DOCUMENT AND MAY HAVE BEEN ALTERED.

UTILITY NOTE:

The location of underground utilities as shown hereon are based on above ground structures and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/stunctures. Before excavations are begin, the following offices should be contacted for verification of utility type and for field locations: Gas, Telephone, Electric, Water, Sewer, Cable TV, Etc.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

NO.	DATE	DESCRIPTION	BY

BOUNDARY SURVEY
"MONTCLAIR GOLF CLUB"
BLOCK 160.01, LOTS 30 & 34
BLOCK 160, LOTS 2 & 10
BLOCK 46.01, LOT 22
NORTHFIELD AVE., WALKER ROAD, UNDERCLIFF TERRACE SOUTH
HILLCREST AVENUE, ROCK SPRING ROAD, WINDING WAY AND WEST ROAD
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

Stewart
ENGINEERING AND LAND SURVEYING LLC

Engineers Land Surveyors Planners
Roseland Professional Building
204 Eagle Rock Avenue
Roseland, N.J. 07068
Phone (973) 226-0141 Fax (973) 226-3061
CERTIFICATE OF AUTHORIZATION NO.24GA28283900

Scale:	Dwg. By	Chk. By	Field Book	Dwg. No.
1"=100'	GSO	CPS	EFB	14-4940

CHARLES P. STEWART Land Surveyor — N.J. Lic. No. 11656
CHARLES J. STEWART Professional Engineer & Land Surveyor — N.J. Lic. No. 35884
GARY S. OSBORNE Land Surveyor — N.J. Lic. No. 37952

Chas. P. Stewart Date 3/17/19

Sheet 1 of 1

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Commonwealth™
LAND TITLE INSURANCE COMPANY

Commitment Number:

19-LT-0033

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issuing Office:
Commonwealth Land Title Company, LLC
464 Valley Brook Avenue
Lyndhurst, New Jersey 07071

Commonwealth Land Title Insurance Company

By:

President

SEAL

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT NO. 19-LT-0033

Transaction Identification Data for reference only:

FOR TITLE INQUIRIES, CONTACT:
Title Officer: Gerhard Krahn Phone: 201-804-8844 E-mail: Gerhard.Krahn@fnf.com

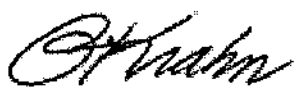
Commitment Number: 19-LT-0033
Address Ref.: Rock Spring Road, West Orange, NJ 07052

SCHEDULE A

1. Commitment Date: February 5, 2019 at 08:00 AM
2. Policy to be issued:
   (a) ALTA Owner's Policy 2006
   Proposed Insured: Township of West Orange
   Proposed Policy Amount: in an amount not to exceed $11,283,000.00
   (b)
   Proposed Insured:
   Proposed Policy Amount: $100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple
4. The Title is, at the Commitment Date, vested in:
   Montclair Golf Club, a New Jersey not for Profit corporation by Deed from Rock Spring Club, A/K/A Rock Spring Club. Inc. a New Jersey not for profit corporation, dated October 30, 2018, recorded in the County of Essex, State of New Jersey on November 8, 2018 as Instrument No. 2018096847.
5. The Land is described as follows:
   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Commonwealth Land Title Insurance Company

Countersigned By:



Authorized Officer or Agent

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWNSHIP of WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW JERSEY AND IS DESCRIBED AS FOLLOWS:

See Description prepared by GCStewart Associates, Inc. attached hereto.

BEING ALSO KNOWN AS (REPORTED FOR INFORMATIONAL PURPOSES ONLY):

Block 46.01, Lot 22 through 31, Block 160, Lots 2 & 10 and Block 160.01 Lots 30 & 34, on the official tax map of the Township of West Orange, County of Essex, State of New Jersey.

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GC Stewart associates, inc.

Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (50' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book G87, Pg. 331 Tract 1, and being the **POINT AND PLACE OF BEGINNING;**

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of N.J., LLC in Deed Book 5834, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 6203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.86 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 246.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 46 seconds (05°19'46"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Marcantonio, John in Deed Book 5155, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 166.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W.) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5564, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160. ;

thence (27) running along said southeasterly line of Lot 1.05; Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.36 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature. Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E.) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 50.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivilli, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegidie, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.56 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the **POINT AND PLACE OF BEGINNING.**

Containing 5,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Fells, New Jersey, dated June 30, 2014.

GC Stewart associates, inc.

Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence in Deed Book 5253, Pg.546) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the 8th corner in Deed Book G87, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 560.00 feet, a central angle of 13 degrees 10 minutes 36 seconds (13°10'36"), an arc distance of 128.78 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 128.50 feet to a point of intersection with the northwesterly line of Underoliff Terrace South (50' wide R.O.W.);

thence (3) running along said northwesterly sideline of Underoliff Terrace South, South 35 degrees 20 minutes 37 seconds West (S35°20'37"W), a distance of 218.95 feet to an angle point;

thence (4) still along said sideline of Underoliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 298.69 feet to an angle point;

thence (5) still along said sideline of Underoliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 8.31 feet, and also along the northwesterly line of Lot 3, Block 45.08 (lands n/f Jacobs, Howard in Deed Book 6141, Pg.707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 606.05 feet to a point, said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No.3548.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (50' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 526.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sideline of Hillcrest Avenue, South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), a distance of 82.78 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 25.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Winston, dated 7/02/55 and Rev. 10/23/56;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 160.01;

thence (12) running along said northeasterly line of Lot 25, Block 160.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 25, Block 160.01;

thence (13) running along said southeasterly line of Lot 25, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 36 minutes 02 seconds East (N32°36'02"E), a distance of 1,056.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands n/f Township of West Orange in Deed Book 4182, Pg.326;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.05, Block 160.01 (lands n/f Carter, Shawn in Deed Book 12108, Pg.4596) and said Lot 30.04, Block 160.01, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 285.46 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 56 minutes 02 seconds East (N14°56'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 806,515 square feet or 20.7878 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Payment of all applicable underwriting rates, premiums, charges and fees to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, recorded and indexed in the Public Records:

   a. Deed from Montclair Golf Club, a New Jersey not for Profit corporation to Township of West Orange.

5. If the present transaction is an assignment of a mortgage or lease, an estoppel certificate executed by the owner of the fee must be obtained.

6. If the present transaction consists in whole or in part of a conveyance, mortgage or lease by a corporation, a certified copy of the Resolution of the Board of Directors authorizing the transaction together with a certificate that the corporation is solvent and the By-Laws have been complied with must be obtained.

7. An affidavit of title executed by the seller(s) and /or mortgagor(s) must be obtained and the facts set forth therein must be considered.

8. The Company requires that you order a title continuation search ("Run-Down" or "Bring-Down") at least 24 hours prior to the scheduled closing or settlement. If the date of closing or settlement is postponed, you must order a new title continuation search.

9. The Company requires that a Notice of Settlement in connection with this transaction be filed, pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and the other for the mortgage.

10. If the present transaction involves a mortgage to be insured and in the event the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing (or if any of the proceeds of the loan are to be deposited into a construction disbursement or similar account), the Company must be notified prior to closing and this Commitment will be modified accordingly.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
REQUIREMENTS
(continued)

11. The identity of the Proposed Insured(s) must be disclosed to the Company prior to closing. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured(s), acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured(s).

12. The proposed Amount(s) of Insurance must be increased to the full value of the estate or interest being insured in accordance with NJLTIRB Manual of Rates and Charges, Article 3. When the final Amount(s) of Insurance are approved by the Company, the proposed Amounts(s) of Insurance will be revised accordingly, and the underwriting rate for the policy or policies and endorsement charges will be calculated consistent therewith.

13. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, The Company is not able to close or insure any transaction involving Land that is associated with these activities.

14. New Jersey Superior and United States District Court returns dated February 7, 2019, show clear, see attached.

    Note: United States Patriot Search dated February 15, 2019, see attached.

15. Corporate Status Report vs. Montclair Golf Club is attached.

16. New Jersey UCC Search vs. Montclair Golf Club is attached.

17. Mortgage with instrument no. 2018096854, between Montclair Golf Club, a New Jersey not-for-profit corporation (mortgagor/borrower) and Provident Bank (mortgagee/lender) dated October 30, 2018, recorded November 8, 2018 in the Office of the County Clerk/Register of Essex; in the initial amount of $8,220,966.31.

    Assignment of Leases and Rents with instrument no. 2018096857, between Montclair Golf Club, a New Jersey not-for-profit corporation (mortgagor/borrower) and Provident Bank (mortgagee/lender) dated October 30, 2018, recorded November 8, 2018 in the Office of the County Clerk/Register of Essex; in the initial amount of $8,220,966.31.

    UCC Financing Statement with instrument no. 2018096861 filed November 8, 2018, wherein Montclair Golf Club is the debtor and Provident Bank is the secured party.

    COMPANY REQUIRES SAID MORTGAGE TO BE CANCELLED OR DISCHARGED OF RECORD.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II
EXCEPTIONS

For Information Only: If the instrument to be insured is a purchase money mortgage covering a 1 to 4 family dwelling and owner's insurance is not desired, written notice declining right to purchase same is required from mortgagor pursuant to statutory requirement. (Notice and Waiver form enclosed)

The Policy will not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither the tax search nor our policy covers any part of the streets on which the premises to be insured abut.

This Commitment does not purport to show all the terms and provisions of the mortgage(s) contained herein, if any. Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.

To the extent applicable, any map/plat being furnished is done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, and location of easements, acreage or other matters shown thereon.

This Commitment does not republish any covenant, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expense that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.

5. Liability for any additional assessment for real estate taxes in connection with new construction pursuant to N.J.S.A. 54:4-63.1 et seq.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

6. Taxes, charges, and assessments.

7. Municipal liens, if any, for utility services due and payable at or prior to the policy effective date are hereby excepted from coverage.

8. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Owner's policy only)

9. Computed measure of the area and/or acreage is not insured to be accurate.

10. Subject to 25 foot wide Right of Way as set forth in Deed Book Q110 page 380.

11. Subject to 25 foot wide Right of Way in Deed Book S79 page 345.

12. Right of Way as set forth in Deed Book B73 page 331.

END OF SCHEDULE B, PART II

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ENDORSEMENT SURVEY

Issued By:

Commonwealth™
LAND TITLE INSURANCE COMPANY

Attached to Loan Policy Number:

19-LT-0033

Exception No. 3 is removed. Notwithstanding any provision in the policy to the contrary, unless an exception is taken in Schedule B, the policy insures against loss arising from any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title. The following matters shown on a survey made by GCStewart Associates, Inc., dated June 30, 2014, are added to Schedule B.

(a) Fences, curbs, ditches and paved drives on and over sidelines

This policy does not insure against errors or inaccuracies in the survey with respect to matters which do not affect title.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

A Survey Affidavit of No Change is required to be submitted to this company at closing.

Commonwealth Land Title Insurance Company

Dated:

Countersigned By:

_____
Authorized Officer or Agent

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I-Requirements;

(f) Schedule B, Part II-Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I-Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

(continued)

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars ($2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600005

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160.01	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT	: 30	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	**LOT ADDRESS**	: WALKER ROAD
XLOT	:	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION (FOR RESALE) : C.O. REQUIRED ON NEW CONSTRUCTION
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 20.715 AC

ASSESSED VALUES : LAND : $1,210,000 IMP. : $500,000 TOT. : $1,710,000

TAX RATE : $4.038 PER $100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : $69,049.80 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : $17,262.00 PAID

QTR2 - 05/01 : $17,262.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL,NJ 08034 800-652-6987

SEWER ACCOUNT # : WEST ORANGE TOWNSHIP 66 MAIN STREET WEST ORANGE,NJ 07052 973-325-4075 SEE BLOCK 160 LOT 10

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600002

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160.01	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT	: 34	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	**LOT ADDRESS**	: HILLCREST AVENUE
XLOT	:	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION (FOR RESALE) : C.O. REQUIRED ON NEW CONSTRUCTION
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 1 - VACANT LAND (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 25X100

ASSESSED VALUES : LAND : $15,000 IMP. : $0 TOT. : $15,000

TAX RATE : $4.038 PER $100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : $605.70 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : $151.00 PAID

QTR2 - 05/01 : $151.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED ASSESSMENT FROM DATE OF CERTIFICATE OF OCCUPANCY OR ASSESSOR'S INSPECTION OF PROPERTY

WATER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

SEWER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600013

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT	: 10	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	**LOT ADDRESS**	: ROCK SPRING ROAD
XLOT	:	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION (FOR RESALE) : C.O. REQUIRED ON NEW CONSTRUCTION
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 114.94 AC

ASSESSED VALUES : LAND : $10,124,600 IMP. : $2,467,400 TOT. : $12,592,000

TAX RATE : $4.038 PER $100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : $508,464.96 PAID IN FULL

-2019 - DUE DATE	:
QTR1 - 02/01	: $127,116.00 PAID
QTR2 - 05/01	: $127,116.00 OPEN
QTR3 - 08/01	: TO BE DETERMINED
QTR4 - 11/01	: TO BE DETERMINED
-2020 - DUE DATE	:
QTR1 - 02/01	: TO BE DETERMINED
QTR2 - 05/01	: TO BE DETERMINED

ADDED ASSESSMENTS : NONE

WATER ACCOUNT # : PRIVATE - NJ AMERICAN WATER CO. 131 WOODCREST ROAD CHERRY HILL,NJ 08034 800-652-6987

SEWER ACCOUNT # : SEE ADDENDUM

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600013

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT	: 10	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	**LOT ADDRESS**	: ROCK SPRING ROAD
XLOT	:	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

SEWER ACCOUNT # : WEST ORANGE TOWNSHIP 66 MAIN STREET WEST ORANGE,NJ 07052 973-325-4075 01/01/2018 - 12/31/2018 $4,900.00 PAID; SEWER CHARGES ARE BASED ON PRIOR WATER CONSUMPTION. SUBJECT TO FINAL READING. ADDITIONAL UTILITY ACCOUNTS MAY EXIST; PLEASE HAVE SELLER PROVIDE EVIDENCE OF ALL SERVICE AT CLOSING.

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600012

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK	: 160	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT	: 2	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL	:	**LOT ADDRESS**	: WEST ROAD
XLOT	:	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION (FOR RESALE) : C.O. REQUIRED ON NEW CONSTRUCTION
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 4A - COMMERCIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 70X150

ASSESSED VALUES : LAND : $1,000 IMP. : $0 TOT. : $1,000

TAX RATE : $4.038 PER $100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : $40.38 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : $10.00 PAID

QTR2 - 05/01 : $10.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED IF PREMISES IS IMPROVED

WATER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

SEWER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

Charles Jones
A DataTrace Company

Title #: 19-LT-0033 Order #: MT-042-6600009

NEW JERSEY TAX & ASSESSMENT SEARCH

For: LAND TITLE AGENCY INC

BLOCK : 46.01	**ASSESSED OWNER**	: MONTCLAIR GOLF CLUB
LOT : 22	**BILLING ADDRESS**	: 25 PROSPECT AVENUE WEST ORANGE, NJ 07052
QUAL :	**LOT ADDRESS**	: UNDERCLIFF TERRACE SOUTH
XLOT :	**ESSEX** (MUNI CODE: 0722)	: WEST ORANGE TWP (973) 325-4075 66 MAIN STREET WEST ORANGE NJ 07052

INFORMATION (FOR RESALE) : C.O. REQUIRED ON NEW CONSTRUCTION
SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19
CALL (973) 325-4175 FOR INSPECTION
INSPECTION FEE 30.00

ASSESSOR'S CODE : 1 - VACANT LAND (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 1.986AC

ASSESSED VALUES : LAND : $182,000 IMP. : $0 TOT. : $182,000

TAX RATE : $4.038 PER $100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2018 TAXES : $7,349.16 PAID IN FULL

-2019 - DUE DATE :

QTR1 - 02/01 : $1,837.00 PAID

QTR2 - 05/01 : $1,837.00 OPEN

QTR3 - 08/01 : TO BE DETERMINED

QTR4 - 11/01 : TO BE DETERMINED

-2020 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED

QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : PENDING ADDED/OMITTED ASSESSMENT FROM DATE OF CERTIFICATE OF OCCUPANCY OR ASSESSOR'S INSPECTION OF PROPERTY

WATER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

SEWER ACCOUNT # : UNIMPROVED. IF PREMISES IS IMPROVED UTILITY CHARGES ARE A LIEN.

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 02/12/2019

ORIGINAL FEE: 30.00 **CONTIN FEE:** 0.00 **TOTAL:** $30.00

PATRIOT SEARCH
UNITED STATES PATRIOT NAME SEARCH
U.S. Department of the Treasury

FIDELITY NATIONAL TITLE INSURANCE COMPANY
464 Valley Brook Ave.
Lyndhurst, NJ 07071

ORDER NUMBER: 4001447
REPORT CONTROL NO: 4472337
REPORT RUN: 02/15/2019

REFERENCE: 19-LT-0033

FEE: **$ 2.00**
TAX: **$ 0.00**
TOTAL: **$ 2.00**

THE STATE CAPITAL TITLE & ABSTRACT CO. hereby certifies to FIDELITY NATIONAL TITLE INSURANCE COMPANY that it has searched the Foreign Sanctions Evaders, Specially Designated Nationals and Blocked Persons lists maintained by the United States Department of the Treasury, Office of Foreign Assets Control and finds in the record the following:

NAME SEARCHED: **MONTCLAIR GOLF CLUB** (ENTITY)
THROUGH: 02/12/2019
SEARCH FOR ABOVE NAME HAS COME BACK CLEAR

PLEASE NOTE: PURSUANT TO SANCTIONS IMPOSED BY THE U.S. DEPARTMENT OF TREASURY, NO U.S. PERSON MAY DEAL WITH ANY LIBYAN OR IRAQI GOVERNMENT OFFICIAL WHETHER OR NOT THEIR NAME APPEARS ON THE SPECIALLY DESIGNATED NATIONALS LIST.

THE STATE CAPITAL TITLE & ABSTRACT CO.

HEREBY CERTIFIES TO

JUDGMENT SEARCH
SUPERIOR COURT OF NEW JERSEY
US DISTRICT COURT OF NJ
US BANKRUPTCY COURT OF NJ

REF: 19-LT-0033

FIDELITY NATIONAL TITLE INSURANCE COMPANY
464 VALLEY BROOK AVE.
LYNDHURST, NJ 07071

THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND THE INDICES OF THE UNITED STATES DISTRICT COURT AND UNITED STATES BANKRUPTCY COURT, DISTRICT OF NEW JERSEY, AND FINDS THERE TO BE NO JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO WITHIN THE AFORESAID COURT INDICES, CONSTITUTING A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, WHICH REMAINS UNSATISFIED OF RECORD, NOR DOES IT FIND ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY, NOR ANY PETITION COMMENCING PROCEEDINGS IN A BANKRUPTCY ACTION, AGAINST THE NAMES SEARCHED, ENTERED OR FILED DURING THE PERIOD SEARCHED, EXCEPT AS FOLLOWS:

	FROM	TO
MONTCLAIR GOLF CLUB (ENTITY)	02-12-1999	02-12-2019

*** CLEAR ***

DATED: 02/12/2019
TIME: 12:45 PM

FEE: $ 7.50
TAX: $ 0.00
TOTAL: $ 7.50

046 4001447 4472339

The State Capital Title & Abstract Co.
P.O. Box 1477
Trenton, NJ 08607
(800) 876-8994
www.statecapital.net

Title No. 19-LT-0033

Standard

CORPORATE STATUS REPORT

ID# 0100869873

of

MONTCLAIR GOLF CLUB

THE STATE CAPITAL TITLE & ABSTRACT CO., having caused the duly indexed records of the New Jersey Department of Treasury, Clerk of the Superior Court, Clerk of the U.S. District Court for the District of New Jersey, and the Director of the Division of Taxation, Department of Treasury to be examined insofar as they relate to the above named corporation CERTIFIES TO:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

That the original Charter of said corporation was filed with the Division of Revenue on Monday, February 14, 1916
Last annual report filed: 2019.
Non-Profit Corporation.

That said corporation was regularly incorporated under and pursuant to the General Corporation Act of New Jersey (Revision of 1896)

That the Charter of said corporation was declared inactive/revoked for failure to file annual reports on 09/16/2002, reinstated 06/13/2006, is in force and effect.

That the name and address of its last designated Registered Agent is:
EDMUND M. TRINIDAD
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

IT FURTHER CERTIFIES:

That the indices (exclusive of those relating to proceedings in bankruptcy) in the Office of the Clerk of the Superior Court in Trenton, N.J. and in the Office of the Clerk of the U.S. District Court for the District of New Jersey do not reveal the appointment of a Receiver for said corporation to date

In Witness Whereof, The State Capital Title & Abstract Co. has caused these presents to be executed on the date hereinafter subscribed.

Dated: February 19, 2019 NA

Attest:

4472338

Secretary **President**

Fee :$30.00

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

2/18/2019 UNIFORM COMMERCIAL CODE SECTION PAGE 001
PO BOX 303
TRENTON, NJ 08646

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

** DEBTOR ** 6465860
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE, LLC (USD)
995 DALTON AVE
CINCINNATI, OH 45203-1101
Filing Number: 52984251
Filing Date: 09/11/2018
Maturity Date: 09/11/2023
Filing History: 09/11/2018 UCC1

** DEBTOR ** 6381215
MONTCLAIR GOLF CLUB
90 ROCK SPRING RD
WEST ORANGE, NJ 07052

Secured Party: US FOODS, INC.
1051 AMBOY AVENUE
PERTH AMBOY, NJ 08861
Filing Number: 52770803
Filing Date: 05/08/2018
Maturity Date: 05/08/2023
Filing History: 05/08/2018 UCC1
10/22/2018 UCC3 Termination

** DEBTOR ** 6285365
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST
WATERLOO, IA 50701-8926
Filing Number: 52521492
Filing Date: 11/27/2017
Maturity Date: 11/27/2022
Filing History: 11/27/2017 UCC1

** DEBTOR ** 5947870
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Secured Party: TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST,
WATERLOO, IA 50701-8926
Filing Number: 51846213
Filing Date: 09/02/2016
Maturity Date: 09/02/2021
Filing History: 09/02/2016 UCC1

** DEBTOR ** 6134621
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE A2 WEST
WATERLOO, IA 50701-8926
Filing Number: 52194092
Filing Date: 04/27/2017
Maturity Date: 04/27/2022
Filing History: 04/27/2017 UCC1

** DEBTOR ** 5467821
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052-0000

Secured Party: GENERAL ELECTRIC CAPITAL CORPORATION
PO BOX 35701
BILLINGS, MT 59107-5701
Filing Number: 50781603
Filing Date: 03/25/2014
Maturity Date: 03/25/2019
Filing History: 03/25/2014 UCC1

** DEBTOR ** 1193811
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: TCF EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701
Filing Number: 25900019
Filing Date: 01/28/2011
Maturity Date: 01/28/2021
Filing History: 01/28/2011 UCC1
12/08/2015 UCC3 Continuation

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

** DEBTOR ** 6503414
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PROVIDENT BANK
100 WOOD AVENUE SOUTH
ISELIN, NJ 08830
Filing Number: 53084644
Filing Date: 11/08/2018
Maturity Date: 11/08/2023
Filing History: 11/08/2018 UCC1

** DEBTOR ** 5168526
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES A DIVISION OF TCF EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701
Filing Number: 50210862
Filing Date: 03/23/2012
Maturity Date: 03/23/2022
Filing History: 03/23/2012 UCC1
11/10/2016 UCC3 Continuation

** DEBTOR ** 1038123
MONTCLAIR GOLF CLUB
25 PROSPECT AVE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE
995 DALTON AVENUE
CINCINNATI, OH 45203
Filing Number: 26622361
Filing Date: 10/31/2014
Maturity Date: 10/31/2019
Filing History: 10/31/2014 UCC1

** DEBTOR ** 1172633
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNCEF, LLC
995 DALTON AVENUE
CINCINNATI, OH 45203

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Filing Number: 25712148
Filing Date: 07/21/2010
Maturity Date: 07/21/2020
Filing History: 07/21/2010 UCC1
06/16/2015 UCC3 Continuation

** DEBTOR ** 5849858
MONTCLAIR GOLF CLUB
90 ROCK SPRING ROAD
WEST ORANGE, NJ 07052

Secured Party: WELLS FARGO FINANCIAL LEASING, INC.
800 WALNUT STREET
F4031-040
DES MOINES, IA 50309

Filing Number: 24664271
Filing Date: 04/02/2008
Maturity Date: 04/02/2023
Filing History: 04/02/2008 UCC1
12/26/2012 UCC3 Continuation
03/15/2013 UCC3 Amendment
04/22/2016 UCC3 Amendment
01/10/2018 UCC3 Continuation

** DEBTOR ** 5296881
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES A DIVISION OF TCF
EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701

Filing Number: 50453474
Filing Date: 02/22/2013
Maturity Date: 02/22/2018
Filing History: 02/22/2013 UCC1

** DEBTOR ** 6117816
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PNC EQUIPMENT FINANCE, LLC
995 DALTON AVE
CINCINNATI, OH 45203

Filing Number: 52147012
Filing Date: 03/30/2017

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

2/18/2019 UNIFORM COMMERCIAL CODE SECTION PAGE 005
PO BOX 303
TRENTON, NJ 08646

SEARCH CERTIFICATE # 50191802
SEARCH CRITERIA: MONTCLAIR GOLF CLUB

Maturity Date: 03/30/2022
Filing History: 03/30/2017 UCC1

** DEBTOR ** 5600017
MONTCLAIR GOLF CLUB
25 PROSPECT AVE
WEST ORANGE, NJ 07052

Secured Party: VGM FINANCIAL SERVICES, A DIVISION OF TCF NATIONAL BANK
1111 W. SAN MARNAN DRIVE, SUITE AZ WEST
WATERLOO, IA 50701-8926
Filing Number: 51090353
Filing Date: 03/03/2015
Maturity Date: 03/03/2020
Filing History: 03/03/2015 UCC1

** DEBTOR ** 6514496
MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

Secured Party: PROVIDENT BANK
100 WOOD AVENUE SOUTH
ISELIN, NJ 08830
Filing Number: 53113474
Filing Date: 11/29/2018
Maturity Date: 11/29/2023
Filing History: 11/29/2018 UCC1

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS WHICH NAME THE ABOVE DEBTOR AND WHICH ARE ON FILE IN MY OFFICE AS OF 2/18/2019. THIS CERTIFICATE ISSUED ON 2/19/2019 10:11:15 AM.

THE GREAT SEAL OF THE STATE OF NEW JERSEY

Elizabeth Maher Muoio
State Treasurer

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52984251

09/11/18 11:24:29

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
ROCK SPRING CLUB, INC.

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AV	WEST ORANGE	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
PNC Equipment Finance, LLC (USD)

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
995 DALTON AVE	CINCINNATI	OH	45203-1101	US

4. COLLATERAL: This financing statement covers the following collateral:
The equipment and other goods and all software and other general intangibles which are more fully described below and on Lease Agreement Number 1161325-1, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattal paper, general intangibles, goods or instruments. The Collateral is within the scope of Article 9 as enacted by the state of New Jersey. This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.
SerialNumber Description
Quantity UsageCondition ModelYear AssetLocation 314090146
Toro Groundmaster 4500-D Tier 4, final equipped with a 4 cylinder turbo-charged liquid cooled 55hp

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
1161325-1 - 7694952

Yanmar diesel engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 313000104 Toro Reelmaster 5410-G Tier 4 final equipped with a 36.8hp Yanmar liquid cooled diesel engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 313000105 Toro Reelmaster 5410-G Tier 4 final equipped with a 36.8hp Yanmar liquid cooled diesel engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 313000108 Toro Reelmaster 5410-G Tier 4 final equipped with a 36.8hp Yanmar liquid cooled diesel engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 314000509 Toro Workman HDX-D-4WD equipped with a 3 cylinder liquid cooled 24hp Kunota diesel engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 41001014 Dakota Turf Tender 410 Topdresser 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 314000239 Toro Multi Pro 5800 Sprayer with ExcelaRate consisting of a 49hp liquid cooled Kubota gas engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007 314000527 Toro Multi-Pro 1750 SPrayer powered by a 27hp 4-cycle twin cylinder Kohler gas engine 1 New 90 Rock Spring Rd, West Orange, ESSEX, NJ, USA, 07052-3007

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
NCS UCC Services Group 4404619661

B. E-MAIL CONTACT AT FILER (optional)
ucc@ncscredit.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

NCS UCC Services Group
729 Miner Road
Highland Heights, OH 44143
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52770803

05/08/18 11:47:34

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 Rock Spring Rd	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
US Foods, Inc.

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1051 Amboy Avenue	Perth Amboy	NJ	08861	US

4. COLLATERAL: This financing statement covers the following collateral:
To secure the full and timely payment by Applicant to Seller of all now existing and later arising amounts due Seller, in addition to any other security Applicant may provide to Seller under any subsequent agreement, Applicant grants to Seller a security interest in all of Applicant's personal property, both now owned or at any time in the future acquired and wherever located, including, but not limited to accounts, goods, inventory, equipment, fixtures and vehicles, together with the proceeds and products of any of them.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
NCS# 0227576

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Montclair Golf Club

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52770803

05/08/18 11:47:34

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:
The filer attests that the Collateral set forth in this Financing Statement is within the scope of the New Jersey Uniform Commercial Code-Secured Transactions pursuant to N.J.S.A. 12A:9-102 and N.J.S.A. 12A:9-109, as required by N.J.S.A. 12A:9-502.

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Anna Anzalone 4404619661

B. E-MAIL CONTACT AT FILER (optional)
ucc@ncscredit.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Anna Anzalone
729 Miner Road
Highland Heights, OH 44143
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52770803

10/22/18 12:23:40

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
52770803

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
US Foods, Inc.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
U227576

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52521492

11/27/17 15:15:39

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
VGM Financial Services, a division of TCF National Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive, Suite A2 West	Waterloo	IA	50701-8926	US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM SECURED PARTY THAT ARE SUBJECT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN ITS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
004-0588005-103

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:51846213

09/02/16 13:50:54

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
TCF Equipment Finance, a division of TCF National Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive, Suite A2 West,	Waterloo	IA	50701-8926	US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN THIS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
008-0588005-101

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52194092

04/27/17 15:12:31

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
VGM Financial Services, a division of TCF National Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive, Suite A2 West	Waterloo	IA	50701-8926	US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM SECURED PARTY THAT ARE SUBJECT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF. THE COLLATERAL DESCRIBED IN ITS FINANCING STATEMENT IS WITHIN THE SCOPE OF ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE WHERE IT IS FILED.

FILED UCC ON CONTRACT #004-0588005-102 AND #004-0588005-303

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
004-0588005-102, 303

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:50781603

03/25/14 14:57:02

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	070520000	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
General Electric Capital Corporation

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO Box 35701	Billings	MT	59107-5701	US

4. COLLATERAL: This financing statement covers the following collateral:
This Financing Statement covers the equipment and other assets described below and/or on any annex, schedule and/or exhibit hereto (which is to be considered an integral part hereof), plus all existing and future replacements, exchanges and substitutions therefor, attachments, accessories, accessions and additions thereto, and insurance, lease, sublease and other proceeds thereof.

Equipment: 1 Toolcat, Serial# AHG811140, Model# 5600

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
EFS - Indirect - Construction - 9746942001 - 2-2098931419

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PO BOX 303
TRENTON, NEW JERSEY 08646
25900019

I, THE TREASURER OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS HAVE BEEN FILED AND RECORDED IN THIS OFFICE ON THE DATES SET FORTH:

DEBTOR: MONTCLAIR GOLF CLUB
25 PROSPECT AVENUE
WEST ORANGE, NJ 07052

SECURED PARTY: TCF EQUIPMENT FINANCE, INC.
1111 W. SAN MARNAN DRIVE
WATERLOO, IA 50701

DATE FILED: 01/28/2011 AT 5:00 P.M.

FILING NUMBER: 25900019

COLLATERAL: ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, INC. AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, INC., OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

FILING HISTORY: 01/28/2011 UCC1

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT TRENTON, THIS 31ST DAY OF JANUARY, 2011 A.D.



Andrew P Sidamon-Eristoff
State Treasurer

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company [108988751] 800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
FilingDept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company [108988751]
801 Adlai Stevenson Dr
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:25900019

12/08/15 11:31:25

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
25900019

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
TCF Equipment Finance, Inc.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
008-0588005-300 10898875I

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Rosa Cortez 8002210102

B. E-MAIL CONTACT AT FILER (optional)
rcortez@cogencyglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Rosa Cortez
COGENCY GLOBAL INC.
10 E. 40th Street
New York, NY 10016
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:53084644

11/08/19 6:25:14

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
Provident Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 Wood Avenue South	Iselin	NJ	08830	US

4. COLLATERAL: This financing statement covers the following collateral:
All assets used in connection with the mortgage premises as more particularly described in Exhibit A attached hereto. The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with: New Jersey Division of Revenue; Cl/Mc# 141986.270; Doc# 10227769

EXHIBIT A

NOW, THEREFORE, to secure to Secured Party (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the "**Liabilities**"), Debtor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS,** all of Debtor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "**Property**"):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "**Improvements**");

(C) Any and all fixtures including all, machinery and equipment and other articles of real, personal or mixed property, deemed to be fixtures under applicable law, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "**Service Equipment**"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow

accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "**Rents**"); all of the following personal property (collectively referred to as the "**Contracts**"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "**Appurtenances**"); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "**Code**") of the State in which the Property is located (collectively, the "**Proceeds**") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Secured Party, its successors and assigns, forever.

Schedule A

GC Stewart associates, inc.

Falls Professional Building
320 Runnymede Road PO Box 66 Essex Falls, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (60' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book G87, Pg. 331 Tract 1, and being the **POINT AND PLACE OF BEGINNING;**

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of N.J., LLC in Deed Book 5834, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 8203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 38 minutes 52 seconds West (S30°38'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.86 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 46 seconds (05°19'46"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 178.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Marcantonio, John in Deed Book 5156, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 166.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W.) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 498.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5664, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160. ;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 186.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.36 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 36 seconds East (N19°25'36"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 56 seconds East (N60°15'56"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E.) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC183+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 60 seconds (19°14'60"), an arc distance of 464.46 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 60.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 187+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivilli, Nancy in Deed Book 5387, Pg.256), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5889) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegidle, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4633, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 266.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 5,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Fells, New Jersey, dated June 30, 2014.

GC Stewart associates, inc.

Falls Professional Building
320 Runnymede Road PO Box 66 Essex Falls, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence in Deed Book 5203, Pg.548) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the 8th corner in Deed Book 987, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 79 degrees 04 minutes 58 seconds East (S79°04'58"E), a distance of 304.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 560.00 feet, a central angle of 13 degrees 10 minutes 36 seconds (13°10'36"), an arc distance of 128.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 128.50 feet to a point of intersection with the northwesterly line of Underoliff Terrace South (80' wide R.O.W.);

thence (3) running along said northwesterly sideline of Underoliff Terrace South, South 36 degrees 20 minutes 37 seconds West (S36°20'37"W), a distance of 218.85 feet to an angle point;

thence (4) still along said sideline of Underoliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 298.85 feet to an angle point;

thence (5) still along said sideline of Underoliff Terrace South, passing over a Stone Monument at the terminus of said Underoliff Terrace South at a distance of 8.31 feet, and also along the northwesterly line of Lot 3, Block 45.06 (lands n/f Jacobs, Howard in Deed Book 5141, Pg.707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 808.06 feet to a point, Said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No.3548.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 520.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sideline of Hillcrest Avenue, South 60 degrees 03 minutes 02 seconds West (S60°03'02"W), a distance of 62.79 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 80 degrees 03 minutes 02 seconds West (S80°03'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 25.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Berwin Company, Prepared by Freeman and Winston, dated 7/02/56 and Rev. 10/23/56;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 160.01;

thence (12) running along said northeasterly line of Lot 25, Block 160.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 26, Block 160.01;

thence (13) running along said southeasterly line of Lot 26, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 56 minutes 02 seconds East (N32°56'02"E), a distance of 1,056.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands n/f Township of West Orange in Deed Book 4182, Pg.326;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.05, Block 160.01 (lands n/f Carter, Shawn in Deed Book 12100, Pg.4696) and said Lot 30.04, Block 160.01, South 75 degrees 04 minutes 58 seconds East (S75°04'58"E), a distance of 266.48 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 56 minutes 02 seconds East (N14°56'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 905,816 square feet or 20.7973 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road,
Essex Fells, New Jersey, dated June 30, 2014.

[redacted]

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number:50210862
03/23/12 14:30:48

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MONTCLAIR GOLF CLUB

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	US

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	NJ	0100869873 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME:

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: VGM Financial Services a Division of TCF Equipment Finance, Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive	Waterloo	IA	50701	US

4. This FINANCING STATEMENT covers the following collateral:

ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, INC. AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, INC., OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
004-0588005-100

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Ucc New Filing: 1/1

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company [123640482] 800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
FilingDept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company [123640482]
801 Adlai Stevenson Dr
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:50210862

11/10/16 15:55:57

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
50210862

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record | ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c | ☐ ADD name: Complete item 7a or 7b, and item 7c | ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
VGM Financial Services a Division of TCF Equipment

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
004-0588005-100 123640482

DEPARTMENT OF TREASURY
UCC SECTION
FILED

2014 OCT 31 P 3:30

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
SPRFiling@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

92789388 - 345090
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703-4261

Filed in: New Jersey (S.O.S.)

26622361

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: PNC Equipment Finance, LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
995 Dalton Ave	Cincinnati	OH	45203	USA

4. COLLATERAL: This financing statement covers the following collateral:
See Attached

2703871
48/5/74

2 PAGE ATTACHMENT

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☑ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: 184658000 - 7692499

92789388

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Corporation Service Company
2711 Centerville Rd. Ste. 400
Wilmington, DE 19808

The equipment and other goods and all software and other general intangibles which are more fully described below and on
Lease Agreement Number 184658000, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by
Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds
in the form of accounts, chattel paper, general intangibles, goods or instruments.
Montclair Golf Club
25 Prospect Avenue
West Orange,NJ 07052
County:Essex

----------Equipment List for above location ----------

Qty	Ser#	Description
1	541164	2015 Club Car Electric Golf Cars
1	541162	2015 Club Car Electric Golf Cars
1	541166	2015 Club Car Electric Golf Cars
1	541167	2015 Club Car Electric Golf Cars
1	541168	2015 Club Car Electric Golf Cars
1	541169	2015 Club Car Electric Golf Cars
1	541171	2015 Club Car Electric Golf Cars
1	541173	2015 Club Car Electric Golf Cars
1	541174	2015 Club Car Electric Golf Cars
1	541176	2015 Club Car Electric Golf Cars
1	541178	2015 Club Car Electric Golf Cars
1	541226	2015 Club Car Electric Golf Cars
1	541228	2015 Club Car Electric Golf Cars
1	541230	2015 Club Car Electric Golf Cars
1	541232	2015 Club Car Electric Golf Cars
1	541234	2015 Club Car Electric Golf Cars
1	541235	2015 Club Car Electric Golf Cars
1	541237	2015 Club Car Electric Golf Cars
1	541238	2015 Club Car Electric Golf Cars
1	541240	2015 Club Car Electric Golf Cars
1	541241	2015 Club Car Electric Golf Cars
1	541242	2015 Club Car Electric Golf Cars
1	541243	2015 Club Car Electric Golf Cars
1	541244	2015 Club Car Electric Golf Cars
1	541245	2015 Club Car Electric Golf Cars
1	541246	2015 Club Car Electric Golf Cars
1	541248	2015 Club Car Electric Golf Cars
1	541249	2015 Club Car Electric Golf Cars
1	541250	2015 Club Car Electric Golf Cars
1	541251	2015 Club Car Electric Golf Cars
1	541252	2015 Club Car Electric Golf Cars

2015 OCT 31 P 3:30
DEPARTMENT OF THE TREASURY
RECEIVED
FILED

1	541253	2015 Club Car Electric Golf Cars
1	541254	2015 Club Car Electric Golf Cars
1	541255	2015 Club Car Electric Golf Cars
1	541256	2015 Club Car Electric Golf Cars
1	541257	2015 Club Car Electric Golf Cars
1	541258	2015 Club Car Electric Golf Cars
1	541259	2015 Club Car Electric Golf Cars
1	541260	2015 Club Car Electric Golf Cars
1	541261	2015 Club Car Electric Golf Cars
1	541262	2015 Club Car Electric Golf Cars
1	541263	2015 Club Car Electric Golf Cars
1	541264	2015 Club Car Electric Golf Cars
1	541265	2015 Club Car Electric Golf Cars
1	541266	2015 Club Car Electric Golf Cars
1	541267	2015 Club Car Electric Golf Cars
1	541268	2015 Club Car Electric Golf Cars
1	541271	2015 Club Car Electric Golf Cars
1	541272	2015 Club Car Electric Golf Cars
1	541273	2015 Club Car Electric Golf Cars
1	541274	2015 Club Car Electric Golf Cars
1	541275	2015 Club Car Electric Golf Cars
1	541277	2015 Club Car Electric Golf Cars
1	541278	2015 Club Car Electric Golf Cars
1	541279	2015 Club Car Electric Golf Cars
1	541280	2015 Club Car Electric Golf Cars
1	541287	2015 Club Car Electric Golf Cars
1	541288	2015 Club Car Electric Golf Cars
1	541289	2015 Club Car Electric Golf Cars
1	541290	2015 Club Car Electric Golf Cars

DEPARTMENT OF TREASURY
UCC SECTION
FILED

2014 OCT 31 P 3:30

----------Equipment List End ----------

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
51530615 - 345090
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Filed In: New Jersey (S.O.S.)

2011 JUL 21 P 3:00

25/1214-8

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Montclair Golf Club					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS: 25 Prospect Avenue	CITY: West Orange	STATE: NJ	POSTAL CODE: 07052	COUNTRY: USA	
1d. SEE INSTRUCTIONS: ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: Non-Profit	1f. JURISDICTION OF ORGANIZATION: NJ	1g. ORGANIZATIONAL ID #, if any: 0100889873 ☐ NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS: ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: PNCEF, LLC					
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS: 995 Dalton Ave.	CITY: Cincinnati	STATE: OH	POSTAL CODE: 45203	COUNTRY: USA	

4. This FINANCING STATEMENT covers the following collateral:
See Attached

1 Page Attachment
2-314342
4/19/16

5. ALTERNATIVE DESIGNATION [if applicable]: ☒ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ADDITIONAL FEE ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

51530615

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

The equipment and other goods and all software and other general intangibles which are described on Lease Agreement Number 135340000 and Equipment Schedule A attached hereto and made a part hereof, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattel paper, general intangibles, goods or instruments.

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

Montclair Golf Club
25 Prospect Avenue
West Orange, NJ 07052
County: Essex

********** Equipment List for above location **********

Qty	Ser #	Description
1	(RG1045-146021)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146024)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146032)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146044)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146048)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146056)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146064)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146079)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RG1045-146083)	2010 Club Car Turf2 Gas Utility Vehicles with electric bed lifts
1	(RB1045-146165)	2010 Club Car Turf2 Gas Utility Vehicles with driving range enclosures
1	(RB1045-146182)	2010 Club Car Turf2 Gas Utility Vehicles with driving range enclosures
1	(HG1044-145087)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145136)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145138)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145141)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145149)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145151)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145153)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145154)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145279)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145282)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(HG1044-145285)	2010 Club Car Turf1 Gas Utility Vehicles with electric bed lifts
1	(AG0906-999589)	2010 Gas Villager 4 with canopy top and windshield

Together with all attachments, tooling, accessories, appurtenances and additions thereto.

********** Equipment List End **********

25712147

00 SEP 13 11:57

Ann

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:25712148

06/16/15 15:53:32

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
25712148

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
PNCEF, LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
PO BOX 303
TRENTON, NEW JERSEY 08646
24664271

I, THE TREASURER OF NEW JERSEY, DO HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS HAVE BEEN FILED AND RECORDED IN THIS OFFICE ON THE DATES SET FORTH:

DEBTOR: ROCK SPRING CLUB
90 ROCK SPRING ROAD
WEST ORANGE, NJ 07052

SECURED PARTY: WELLS FARGO FINANCIAL LEASING, INC.
800 WALNUT STREET
F4031-040
DES MOINES, IA 50309

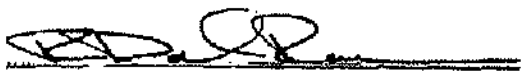
DATE FILED: 04/02/2008 AT 5:00 P.M.

FILING NUMBER: 24664271

COLLATERAL: ALL EQUIPMENT HERETOFORE, NOW OR HEREAFTER LEASED OR FINANCED BY SECURED PARTY (LESSOR) TO DEBTOR (LESSEE), PURSUANT TO THE TERMS OF THAT CERTAIN MASTER LEASE AGREEMENT NUMBER #019-0000831 AND ANY SCHEDULES THERETO, TOGETHER WITH ALL PARTS, ACCESSORIES, ATTACHMENTS, SUBSTITUTIONS, ADDITIONS AND REPLACEMENTS THERETO AND THEREOF, NOW OR HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION THEREWITH AND THE PROCEEDS THEREOF, TOGETHER WITH ALL PERIODIC PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS DUE, AND TO BECOME DUE, ARISING FROM OR RELATING TO SAID EQUIPMENT. THE ABOVE-DESCRIBED PROPERTY IS OWNED BY SECURED PARTY (LESSOR) AND/OR ITS ASSIGNEE AND IS LEASED TO DEBTOR (LESSEE).

FILING HISTORY: 04/02/2008 UCC1

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT TRENTON, THIS 3RD DAY OF APRIL, 2008 A.D.



R. David Rousseau
Acting State Treasurer

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company [72292131] 800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company [72292131]
801 Adlai Stevenson Dr
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed

Filing Number:24664271

12/26/12 17:37:19

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
24664271

1b. This FINANCING STATEMENT AMENDMENT is ☐ to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party ☐ DELETE name: Give record name to be deleted in item 6a or 6b ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Financial Leasing, Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
[72292131]

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Continuation: 1/1

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Corporation Service Company 8008585294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number:24664271
03/15/13 14:37:11

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
24664271

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party

☐ DELETE name: Give record name to be deleted in item 6a or 6b

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire [X] restated collateral description, or describe collateral ☐ assigned

All Equipment heretofore, now or hereafter leased or financed by Secured Party (Lessor) to or for Debtor (Lessee), together with all parts, accessories, attachments, substitutions, additions thereto and replacements thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all periodic payments, insurance proceeds, other proceeds and payments due, and to become due, arising from or relating to said Equipment.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Wells Fargo Financial Leasing, Inc.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
019-0000831-001- Debtor:ROCK SPRING CLUB

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Collateral Restated: 1/1

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:24664271

04/22/16 13:12:44

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
24664271

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes: AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☒ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
Montclair Golf Club

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
90 Rock Spring Road	West Orange	NJ	07052	US

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Wells Fargo Financial Leasing, Inc.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
603-0000831-001- Debtor:ROCK SPRING CLUB

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company (141141060) 800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
FilingDept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company [141141060]
801 Adlai Stevenson Dr
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:24664271

01/10/18 13:16:43

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
24664271

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:
This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
Wells Fargo Financial Leasing, Inc.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
141141060

[redacted]

UCC-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company [73763839] 800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company [73763839]
801 Adlai Stevenson Dr
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue
UCC Section
Filed
Filing Number:50453474
02/22/13 [8:22:23

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	US

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	NJ	0100869873 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
VGM Financial Services a Division of TCF Equipment Finance, Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive	Waterloo	IA	50701	US

4. This FINANCING STATEMENT covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, INC. AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, INC., OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
0040588005101

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Ucc New Filing: 1/1

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CORPORATION SERVICE COMPANY 2174922700

B. E-MAIL CONTACT AT FILER (optional)
alex.heyen@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:52147012

03/30/17 11:41:29

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Avenue	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME
Rock Spring Club, Inc.

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect AV	West Orange	NJ	07052	US

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
PNC Equipment Finance, LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
995 Dalton Ave	Cincinnati	OH	45203	US

4. COLLATERAL: This financing statement covers the following collateral:

See attachment.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
203595000 - 7696756 1292 58710

Collateral:

The equipment and other goods and all software and other general intangibles which are more fully described below and on Lease Agreement Number 203595000, whether now owned or existing or hereafter acquired or arising, leased to Debtor, as lessee, by Secured Party, as lessor, all replacements, substitutions, attachments, accessions, upgrades, parts and additions to such property, all options to purchase such property, all supporting obligations pertaining to the foregoing, and all proceeds of the foregoing (cash and non-cash), including, without limitation, insurance proceeds and condemnation awards and all proceeds in the form of accounts, chattel paper, general intangibles, goods or instruments. The Collateral is within the scope of Article 9 as enacted by the state of New Jersey.

Montclair Golf Club

25 Prospect Avenue

West Orange,NJ 07052

County:Essex

----------Equipment List for above location ----------

Qty	Ser#	Description 1 [No Serial Number] HR Spreader	440 Turf Tender 1 [No Serial Number]
1	400459234	Reelmaster 5410-D Tier 4	
1	400459222	Reelmaster 5410-D Tier 4	
1	400459223	Reelmaster 5410-D Tier 4	
1	400459224	Reelmaster 5410-D Tier 4	
1	400459227	Reelmaster 5410-D Tier 4	
1	400459235	Reelmaster 5410-D Tier 4	
1	400459231	Reelmaster 5410-D Tier 4	
1	400459236	Reelmaster 5410-D Tier 4	
1	400145478	TransPro 80	
1	400349207	TransPro 80	
1	400349208	TransPro 80	
1	400349209	TransPro 80	

1	400349210	TransPro 80
1	400349211	TransPro 80
1	400349212	TransPro 80
1	400349213	TransPro 80
1	400349214	TransPro 80
1	400349215	TransPro 80
1	400469204	Pro Force
1	400469205	Pro Force
1	400420529	GM4500-D Groundsmaster
1	400420552	GM4500-D Groundsmaster
6	[No Serial Number]	GR-1000
1	400584749	22 In 5 In 8-BLD (RR) DPA CU
1	[No Serial Number]	SAST NJ, Essex, West Orange
1	400584754	22 In 5 In 8-BLD (RR) DPA CU

----------Equipment List End ----------

This filing is for precautionary purposes in connection with a leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Corporation Service Company 8008585294

B. E-MAIL CONTACT AT FILER (optional)
filingdept@cscinfo.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:51098353

03/03/15 13:08:51

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
Montclair Golf Club

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 Prospect Ave	West Orange	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
VGM Financial Services, a division of TCF National Bank

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1111 W. San Marnan Drive, Suite A2 West	Waterloo	IA	50701-8926	US

4. COLLATERAL: This financing statement covers the following collateral:
ANY AND ALL EQUIPMENT, FIXTURES, INVENTORY, GOODS AND SOFTWARE FINANCED BY OR LEASED FROM TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK AND THAT ARE SUBJECT OF AN AGREEMENT BETWEEN DEBTOR AND TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK OF ANY KIND OR NATURE WHATSOEVER, WHEREVER LOCATED, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, SUBSTITUTIONS, REPLACEMENT PARTS, ADDITIONS, ACCESSORIES, AND ACCESSIONS THERETO AND THEREOF, AND ALL PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
004-0588005-301

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
CSC 2175445900

B. E-MAIL CONTACT AT FILER (optional)
nancy.gettings@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC
801 Adlai Stevenson Drive
Springfield, IL 62703
US

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number:53113474

11/29/18 16:59:39

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
PROVIDENT BANK

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 WOOD AVENUE SOUTH	ISELIN	NJ	08830	US

4. COLLATERAL: This financing statement covers the following collateral:
All Assets. The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with: New Jersey Division of Revenue Cl/mt #: 141986.270 Doc #: 10278196

Signed, Sealed and Delivered in the presence of Hobart L. Benedict — Evelyn Lewitt — Seal

No consideration was paid for this conveyance and hence no revenue stampsare required.

Hobart L. Benedict

STATE OF NEW JERSEY, SS: COUNTY OF ESSEX

BE IT REMEMBERED, That on this First day of March in the year of our Lord One Thousand Nine Hundred and forty-eight, before me the subscriber, a Master in Chancery of New Jersey, personally appeared Evelyn Lewitt, widow, who, I am satisfied, is the grantor mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon she acknowledged that, she signed, sealed and delivered the same s a her voluntary act and deed, for the uses and purposes therein expressed.

Hobart L. Benedict, Master in Chancery of New Jersey

Received in the Office March 11th A.D. 1948 at 12:14 P.M. No. 17

Recorded at the request of Hobart L. Benedict

DBR Q110-380 Rec 3-11-48

ROCK SPRING CLUB TO F. STARK NEWBERRY

THIS INDENTURE, Made the 2nd day of February 1948, between Rock Spring Club, a corporation of the State of New Jersey, party of the first part, and F. Stark Newberry, of the City of Orange, County of Essex and State of New Jersey, party of the second part: WITNESSETH: WHEREAS, the party of the first part is seized of an estate in fee simple in a tract of land in the Town of West Orange, Essex County, New Jersey, lying to the west and adjoining property of the party of the second part; and WHEREAS, the party of the second part is desirous of obtaining a right of way across said land and other lands of the party of the first part; and WHEREAS, the party of the first part in consideration of the sum of $500. to be paid to it by the party of the second part for the said right or grant to the party of the second part of an easement or right of wayover the said property as hereinafter described; NOW, THEREFORE, this Indenture Witnesseth that in pursuance of said Agreement and consideration of the sum of $500, paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby gives and grants to the party of the second part, his heirs and assigns, full right and liberty for him and them, his and their tenants, servants, visitors and licensees, the right at all times hereinafter with vehicle or otherwise to pass over and across the lands hereinafter described, and the said party of the first part does hereby further agree in consideration of the foregoing that it will for itself, its agent, tenants or members or invitees keep the entrance to the said right of way free and unobstructed, and the party of the second part does to himself, his heirs and assigns further agree that he and they will at all times, at his or their own expense, keep and maintain the said right of way from the easterly boundary of the lands of the party of the first part where it adjoins lands of the party of the second part and running to the existing roadway as now constructed and used by the party of the first part leading to Rock Spring Road at his own cost and expense, so as to permit the passage of vehicles or pedestrians without interference at all times; The premises upon which the said right of way shall exist are located in the Town of West Orange, County of Essex and State of New Jersey, and are bounded and described as follows:

BEGINNING in the westerly line of the Old Freeman Tract distant south 31 degrees 14 minutes west 125.17 feet from the northwesterly corner of said tract and running thence

along said tract south 31 degrees 14 minutes west 25.17 feet to the southerly line of proposed right of way; thence along that line curving to the right on the arc of a circle whose radius is 251.37 feet for a distance of 397.26 feet to a point of tangent in the center line of Rock Spring Road, produced; thence along that line north 38 degrees 27 minutes east 147.06 feet to the southerly ordinance end of Rock Spring Road; thence along that line, south 51 degrees 33 minutes east 25.00 feet to the easterly line of Rock Spring Road; thence along that line, produced, south 38 degrees 27 minutes west 147.06 feet to a point of curve; thence curving to the left on the arc of a circle whose radius is 226.37 feet for a distance of 335.00 feet, more or less, to the place of BEGINNING.

To have and to hold such easement or right of way herein contained and grant unto the party of the second part, his heirs and assigns as appurtenant to the land of the said party of the second part.

The foregoing description being according to that certain survey dated July 31, 1947 made by Freeman & Winston, West Orange, New Jersey.

It is understood that any reference in said description to an extension of Rock Spring Road is for the purpose of convenient description only, and no such reference shall be deemed to be or be construed to be a dedication or rededication of said extension of Rock Spring Road.

This easement is subject to the grant of any prior easement and shall not in any way impair or interfere with same.

It is further mutually understood and agreed by and between the parties hereto that should the said Rock Spring Club at any time in the future change the line of the present right of way running from its Clubhouse to the southerly ordinance end of Rock Spring Road, the said Rock Spring Club will in that event provide another right of way over and across its property in accordance with the terms hereinbefore mentioned in order that the said F. Stark Newberry, his heirs and assigns, may at all times have a means of ingress and egress in accordance with the terms hereof from his westerly line to the southerly ordinance end of Rock Spring Road, the same to be substantially the same width as the right of way herein provided for.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 2nd day of February, 1948.

Attest:
Stuart D. Forrest
Secretary

ROCK SPRING CLUB INCORPORATED 1933 NEW JERSEY

Rock Spring Club
By: Henry L. Leeb
President

Signed, Sealed and Delivered in the presence of
J. Fred Berstecher

F. Stark Newberry Seal

STATE OF NEW JERSEY, SS:
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 2nd day of February, in the year of our Lord One Thousand Nine Hundred and Forty-eight, before me, the subscriber, a Master in Chancery of New Jersey personally appeared F. Stark Newberry, who, I am satisfied, is the individual mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

J. Fred Berstecher, a Master in Chancery of New Jersey

STATE OF NEW JERSEY, SS: BE IT REMEMBERED, that on this 10th day of
COUNTY OF ESSEX February in the year One Thousand Nine-
Hundred and Forty-eight, before me, the subscriber, a Master in Chancery of New Jersey,
personally appeared Stuart D. Forrest, who, being by me duly sworn on his oath, doth depose
and make proof to my satisfaction, that he is the Secretary of Rock Spring Club the corpor-
ation named in the within Instrument; that Henry L. Loeb is the President of said corporation
that the execution, as well as the making of this Instrument has been duly authorized by a
proper resolution of the Board of---of said corporation; that deponent well knows the
corporate seal of said corporation; and the seal affixed to said Instrument is such cor-
porate seal and was thereto affixed and said Instrument signed and delivered by said
President, as and for his voluntary act and deed and as and for the voluntary act and deed
of said corporation; in presence of deponent, who thereupon subscribed his name thereto a
witness.

Sworn and subscribed before me Stuart D. Forrest
at Newark, N.J.
the date aforesaid.
William J. Brennan, Jr.
A Master in Chancery of New Jersey

Received in the Office March 11th A.D. 1948 at 12:22 P.M. No. 18
Recorded at the request of Howe & Davis

4 21

CHARLES W. BOESCH, ET UX
TO
SIEGFRIED E. BLESSIN, ET UX

THIS INDENTURE, Made the 5thday of March
in the year One Thousand Nine Hundred and
Forty-eight BETWEEN Charles W. Boesch and
Mathilda Boesch, his wife, of the Township
of Millburn in the County of Essex and State of New Jersey, parties of the first part
AND Siegfried E. Blessin and Pauline H. Blessin, his wife of the City of Summit in the
County of Union and State of New Jersey, parties of the second part: WITNESSETH, THAT
3.00) the said parties of the first part, for and in consideration of One ($1.00) Dollar and
other good and valuable consideration lawful money of the United States of America, to them
in hand well and truly paid by the said parties of the second part, at or before the seal-
ing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
said parties of the first part being therewith fully satisfied, contented and paid, have
given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and
by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and con-
firm unto the said parties of the second part, and to their heirs and assigns, forever, All
that certain tract or parcel of land and premises, hereinafter particularly described,
situate, lying and being in the Township of Millburn in the County of Essex and State of
New Jersey.

BEGINNING at a point in the center line of Hemlock Road distant as measured along
the said center line of Hemlock Road in a Northwesterly direction 206.39 feet from the inter-
section of the same with the prolongation in a northeasterly direction of the northwesterly
line of Bishops Lane (formerly Essex Way) and running thence (1) along said center line of
Hemlock Road North 51 degrees 18 minutes west 20.40 feet to a point; thence (2) still along
the same North 56 degrees 18 minutes West 104.60 feet to a point; thence (3) North 36
degrees 56 minutes east along lands now of one Fulkerson, formerly Ralph C. French and
lands of Bernau 300 feet to a point; thence (4) along land of Bernau South 56 degrees 18
minutes East 125 feet to a point; thence (5) South 36 degrees 56 minutes 50 seconds West
along the aforesaid center line of Hemlock Road and point and place of BEGINNING.

mother, deceased, known to me to be the persons whose names subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, at my office in the City and County of San Francisco, State of California, the day and year in this Certificate first above written.

Mary L. McAleer,
Notary Public in and for the City and County of San Francisco, State of California.

MARY L. MC ALEER NOTARY PUBLIC BONDED CITY & COUNTY OF SAN FRANCISCO

STATE OF CALIFORNIA, SS.
CITY AND COUNTY OF SAN FRANCISCO

I, H.I. Mulcrevy, County Clerk of the City and County of San Francisco, State of California, and ex-officio Clerk of the Superior Court thereof, the same being a Court of Record, having by law a seal, DO HEREBY CERTIFY, that Mary L. McAleer whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, and duly authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances, for land, tenements or hereditaments in said State, to be recorded therein. And further that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said Certificate of proof or acknowledgement is genuine, and that said instrument is executed and acknowledged according to the laws of said State. I further certify that an impression of the seals of Notaries Public are not required by law to be filed in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Superior Court.

Dated May 18, 1929.
H. I. Mulcrevy
Clerk.

SUPERIOR COURT CITY & COUNTY OF SAN FRANCISCO CAL.

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 27th day of May in the year of our Lord One Thousand Nine Hundred Twenty-nine, before me the subscriber, an Attorney-at-Law of the State of New Jersey personally appeared Rosalinda Calemari & Henry Calemari, her husband who, I am satisfied, they are two of the grantors mentioned in the within Deed, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Eddie W. Mascia, An Attorney-at-Law of N.J.
Received in the office June 3rd, A.D. 1929 at 3:44 P.M. No. 60

DBK 579-345 Rec 6-3-29

ROCK SPRING COUNTRY CLUB
TO
ALFRED J. GROSSO, ET UX

MEMORANDUM OF AGREEMENT made this 31st day of May, 1929, BETWEEN Rock Spring Country Club, a corporation of the State of New Jersey, party of the first part, and Alfred J. Grosso and Grace A. Grosso, his wife, of the Town of West Orange, in the County of Essex and State of New Jersey, parties of the second part.

WHEREAS, the said Alfred J. Grosso and Grace A. Grosso, his wife, are the owners of lands and premises situate in the Town of West Orange, in the County of Essex and State of New Jersey, described as follows:

BEGINNING at a monument set in the northwesterly corner of lands formerly belonging to the Estate of George C. Freeman, in the boundary line of lands of the said Alfred J. Grosso and Grace A. Grosso, his wife, and the Rock Spring Country Club; running thence (1) along the said boundary line, south thirty-one degrees fourteen minutes west one hundred feet to the southwesterly line of Orange Heights Avenue; thence (2) along the said line of Orange Heights Avenue, south fifty-two degrees six minutes east ninety-one feet and thirty-one hundredths of a foot to a point of curve; thence (3) still along the boundary line of the said Orange Heights Avenue, curving to the right on the arc of a circle having a radius of two hundred and fifty-seven feet and forty-one hundredths of a foot, a distance of one hundred and eighty-one feet and thirty-four hundredths of a foot, more or less, to a point of tangency; thence (4) still along the said line of Orange Heights Avenue, south fifty-two degrees six minutes east thirty feet and thirty-two hundredths of a foot, more or less, to the northwesterly line of Essex Terrace; thence (5) along the said line of Essex Terrace, north thirty-five degrees fourteen minutes east one hundred and seventy-five feet to a point, here said line of Essex Terrace intersects the boundary line between lands formerly of the Estate of George C. Freeman and the Orange Mountain Traction Company; thence (6) along the said boundary line, north fifty-two degrees six minutes west ninety-nine feet and [illegible] two hundredths of a foot to [illegible]

easterly line of lands conveyed to the said Alfred J. Grosso and Grace A. Grosso, his
wife, by the Orange Mountain Traction Company; thence (7) north thirty-seven degrees
four minutes east along the westerly line of proposed Essex Terrace, one hundred and
eighty-seven feet to other lands belonging to the Orange Mountain Traction Company;
(8) north fifty-four degrees eleven minutes west three hundred and ninety feet, more or
less, to lands of the Rock Spring Country Club; thence (9) south thirty-one degrees
one minutes west one hundred and seventy-one feet and ninety feet, more or less, to
point and place of BEGINNING; and

WHEREAS, the said Rock Spring Country Club is about to convey to the said
Alfred J. Grosso and Grace A. Grosso, his wife, the following described property,
lying and being in the Town of West Orange, in the County of Essex and State of New
Jersey, to wit:

BEGINNING at a pipe in the northerly line of Orange Heights Avenue where
same is intersected by the boundary line of lands of the said Rock Spring Country Club
the said Alfred J. Grosso; running thence (1) north eighteen degrees thirteen minutes
two hundred and eighty-four feet and eight hundredths of a foot to a point; thence (2)
south fifty-four degrees twenty-seven minutes east sixty-five feet to an iron pipe
the northwesterly corner of lands formerly of the Orange Mountain Traction Company
said Grosso; thence (3) along the boundary line of lands of the Rock Spring Country
and the lands formerly of the Orange Mountain Traction Company, south thirty-one
thirty-one minutes west one hundred and seventy-one feet and ninety-hundredths of
to a monument set in the northwesterly corner of lands formerly belonging to the
George C. Freeman; thence (4) along the boundary line of lands formerly belonging
Estate of George C. Freeman, south thirty-one degrees fourteen minutes west one hundred
feet to the point and place of BEGINNING, and

WHEREAS, the said Rock Spring Country Club has agreed to grant to the said
Alfred J. Grosso and Grace A. Grosso, his wife, a right-of-way in and over a certain
of land running westerly from the lands about to be conveyed by the said Rock Spring
Country Club to the said Alfred J. Grosso, to Rock Spring Road;

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable con-
sideration by the parties each to the other paid, the receipt of which is hereby ack-
edged, it is mutually agreed as follows:

1. The said party of the first part does hereby give, grant and convey unto
said parties of the second part, their heirs and assigns, forever, an easement or right of
way in, over and thru a strip of land twenty-five feet in width, the centre line of
is described as follows:

BEGINNING in the westerly line of lands about to be conveyed to the said Alfred
J. Grosso by the said Rock Spring Country Club, being the lands secondly described
recitals hereof, at a point therein distant on a course of south eighteen degrees [illegible]
minutes west, twenty-eight feet and seventy-five hundredths of a foot from the northerly
corner of said lands; running thence north forty-five degrees fifty-seven minutes [illegible]
hundred and fifty feet and sixty-three hundredths of a foot to a point where the same
be intersected by the centre line of Rock Spring Road, produced; thence (2) north[illegible]
along the centre line of Rock Spring Road, produced, to the [illegible] line of said Rock Spring
Road.

2. And the said party of the first part does hereby covenant and agree that it
shall be lawful for the said parties of the second part, their heirs, executors, adminis-
trators and assigns, their agents and servants, and the tenants and occupants from time
to time, of the premises now owned by the said Alfred J. Grosso and Grace A. Grosso, his
wife, at all times, freely, to pass and re-pass over the said right-of-way, on foot,
animals, vehicles, [illegible] or otherwise, and that it shall be lawful for the said parties
of the second part, their heirs, executors, administrators and assigns, to lay water
and gas mains and electric conduits in said right-of-way and connect said water, gas
sewer mains with water, gas and sewer mains in said Rock Spring Road.

3. And the said parties of the second part do hereby covenant and agree for them-
selves, their heirs, executors, administrators and assigns, that they will not maintain,
erect or cause to be maintained or erected on the said lands belonging to the said Alfred
J. Grosso and Grace A. Grosso, his wife, and first described in the recitals hereof, more
than one building to be used and occupied by one family only, including the present
[illegible] within one hundred and fifty feet of the present boundary line between
[illegible] said Alfred J. Grosso and the said Rock Spring Country Club.

4. And the said party of the first part does hereby covenant and agree for
[illegible] its successors and assigns, that it will not erect or caused to be erected on
lands lying between the easterly boundary line of the premises to be conveyed by [illegible]
of the first part to the said parties of the second part hereto and the westerly line
the roadway leading from [illegible] Road to the Club house of the party of the first part
and between the [illegible] and southerly lines of the property of the said party of
[illegible] part as hereinbefore described, if prolonged, any building other than one building
to be used and occupied by one family only, within one hundred and fifty feet of the
boundary line.

5. It is further mutually agreed and understood that the said party of the
[illegible] its successors and assigns [illegible] under no responsibility or obligation [illegible]
[illegible] and that the said parties of the
[illegible] its successors and assigns [illegible]

said right of way and for any failure to properly construct and maintain the same.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be hereto affixed, and the parties of the second part have hereunto set their hands and seals the day and year first above written.

Attest:
Theo. McC. Marsh
Secretary.

ROCK SPRING COUNTRY CLUB INCORPORATED 1925 NEW JERSEY

Rock Spring Country Club
By T. H. Powers Farr
President.

Alfred J. Grosso Seal
Grace A. Grosso Seal

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 31st day of May, Nineteen hundred and Twenty-nine, before me the subscriber, a Notary Public of New Jersey, personally appeared T. McCurdy Marsh, who being by me duly sworn on his oath, says that he is the Secretary of Rock Spring Country Club, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by T.H. Powers Farr, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me
at--the date aforesaid.
Samuel P. Watson
A Notary Public of New Jersey.

Theo. McC. Marsh.
Secretary.

SAMUEL P. WATSON NOTARY PUBLIC NEW JERSEY

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this 31st day of May in the year of our Lord One Thousand Nine Hundred and Twenty-nine, before me, the subscriber, A Master in Chancery of New Jersey, personally appeared Alfred J. Grosso and Grace A. Grosso, his wife, who, I am satisfied, are the Grantees mentioned in the within Instrument; to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed; and the said Grace A. Grosso, wife as aforesaid, being by me privately examined, separate and apart from said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

Norman L. Blundake, A Master in Chancery of N.J.

Received in the office June 3rd, A.D. 1929 at 3:45 P.M. No. 61

PREPARED BY L.A.P.

ROCK SPRING COUNTRY CLUB
TO
ALFRED J. GROSSO, ET UX

THIS INDENTURE, Made the twenty-first day of May in the year of Our Lord One Thousand Nine Hundred and Twenty-Nine BETWEEN Rock Spring Country Club, a corporation of the Town of West Orange in the County of Essex and State of New Jersey of the First Part; AND Alfred J. Grosso and Grace A. Grosso, his wife, of the Town of West Orange in the County of Essex and State of New Jersey of the Second Part; WITNESSETH, That the said party of the first part, in consideration of the sum-One ($1.00) Dollar and other good and valuable considerations lawful money of the United States of America, to it in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm, unto the said party of the second part, and to their heirs and assigns forever, ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of West Orange in the County of Essex and State of New Jersey.

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BEGINNING at a pipe in the northerly line of Orange Heights Avenue where the same is intersected by the boundary line of lands of the said Rock Spring Country Club and the said Alfred J. Grosso; running thence (1) north eighteen degrees thirteen minutes east two hundred and eighty-four feet and eight hundredths of a foot to a point; thence (2) south fifty-four degrees twenty-seven minutes east sixty-five feet to an iron pipe set at the northwesterly corner of lands formerly of the Orange Mountain Traction Company, now of said Grosso; thence (3) along the boundary line of lands of the Rock Spring Country Club and the lands formerly of the Orange Mountain Traction Company, south thirty-one degrees thirty-one minutes west one hundred and seventy-one feet and ninety hundredths of a foot to a monument set in the northwesterly corner of lands formerly belonging to one Harold G. George C. Freeman; thence (4) along the boundary line of lands formerly belonging to the Estate of George Clarkeman, south thirty-one degrees fourteen minutes west one hundred feet to the point and place of BEGINNING. The above described lands and premises are conveyed subject to the following covenants and restrictions to run with the land:

First: That no buildings shall be erected upon the said premises prior to January 1st, 1978.

B.B.P. 509 [illegible]

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Second: That until January 1st, 1978, no fence shall, without the prior express written consent of the grantor, be constructed upon said premises or along any boundary line thereof, but this covenant shall not be deemed to prevent ornamental stone walls along a boundary line or lines of said premises not exceeding three and one-half feet in height and hedges of ornamental shrubbery not exceeding four feet in height.

Third: That until January 1st, 1978 no sign or signs shall, without the prior express written consent of the grantor thereto, be placed upon said premises.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, AND ALSO, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of said party of the first part, of, in, or to the above described premises and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

Signed, Sealed and Delivered in the presence of
Attest:
Theo. McC. Marsh
Secretary.

ROCK SPRING COUNTRY CLUB INCORPORATED 1925 NEW JERSEY

Rock Spring Country Club
By T. H. Powers Farr
President.

STATE OF NEW JERSEY, SS.
COUNTY OF ESSEX

BE IT REMEMBERED, That on this Twenty First day of May, Nineteen Hundred and Twenty-Nine before me the subscriber, a Notary Public of New Jersey personally appeared Theodore McC. Marsh who being by me duly sworn on his oath, says that he is the Secretary of Rock Spring Country Club the corporation named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by T.H. Powers Farr who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me at Newark, N.J. the date aforesaid.
Robert O. Bentley, Jr.
A Notary Public of New Jersey.

ROBERT O. BENTLEY, JR. NOTARY PUBLIC NEW JERSEY

Theo. McC. Marsh

Received in the office June 3rd, A.D. 1929 at 3:46 P.M. No. 62

HARRY F. SCHWIND, ET UX
To
JOHN TESCHNER

THIS INDENTURE, Made the twenty ninth day of May, in the year of our Lord One Thousand Nine Hundred and twenty nine BETWEEN Harry F. Schwind, and Rose Schwind, his wife, of the Township of Livingston in the County of Essex and State of New Jersey party of the first part; AND John Teschner of the Town of Bloomfield in the County of Essex and State of New Jersey party of the second part; WITNESSETH, That the said party of the first part, for and in consideration of One Dollar and other good and valuable consideration lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Livingston in the County of Essex and State of New Jersey.

BEGINNING in the northerly line of Cedar Street distant westerly two hundred feet from the intersection of the same with the westerly line of Roseland (Livingston) Avenue which said westerly line of Roseland (Livingston) Avenue is thirty three feet westerly from the center line of the same measured at right angles thereto; thence north twenty eight degrees two minutes east one hundred seventy three feet and fifty hundredths of a foot; thence north fifty seven degrees forty minutes thirty seconds west fifty feet and fourteen hundredths of a foot; thence south twenty eight degrees two minutes west one hundred seventy seven feet and twenty five hundredths of a foot to the said northerly line of Cedar Street and thence along the same south sixty one degrees fifty eight minutes east fifty feet to the point and place of BEGINNING. BEING Lot No. 4 on a map of Central School Park, by

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land and premises unto the said party of the second part its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and attested by its Secretary and its common seal to be hereto affixed, the day and year first above written.

The words " and to the rights if any, of the New York and New Jersey Telephone Company" interlined before reacknowledgment by Frank Brewer as President of the grantor Company.

THE ORANGE MOUNTAIN TRACTION CO. INCORPORATED

The Orange Mountain Traction Co.
by Frank Brewer,
President.

Attest:
Alfred F.Skinner,
Secretary.

STATE OF NEW JERSEY,SS.
COUNTY OF ESSEX

BE IT REMEMBERED, that on this 30th. day of July, in the year of Our Lord One Thousand Nine Hundred and Twenty-five, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Frank Brewer, who I am satisfied is the President of The Orange Mountain Traction Company, to whom I first made known the contents thereof, and thereupon he acknowledged having signed and sealed and delivered the same as the voluntary act and deed of said The Orange Mountain Traction Company by virtue of authority from its Board of Directors.

J.Howard Conover,Master in Chancery of New Jersey.

STATE OF NEW JERSEY,SS.
COUNTY OF ESSEX

BE IT REMEMBERED, that on this 3rd day of August, in the year of Our Lord One Thousand Nine Hundred and Twenty-five, before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Frank Brewer, who I am satisfied is the President of The Orange Mountain Traction Company, to whom I first made known the contents thereof, and thereupon he acknowledged having signed and sealed and delivered the same as the voluntary act and deed of said The Orange Mountain Traction Company by virtue of authority from its Board of Directors.

Cayl A.Feick,Master in Chancery of New Jersey.

Received in the office September 9th,A.D.1925, at 8:36 P.M. No.70.

DBR B73-331
rec 9-9-25

ORANGE MOUNTAIN LAND CO.
TO
ROCK SPRING COUNTRY CLUB

THIS INDENTURE, Made the first day of July, A.D.Nineteen Hundred and and Twenty-five, BETWEEN Orange Mountain Land Company, a corporation of the State of New Jersey, hereinafter described as the Grantor and Rock Spring Country Club, a corporation of State of New Jersey, hereinafter described as the Grantee WITNESSETH, that the grantor, in consideration of One Dollar and other good and valuable consideration, lawful money of the United States, to it paid by the grantee the receipt whereof is acknowledged does by these presents grant, bargain, sell and convey unto the grantee and its successors and assigns forever ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of West Orange, in the County of Essex and State of New Jersey, to wit:

($64.50)

BEGINNING at a spike in the centre line of old Northfield Avenue, at a point where the same is intersected by the centre line of Northfield Avenue, formerly called "Ridgeway Avenue," running thence (1) along the centre line of old Northfield Avenue, north seventy-seven degrees thirty-two minutes east four hundred and seventy-nine feet and fifty hundredths of a foot; thence (2) south one degree thirty-two minutes west three hundred and twelve feet and eighty-two hundredths of a foot; thence (3) south eighty-six degrees forty-two minutes west one hundred and eighty-eight feet and seventy-six hundredths of a foot; thence (4) south eighty-seven degrees eighteen minutes east nine hundred and thirty feet and forty-four hundredths of a foot; thence (5) south twenty-seven degrees thirty minutes west three hundred and six feet and sixty-five hundredths of a foot to a monument; thence (6) south thirty-two degrees twenty-four minutes west three hundred and eighty-two feet and seventy-seven hundredths of a foot to another monument; thence (7) north fifty degrees forty-six minutes west twenty-five feet to another monument; thence (8) south twenty-eight degrees thirteen minutes west three hundred and thirty feet and two hundredths of a foot; thence (9) south twenty-eight degrees forty-one minutes west one hundred and sixty-nine feet; thence (10) south twenty-eight degrees forty-six minutes west one hundred and seventy-one feet and seventy-seven hundredths of a foot to a monument; thence (11) south twenty-eight degrees twenty-five minutes west three hundred and seventeen and [illegible] feet; thence (12) [illegible]

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(12) along the centre line of said Walker Road, south sixty degrees eighteen minutes west one hundred and ten feet, more or less, to an angle; thence (13) still along the centre line of Walker Road, south sixty-eight degrees forty-two minutes west ninety-four feet and eighty-six hundredths of a foot; thence (14) still along the centre line of the said Road, north south eighty-seven degrees six minutes west ninety feet and sixteen hundredths of a foot; thence (15) still along the centre line of the said Road, north seventy-seven degrees six minutes west five hundred and forty-two feet and fifty-six hundredths of a foot; thence (16) still along the said line of said Road, north seventy-six degrees ten minutes west eleven hundred and seventy-three feet and ninety hundredths of a foot; thence (17) still nearly along the centre line of the said Road, north fifty-two degrees thirty minutes west one hundred and eighty-three feet and eighteen hundredths of a foot to a monument; thence (18) still along the centre of the said Road, north twenty-eight degrees fifty minutes west two hundred and thirty-five feet and thirteen hundredths of a foot to a monument; thence (19) still along the centre of the said Road, north two degrees forty-eight minutes east two hundred and eighty-six feet and thirty-nine hundredths of a foot to a monument; thence (20) still nearly along the centre of the said Road, north seventeen degrees fifty minutes east two hundred and thirty-one feet and seventy-nine hundredths of a foot to a monument; thence (21) still along the centre of the said Road, north thirty-two degrees fifty-two minutes east four hundred and sixty-seven feet to a monument; thence still (22) along the said centre line of said Road, north twenty-five degrees fifty-seven minutes east seventy-five feet more or less to the southerly line of land belonging to one -Baumgardner; thence (23) along the line of the said Baumgardner's land, south eighty-six degrees three minutes east eleven hundred and thirty-one feet and sixty-nine hundredths of a foot; thence (24) still along the said Baumgardner's land, north eleven degrees five minutes east four hundred and fifty-five feet and forty hundredths of a foot; thence (25) still along the said land, north eighty-five degrees fifty-five minutes west four hundred and twenty-one feet and eight hundredths of a foot; thence (26) still along the said land, north thirty degrees thirty-two minutes west two hundred and thirty-seven feet and thirty hundredths of a foot to the centre line of the said Northfield Avenue aforesaid; thence (27) along the centre line of the said Northfield Avenue, north fifty-eight degrees twenty-one minutes east twenty-four feet and fifteen hundredths of a foot; thence (28) still along the centre line of said Avenue, north fifty-one degrees fourteen minutes east three hundred and forty-five feet and forty-eight hundredths of a foot; thence (29) still along the centre line of the said Avenue, north sixty-three degrees six minutes east two hundred and seventy feet; thence (30) still along the centre line of said Avenue, north seventy-seven degrees nine minutes east two hundred and ten feet and seventy-five hundredths of a foot; thence (31) still along the centre line of the said Avenue, south eighty degrees five minutes east one hundred and twenty-six feet and three hundredths of a foot; thence (32) still along the centre line of the said Avenue, north seventy-seven degrees thirty-two minutes east one hundred and eighteen feet to the point and place of BEGINNING. Being part of the same premises conveyed to the said Orange Mountain Land Company, by South Mountain Park Land Co., Orange Mountain Traction Co. and Frank D. Moss. The above premises are conveyed together with a right of way over a strip of land 50 feet in width, extending from a point near the northeasterly corner of the above described premises in a northerly direction to Northfield Avenue, which said strip of land is to be described by a survey to be agreed upon by the parties hereto and to be used by the parties hereto, their successors and assigns for the purpose of a road, with the right and privilege to the party of the second part, its successors and assigns, to lay water mains, sewer mains, electric conduits, gas pipes, telephone lines, over, in and through the same; the said party of the first part, for itself, its successors and assigns, does hereby covenant and agree to and with the said party of the second part, and its successors and assigns, that it will not operate a quarry or conduct any business whatsoever on any of the lands which it owns adjoining the above described premises; the above covenant shall be considered as a covenant running with the land and made as a consideration of the conveyance.

Together with all right, title and interest the party of the first part may have in and to all the lands lying within the street lines of the streets abutting on the premises hereby conveyed. The above described premises are conveyed expressly subject to a mortgage held by the South Mountain Park Land Co, in the sum of $128,500., dated July 1,1925 on which there is interest due from August 1,1925.

TOGETHER with the appurtenances, and also all the right, title and interest of the grantor of, in or to the same. TO HAVE AND TO HOLD the same unto the grantee, its successors and assigns, to its and their own use forever. AND the said grantor, for itself and its successors and assigns, does covenant and agree with the said grantee, its successors and assigns:

(1) That the title to said premises is vested in fee simple absolute in the said grantor;

(2) That the said grantor has good right to grant, bargain, sell and convey

(3) That the grantee, its successors and assigns may forever peaceably and quietly hold, possess and enjoy the same against every person lawfully claiming the same.

(4) That the same are now free and clear of all encumbrance whatsoever.

(5) That the grantor and its successors and all persons lawfully claiming under them any interest in said premises, shall and will at any time hereafter, upon the request and at the cost of the grantee, its successors or assigns, execute all further conveyances that shall be reasonably required.

(6) AND the said grantor and its successors, the above described premises, and every part thereof with the appurtenances unto the grantee, its successors and assigns against the grantor and its successors and against all persons lawfully claiming the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

Attest:
Alfred J.Grosso,
Secretary.

ORANGE MOUNTAIN LAND COMPANY INCORPORATED 1924 NEW JERSEY

Orange Mountain Land Company,
by Frank Brewer,
President.

STATE OF NEW JERSEY,SS.:
COUNTY OF ESSEX

BE IT REMEMBERED, That on this ninth day of September, Nineteen hundred and Twenty-five before me, the subscriber, a Master in Chancery of New Jersey, personally appeared Alfred J.Grosso, and made proof to my satisfaction that he is the Secretary of Orange Mountain Land Company, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Frank Brewer, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Sworn and subscribed to,
at Orange,New Jersey
before me, the date aforesaid.
Cyrus A.Vail
Master in Chancery of New Jersey

Alfred J.Grosso,
Secretary

Received in the office September 9th,A.D.1925, at 3:36 P.M. No.71.

GEORGE D. VON HOFE,SR.ET UX
TO
REGINALD ELLIS WELLS ET UX

THIS INDENTURE, Made the Eighth day of September in the year of our Lord One Thousand Nine Hundred and Twenty-five,

BETWEEN George D. Von Hofe,Sr., and Hannah Von Hofe, his wife, of the Town of West Orange, in the County of Essex, and State of New Jersey, party of the first part; AND Reginald Ellis Wells and Fay Lindley Wells, his wife, of the City of East Orange in the County of Essex and State of New Jersey party of the second part:WITNESSETH, That the said party of the first part, for and in consideration of One Dollar and other good and valuable consideration, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to their heirs and assigns, forever, ALL those certain tracts or parcels of land and premises hereinafter particularly described, situate, lying and being in the Town of West Orange, in the County of Essex, and State of New Jersey, to wit:

FIRST TRACT: BEGINNING on the Northerly corner of a lot or strip of land [illegible] ty feet in width from North to South which lot or strip of land is situate [illegible] in the rear and to the East of certain premises described in a deed from Charles [illegible] Co. to [illegible] Von Hofe, Sr., dated June [illegible], 1915 and recorded in Book [illegible]

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

*RETURN DOCUMENT TO:
ASHENFELTER,SLOUS ET AL.
363 BLOOMFIELD AVENUE
2C
MONTCLAIR, NJ 07042
ATTN: LAURENCE SLOUS, ESQ.

Instrument Number - 2018096847
Recorded On 11/8/2018 At 1:55:49 PM
*Instrument Type - DEED
Invoice Number - 242422 User ID: YN
*Grantor - ROCK SPRING CLUB
*Grantee - MONTCLAIR GOLF CLUB
*PARCEL IDENTIFICATION NUMBER
Block: 46.01 Lot: 22 - WEST ORANGE

Total Pages - 14

*FEES

NJ PRESERVATION ACCOUNT	$75.00
REGISTER RECORDING FEE	$85.00
HOMELESSNESS TRUST FUND	$3.00
TOTAL PAID	$163.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

004ULW

INSTRUMENT NUMBER - 2018096847

Essex County Recording Data Page Honorable Dana Rone Essex County Register	*Official Use Only*
Official Use Only:	
Date of Document: OCTOBER 30, 2018	Type of Document: DEED
First Party Name: ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC	Second Party Name: MONTCLAIR GOLF CLUB
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY		
Block: 46.01 160 160.01	Lot: 22-31 2 AND 10 30 AND 34	Qualifier:
Municipality: TOWNSHIP OF WEST ORANGE		
Consideration: $1.00		
Mailing Address of Grantee: 25 PROSPECT AVENUE, WEST ORANGE, NJ 07052		

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

ESSEX COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by:

Laurence Slous, Esq.

DEED

This Deed is made on **October 30, 2018**

BETWEEN **Rock Spring Club, A/K/A Rock Spring Club, Inc., a New Jersey not for profit corporation**

whose post office address is **90 Rock Spring Road, West Orange, New Jersey 07052**
referred to as the Grantor.

AND **Montclair Golf Club, a New Jersey not for profit corporation**

whose post office address is **25 Prospect Avenue, West Orange, New Jersey 07052**
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the Property) described below to the Grantee. This transfer is made for the sum of **One and 00/100 ($1.00) DOLLARS.**

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of **Township of West Orange**

Block No. **46.01**	Lot Nos. **22 through 31**	Account No.
Block No. **160**	Lot Nos. **2 and 10**	
Block No. **160.01**	Lot Nos. **30 and 34**	

☐ No lot and block or account number is available on the date of this Deed.

3. **Property.** The property consists of the land and all the buildings and structures on the land in the **Township of West Orange County of Essex and State of New Jersey.** The legal description is:

☑ Please see attached Legal Description annexed hereto and made a part hereof.

BEING the same premises conveyed to the Grantor herein by various Deeds shown on the "Vesting Schedule" attached hereto.

The street address of the Property is: 90 Rock Spring Road, West Orange, New Jersey 07052.

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature)

Witness:

Laurence Sious, Esq.

Rock Spring Club, AKA Rock Spring Club, Inc.
a New Jersey not for profit corporation, by its sole shareholder, Montclair Golf Club, a New Jersey not for profit corporation

By:_____(Seal)
Christopher P. Gengaro, President

STATE OF NEW JERSEY)
) SS.:
COUNTY OF ESSEX)

I CERTIFY that on October 30, 2018, Christopher P. Gengaro, personally came before me and stated to my satisfaction that:

(a) He is the President of Montclair Golf Club, the sole shareholder of Rock Spring Club, the entity named in this Deed;
(b) He executed the foregoing instrument in the name of said corporation, and he had the authority to sign the same and, and acknowledge that he executed the same as the act and deed of said corporation;
(c) This deed was made for $1.00 as full and actual consideration paid or to be paid for the transfer of title (such consideration as defined in N.J.S.A. 46:15-5); and
(d) This Deed was signed and delivered by the corporation as its voluntary act and deed.

Laurence Sious, Esq.
Attorney at Law of New Jersey

Record and Return to:

Laurence Sious, Esq.
Ashenfelter, Sious et al.
363 Bloomfield Avenue, 2C
Montclair, NJ 07042

GC Stewart associates, inc.

Falls Professional Building
320 Runnymede Road PO Box 66 Essex Falls, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (60' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732). Said point also being the 7th corner in Deed Book G87, Pg. 331 Tract 1, and being the **POINT AND PLACE OF BEGINNING;**

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/f Der, Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of N.J., LLC in Deed Book 5884, Pg.522, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 6208, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.86 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 246.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 46 seconds (05°19'46"), an arc length of 16.87 feet, and a chord bearing and distance of South 28 degrees 42 minutes 59 seconds West (S28°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5148, Pg.823);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Marcantonio, John in Deed Book 5155, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 165.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W.) 50.38' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (60' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.06 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5564, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160.;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 16.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature. Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E.) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 60.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 187+64.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivilli, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 462.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegidle, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 60.56 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the **POINT AND PLACE OF BEGINNING.**

Containing 5,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Fells, New Jersey, dated June 30, 2014.

GC Stewart associates, Inc.

Falls Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 35 and 34
LANDS OF
"ROCKSPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence in Deed Book 5259, Pg.545) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the 6th corner in Deed Book 987, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 78 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 550.00 feet, a central angle of 13 degrees 10 minutes 36 seconds (13°10'36"), an arc distance of 126.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 126.50 feet to a point of intersection with the northwesterly line of Underoliff Terrace South (60' wide R.O.W.);

thence (3) running along said northwesterly sideline of Underoliff Terrace South, South 35 degrees 20 minutes 37 seconds West (S35°20'37"W), a distance of 218.95 feet to an angle point;

thence (4) still along said sideline of Underoliff Terrace South, South 27 degrees 42 minutes 37 seconds West (S27°42'37"W), a distance of 298.69 feet to an angle point;

thence (5) still along said sideline of Underoliff Terrace South, passing over a Stone Monument at the terminus of said Underoliff Terrace South at a distance of 6.31 feet, and also along the northwesterly line of Lot 3, Block 46.08 (lands n/f Jacobs, Howard in Deed Book 5141, Pg.707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 806.06 feet to a point, Said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument, Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/64 and Filed 3/09/64 as Map No.3549.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (50' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 626.94 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

VESTING SCHEDULE

The fee simple estate or interest in the land described or referred to in the Commitment and covered herein is and is at the effective date hereof vested in:

Rock Spring Club and/or Rock Spring Country Club, a New Jersey Corporation, by the following:

(a) Rock Spring Country Club by deed from Orange Mountain Land Co., dated July 1, 1925, and recorded September 9, 1925, in Deed Book B73, page 331.

(b) Rock Spring Country Club by deed from Ulysses G. Baumgardner, dated September 17, 1925, and recorded September 21, 1925, in Deed Book C73, page 497.

(c) Rock Spring Holding Co., by deed from Rock Spring Country Club, dated May 1, 1927, and recorded December 8, 1927, in Deed Book P77, page 56.

(d) Rock Spring Club by deed from Samuel P. Watson, dated April 9, 1934, and recorded April 11, 1934, in Deed Book G87, page 331.

(e) Rock Spring Club by deed from Thomas P. Tunstead and Edna H. Tunstead, his wife, dated November 18, 1936, and recorded November 20, 1936, in Deed Book E91, page 468.

(f) Rock Spring Club by deed from Rock Spring Holding Co., dated December 14, 1943, and recorded December 18, 1943, in Deed Book R-102, page 390.

Not Certified Copy

(g) Rock Spring Club by deed from Louis A. DiMarzo and Olive G. DiMarzo, his wife, dated January 4, 1962, and recorded January 23, 1962, in Deed Book 3843, page 156.

(h) Rock Spring Club by deed from The Town of West Orange, dated June 13, 1966, and recorded June 17, 1966, in Deed Book 4174, page 148.

(i) Rock Spring Club by deed from 2001, a House Odyssey, Inc., dated February 10, 1984, and recorded March 9, 1984, in Deed Book 4820, page 77.

EXCLUDING PREMISES conveyed out in Deed Book S-79, page 345, Deed Book S79, page 347; Deed Book C-104, page 292; Deed Book C-104, page 293; Deed Book 3787, page 562; Deed Book 4092, page 73; and Deed Book 4182, page 325.

The said Rock Spring club merged with and into MGC-RSC, Inc. on February 1, 2016 with the name of the surviving corporation as Rock Spring Club, Inc.

GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions Page 2

Name(s)
ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC.

Current Street Address
90 ROCK SPRING ROAD

City, Town, Post Office	State	Zip Code
WEST ORANGE	NEW JERSEY	07052

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
46.01	22 through 31	
160	2 and 10	
160.01	30 and 34	

Street Address
90 Rock Spring Road

City, Town, Post Office	State	Zip Code
West Orange	New Jersey	07052

Seller's Percentage of Ownership	Total Consideration	Owner's Share of Consideration	Closing Date
100%	$1.00	$1.00	October 2018

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of 26 U.S. Code, section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State
5. X Seller is not individual, estate or trust and not required to make an estimated gross income tax payment
6. X The total consideration for the property is $1,000 or less so the seller is not required to make an estimated gross income tax payment.
7. The gain from the sale will not be recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, 1033 (CIRCLE THE
   Seller did not receive non-like kind property.
8. The real property being sold is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the
10. The dead is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S.
13. The property transferred is a cemetery plot.
14. The seller is not receive net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

ROCK SPRING CLUB AKA ROCK SPRING CLUB, INC., a NJ not for profit corporation, by its sole shareholder, MONTCLAIR GOLF CLUB, a NJ not for profit corporation

10/30/18
Date

BY:
Christopher P. Gengaro, President

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, as amended through Chapter 33 P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS.
COUNTY OF ESSEX

County Municipal Code 0722

FOR RECORDER'S USE ONLY
Consideration 1.00
RTF paid by Seller C
Date 11-9-18 By YW

MUNICIPALITY OR PROPERTY LOCATION West Orange

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (*Instructions #3 and #4 on reverse side.*)

Deponent Christopher P. Gangaro (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Corporate Officer of the Sole Shareholder of the Grantor in a deed dated October, 2018, transferring

(Grantor, Legal Representative, Corporate Officer, Officer of the Title Company, Lending Institution, etc.)

real property identified as Block number 46.01, Lot Numbers 22-31, Block number 160, Lot numbers 2 and 10, and Block number 160.01, Lot numbers 30 and 34 located at

90 Rock Spring Road, West Orange, New Jersey 07052, and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION $1.00 (*Instruction #1 and #5 on reverse side*) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class (4A) 4B 4C. (Circle one) If Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(*Instructions #5A and 7 on reverse side*)

Total Assessed Valuation ÷ Director's Ratio = Equalized Valuation
14,302,000.00 ÷ 89.81 % = $15,924,729.00

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE: (*Instruction #8 on reverse side*)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C.49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): Mere reference to exemption symbol is not sufficient. Explain in detail.
8(a) Consideration of less than $100.00

(5) PARTIAL EXEMPTION FROM FEE (*Instructions #9 on reverse side*)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2005 and C. 66, P.L. 2004 for the following reason(s):

A.	SENIOR CITIZEN	Grantor(s)	62 Years of age or over	(See instruction #9 on reverse side for A or B)	
B.	BLIND PERSON	Grantor(s)	legally blind or*		
	DISABLED PERSON	Grantor(s)	permanently and totally disabled	Receiving disability payments	Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

Owned and occupied by grantor(s) at time of sale. Resident of the State of New Jersey
One- or two-family residential premises. Owners as joint tenants must all qualify.

* IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNIONS COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (*Instruction #9 on reverse side*)
Affordable according to HUD standards. Reserved for occupancy.
Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (*Instructions #2, #10 and #12 on reverse side*)
Entirely new improvement. Not previously occupied.
Not previously used for any purpose "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (*Instructions #5, #12, #14 on reverse side*)
No prior mortgage assumed or to which property is subject at time of sale.
No contributions to capital by either grantor or grantee legal entity.
No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce the county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 30th day of October, 2018.

Laurence Sious, Esq.
Attorney at Law of NJ

Signature of Deponent
25 Prospect Avenue, West Orange, NJ 07052
Deponent Address

XXX-XX-X-720
Last 3 digits of Grantor's Social Security Number

Rock Spring Club AKA Rock Spring Club, Inc.
By its Sole Shareholder Montclair Golf Club
Grantor Name
99 Rock Spring Road, West Orange, NJ 07052
Grantor Address at Time of Sale

Name/Company of Settlement Officer

2018096847
Instrument Number
Deed Number
Deed Dated 10-30-18

FOR OFFICIAL USE ONLY
County ESSEX
Book
Page
Date Recorded 11-9-18

County Recording Officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of Taxation in the Department of the Treasury has prescribed this form, as required by law, and may not be altered or amended without the approval of the Director.
For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at
www.state.nj.us/treasury/taxation/pdf/localtax.shtml

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



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465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

*RETURN DOCUMENT TO:
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBRIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096854
Recorded On 11/8/2018 At 2:02:13 PM
* Instrument Type - MORTGAGE
Invoice Number - 242422 User ID: YN
* Mortgagor - MONTCLAIR GOLF CLUB
* Mortgagee - PROVIDENT BANK
* PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

Total Pages - 28

* FEES

NJ PRESERVATION ACCOUNT	$145.00
REGISTER RECORDING FEE	$155.00
HOMELESSNESS TRUST FUND	$3.00
TOTAL PAID	$303.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

004ULY

INSTRUMENT NUMBER - **2018096854**

Essex County Recording Data Page Honorable Dana Rone Essex County Register	*Official Use Only*
Official Use Only:	

Date of Document:	Type of Document:
October 30, 2018	Mortgage
First Party Name:	**Second Party Name:**
Montclair Golf Club	Provident Bank
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:	Lot:	Qualifier:

Municipality:
Consideration:
Mailing Address of Grantee:

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION

ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book:	Original Page:

ESSEX COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Do Not Charge the Wilentz Account:
Record and Return to:

Wilentz, Goldman & Spitzer P.A.
90 Woodbridge Center Drive
Woodbridge, NJ 07095
Attn: Peter R. Herman, Esq.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT dated October 30, 2018 (together with any amendments or modifications hereto in effect from time to time, this "**Mortgage**"), by **MONTCLAIR GOLF CLUB** ("**Mortgagor**"), a New Jersey not-for-profit corporation, having an office located at 25 Prospect Avenue, West Orange, New Jersey 07052, in favor of **PROVIDENT BANK**, ("**Mortgagee**"), having an office located at 100 Wood Avenue, South Iselin, New Jersey 08830.

WITNESSETH:

WHEREAS, pursuant to a certain Loan Agreement dated the date hereof by and among the Mortgagor, the Mortgagee and other parties related thereto, as may be amended, restated and/or extended from time to time ("Loan Agreement"), the Mortgagee has made certain loans to Mortgagor (individually and collectively, the "Borrower") aggregating $8,220,966.31 (together with all other loans and extension of credit made from time to time by the Mortgagee to the Borrower shall be referred to as "Loans"); and

WHEREAS, Mortgagor has a valid fee interest in and to those certain tracts of land located in Township of West Orange, County of Essex, State of New Jersey as more particularly described in Schedule "A" attached hereto and made a part hereof (the "**Real Estate**"); and

WHEREAS, to induce Mortgagee to make the Loans, and to secure payment of the Mortgagor's obligations under the Loan Agreement, Mortgagor has agreed to execute and deliver this Mortgage.

GRANTING CLAUSES

NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the "**Liabilities**"), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS**, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "**Property**"):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "**Improvements**");

(SIGNATURE PAGE TO MORTGAGE AND SECURITY AGREEMENT)

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage as of the day and year first above written.

ATTEST:

Name: Lawrence Slow
Title: Attorney at Law of NJ

MONTCLAIR GOLF CLUB

BY: _____
Name: Christopher P. Gengaro
Title: President

Not Certified Copy

#10165190.1(141986.270)

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
: SS
COUNTY OF MIDDLESEX)

Be it remembered, that on this 30th day of October, 2018, before me, the subscriber, an Attorney-at-Law of the State of New Jersey, authorized to take acknowledgments and proofs in and for the State and County aforesaid, personally appeared Christopher P. Gengaro who, acknowledged himself to be President of Montclair Golf Club, a New Jersey corporation, and who, I am satisfied is the person named in and who executed the within instrument on behalf of said company and he did acknowledge that he signed and delivered the same as the act and deed of said company for the uses and purposes therein expressed by signing the name of the company as officer of the company.

Laurence Slous, Esq.
An Attorney-at-Law of the State of New Jersey

SCHEDULE "A"
PREMISES

GCStewart associates, inc.

Fein Professional Building
320 Harrogate Road PO Box 54 Essex Fells, N.J. 07021 (973) 226-0161 Fax (973) 226-8004

DESCRIPTION OF
BLOCK 16, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline, if projected, of Rock Spring Road (60' wide R.O.W.), with the southeasterly line of Lot 17, Block 51 (lands of Dec. Robert in Deed Book 12282, Pg 732). Said point also being the 3rd corner in Deed Book G84, Pg. 331 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 64 degrees 54 minutes 27 seconds East (S64°54'27"E), a distance of 573.04 feet to a point on the northwesterly line of Lot 10.01, Block 51 (lands of Dec. Robert in Deed Book 12282, Pg.732)

thence (2) running along said line of Lot 10.01, Block 51, and also along the northwesterly lines of Lot 12.02, Block 51 (lands of Township of West Orange) and Lot 18, Block 50.02 (lands of Rock Spring Assoc. of N.J., LLC in Deed Book 5854, Pg.822, South 32 degrees 19 minutes 33 seconds West (S32°19'33"W), a distance of 68.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 64 degrees 54 minutes 27 seconds West (N64°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 18, Block 50.02.

thence (4) running along said line of Lot 18, Block 50.02, South 17 degrees 45 minutes 33 seconds West (S17°45'33"W), a distance of 244.03 feet, passing over a found Iron Pipe at a distance of 232.23 feet, to a point on the northeasterly line of Lot 18, Block 46.03 (lands of Hall III, Willard in Deed Book 5284, Pg.290);

thence (5) running along said line of Lot 18, Block 46.03, South 39 degrees 28 minutes 52 seconds West (S39°28'52"W), a distance of 60.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the northwesterly line of a 25' wide right of way in Deed Book Q110, Pg.382, on a non-tangent curve, curving to the right, having a radius of 231.27 feet, a central angle of 13 degrees 46 minutes 32 seconds (13°46'32"), an arc length of 53.08 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'38"W), 59.16 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 974.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 246.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 181.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 178.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Marcantonio, John in Deed Book 6155, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 166.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 46 degrees 57 minutes 52 seconds West (S46°57'52"W), a distance of 780.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 39 seconds West (N37°10'39"W.) 50.38' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 59 degrees 03 minutes 52 seconds West (S59°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.15 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.06 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.13 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 226.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5584, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160.;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.38 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 16.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.26 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 237.14 feet to a point of curvature, said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.45 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue, said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 50.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Impellato, Diane in Deed Book 12013, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trank, Richard and Sivill, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5889) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 9.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegida, Paula in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.35), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 255.84 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 60.58 feet to a point on the said southwesterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 18.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 8,191,818 square feet or 118.1877 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Fells, New Jersey, dated June 30, 2014.

Not Certified Copy

#10165190.1(141986.270)

GC Stewart associates, inc.

Falls Professional Building
320 Rennymede Road PO Box 66 East Falls, N.J. 07021 (973) 226-0141 Fax (973) 226-3051

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (60' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence in Deed Book 5253, Pg.645) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected, Said point also being the B[rd] corner in Deed Book 697, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 660.00 feet, a central angle of 13 degrees 19 minutes 39 seconds (13°19'39"), an arc distance of 128.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 18 seconds East (S81°40'18"E), 128.59 feet to a point of intersection with the northwesterly line of Undercliff Terrace South (60' wide R.O.W.);

thence (3) running along said northwesterly sideline of Undercliff Terrace South, South 26 degrees 20 minutes 37 seconds West (S26°20'37"W), a distance of 216.96 feet to an angle point;

thence (4) still along said sideline of Undercliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 288.69 feet to an angle point;

thence (5) still along said sideline of Undercliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 8.31 feet, and also along the northwesterly line of Lot 3, Block 45.06,(lands n/f Jacobs, Howard in Deed Book 6141, Pg.707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 806.05 feet to a point, Said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/64 and Filed 3/09/64 as Map No.3549.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 628.94 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sideline of Hillcrest Avenue, South 80 degrees 03 minutes 02 seconds West (S80°03'02"W), a distance of 62.78 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 68 degrees 03 minutes 02 seconds West (S68°03'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 28.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Winston, dated 7/02/55 and Rev. 10/23/56;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 160.01;

thence (12) running along said northeasterly line of Lot 25, Block 160.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 25, Block 160.01;

thence (13) running along said southeasterly line of Lot 25, Block 160.01 and also along the northeasterly lines of Lots 24, 16, 15, 14, 12 and 11, Block 160.01, North 32 degrees 38 minutes 02 seconds East (N32°38'02"E), a distance of 1,056.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands of Township of West Orange in Deed Book 4102, Pg.326;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.05, Block 160.01 (lands of Carter, Shown in Deed Book 12108, Pg.4888) and said Lot 30.04, Block 160.01, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 286.45 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 56 minutes 02 seconds East (N71°56'02"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 56 minutes 02 seconds East (N14°56'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 805,515 square feet or 20.7373 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stewart Associates, Inc. 320 Ramapo Road,
Essex Fells, New Jersey, dated June 30, 2014.

#10165190.1(141986.270)

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

*RETURN DOCUMENT TO:
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBRIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096857
Recorded On 11/8/2018 At 2:04:16 PM
*Instrument Type - MORTGAGE
Invoice Number - 242422 User ID: YN
*Mortgagor - MONTCLAIR GOLF CLUB
*Mortgagee - PROVIDENT BANK
*PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

***Total Pages - 18**

*FEES

NJ PRESERVATION ACCOUNT	$90.00
REGISTER RECORDING FEE	$100.00
HOMELESSNESS TRUST FUND	$3.00
TOTAL PAID	$193.00

I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

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THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

004UMD

INSTRUMENT NUMBER - 2018096857

Essex County Recording Data Page Honorable Dana Rone Essex County Register	*Official Use Only*

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Date of Document:	Type of Document:
October 30, 2018	Assignment of Leases and Rents
First Party Name:	**Second Party Name:**
Montclair Golf Club	Provident Bank
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY		
Block:	**Lot:**	**Qualifier:**
Municipality:		
Consideration:		
Mailing Address of Grantee:		

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	**Original Page:**

ESSEX COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Do Not Charge the Wilentz Account:
Record and Return to:

Peter R. Herman, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Woodbridge, NJ 07095

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is entered into on this 30th day of October, 2018, by **MONTCLAIR GOLF CLUB**, a New Jersey not-for-profit corporation (the "**Assignor**"), having an office located at 25 Prospect Avenue, West Orange, New Jersey 07052, in favor of **PROVIDENT BANK**, (the "**Assignor**"), having an address at 100 Wood Avenue, South Iselin, New Jersey 08830.

WITNESSETH:

WHEREAS, pursuant to a certain Loan Agreement dated the date hereof among the Assignor, other parties related thereto, and the Assignee, as may be amended, restated and/or extended from time to time ("Loan Agreement"), the Assignee has made certain loans to Assignor (individually, the "Borrower") aggregating $8,220,966.31 (together with all other loans and extensions of credit made from time to time by Assignee to the Assignor, the "Loans");

WHEREAS, simultaneously herewith, the Assignor is executing and delivering a certain Mortgage and Security Agreement with respect to the Premises (as hereinafter defined), as may be amended, restated and/or extended from time to time (the "Mortgage"), to secure its obligations to the Assignee under Loan Agreement (as defined in the Mortgage); and

WHEREAS, to induce Assignee to make the Loans, and to secure payment of the Assignor's obligations under the Loan Agreement, the Assignee has requested the Assignor, and the Assignor has agreed, to execute and deliver this Assignment for the purpose of securing all Obligations and the Assignor's obligations and liabilities with respect to the Loans, and all other obligations and liabilities secured by the Mortgage (collectively, the "Liabilities").

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the Assignor, hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all of the rights, interests and privileges: (a) which Assignor as lessor has and may have in the leases, subleases, contracts, licenses or other agreements now existing or hereafter made and affecting the property described in Schedule "A" attached hereto (the "Premises") or any part thereof, as any such document may have been, or may from time to time be hereafter, modified, extended and renewed, including, but not limited to, those leases set forth and described on the schedule attached hereto and made a part hereof as Schedule "B" (collectively, the "Leases"); and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenant's obligations under any of such Leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and

(SIGNATURE PAGE TO ASSIGNMENT OF LEASES AND RENTS)

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on and of the day and year first above written.

MONTCLAIR GOLF CLUB

BY: _____
Name: Christopher P. Gengaro
Title: President

Not Certified Copy

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
: SS
COUNTY OF MIDDLESEX)

Be it remembered, that on this 30th day of October, 2018, before me, the subscriber, an Attorney-at-Law of the State of New Jersey, authorized to take acknowledgments and proofs in and for the State and County aforesaid, personally appeared Christopher P. Gengaro who, acknowledged himself to be President of Montclair Golf Club, a New Jersey corporation, and who, I am satisfied is the person named in and who executed the within instrument on behalf of said company and he did acknowledge that he signed and delivered the same as the act and deed of said company for the uses and purposes therein expressed by signing the name of the company as officer of the company.

Laurence Slous, Esq.
An Attorney-at-Law of the State of New Jersey

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SCHEDULE "A"
PREMISES



Falk Professional Building
350 Pompanonk Road PO Box 65 East Falls N.J. 07021 (973)228-0141 Fax(973)228-0061

DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (50' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands of Dei, Robert in Deed Book 12242, Pg 732). Said point also being the "Y" corner in Deed Book 692, Pg. 351 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 372.04 feet to a point on the northwesterly line of Lot 19.01, Block 51 (lands of Dei, Robert in Deed Book 12242, Pg.732);

thence (2) running along said line of Lot 19.01, Block 51, and also along the centerline stone lines of Lot 19.02, Block 51 (lands of Township of West Orange) and Lot 10, Block 50.02 (lands of Rock Spring Assoc. of N.J., LLC in Deed Book 5334, Pg.822, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 58.08 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 60.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 37 degrees 45 minutes 33 seconds West (S37°45'33"W), a distance of 284.09 feet, passing over a found iron Pipe at a distance of 265.23 feet, to a point on the northeasterly line of Lot 18, Block 46.03 (lands of Hall III, Willard in Deed Book 6293, Pg.190);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 32 seconds West (S30°39'32"W), a distance of 60.34 feet to a point on the northeasterly line of said Lot 19, Block 46.03;

thence (6) running along said line of Lot 19, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book D110, Pg.340, on a non-tangent curve, curving to the right, having a radius of 231.37 feet, a central angle of 13 degrees 46 minutes 37 seconds (13°46'37"), an arc length of 66.80 feet, and a chord bearing and distance of North 43 degrees 49 minutes 40 seconds West (N43°49'40"W), 66.59 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 124.09 feet to a point on the southeasterly line of said Lot 18, Block 46.03.

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thence (8) running along said line of Lot 19, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 248.25 feet to a point on the northwesterly sideline of Winding Way (50' wide R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 181.94 feet, a central angle of 05 degrees 19 minutes 46 seconds (05°19'46"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5143, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.97 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Mancantonio, John in Deed Book 5168, Pg.226), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 08 seconds East (S44°02'08"E), a distance of 156.32 feet to a point on northwesterly sideline of Undercliff Terrace South (50' wide R.O.W.);

thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same; said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W.) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 68 degrees 40 minutes 52 seconds West (S68°40'52"W), a distance of 114.85 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 68 degrees 03 minutes 52 seconds West (S68°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 496.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.61 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.89 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/ Dacey Jr., William in Deed Book 5564, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 116.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.62 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/ Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.36 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/ "Hilton Head North" in Deed Book 4782, Pg.552);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 28 degrees 24 minutes 05 seconds West (N28°24'05"W), a distance of 92.48 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E.) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 50.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 891.92 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 246.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diane in Deed Book 12013, Pg.3743);

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thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivill, Nancy in Deed Book 6357, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5689) and Lot 7, Block 160 (lands n/f Quorno, Thomas in Deed Book 5231, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 462.65 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegida, Fantu in Deed Book 12379, Pg.4560) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4933, Pg.38), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 266.84 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.56 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 5,191,818 square feet or 119.1977 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Fells, New Jersey, dated June 30, 2014.

Not Certified Copy

GC Stewart associates, inc.

Felt Professional Building
320 Pompmade Road PO Box 68 Upper Falls, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (50' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence in Deed Book 5263, Pg.645) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected. Said point also being the B[th] corner in Deed Book 687, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 70 degrees 04 minutes 56 seconds East (S75°04'56"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 560.00 feet, a central angle of 13 degrees 10 minutes 38 seconds (13°10'38"), an arc distance of 128.78 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 128.50 feet to a point of intersection with the northwesterly line of Undercliff Terrace South (50' wide R.O.W.);

thence (3) running along said northwesterly sideline of Undercliff Terrace South, South 35 degrees 20 minutes 37 seconds West (S35°20'37"W), a distance of 216.06 feet to an angle point;

thence (4) still along said sideline of Undercliff Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 238.59 feet to an angle point;

thence (5) still along said sideline of Undercliff Terrace South, passing over a Stone Monument at the terminus of said Undercliff Terrace South at a distance of 6.31 feet, and also along the northwesterly line of Lot 3, Block 46.08 (lands n/f Jacobs, Howard in Deed Book 5141, Pg.707 Tract 1), South 39 degrees 26 minutes 37 seconds West (S39°26'37"W), a distance of 608.09 feet to a point, Said point being North 35 degrees 20 minutes 37 seconds East (N35°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by GC Stewart Assoc., Dated 1/30/84 and Filed 3/09/84 as Map No.3548.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 56 seconds West (N73°56'56"W), a distance of 626.94 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 09 minutes 00 seconds (40°09'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

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thence (8) running along said sideline of Hillcrest Avenue, South 88 degrees 03 minutes 02 seconds West (S88°0302"W), a distance of 92.78 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 88 degrees 03 minutes 02 seconds West (S88°03'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue. Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°0302"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 28.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring of West Orange" a subdivision owned by the Barwin Company, Prepared by Freeman and Weston, dated 7/02/56 and Rev. 10/23/56;

The following (3) courses are along said map of "Rock Spring of West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 160.01;

thence (12) running along said northeasterly line of Lot 25, Block 160.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.36 feet to a point in the southeasterly line of said Lot 25, Block 160.01;

thence (13) running along said southeasterly line of Lot 25, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 36 minutes 02 seconds East (N32°36'02"E), a distance of 1,056.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands of Township of West Orange in Deed Book 4182, Pg.325;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.05, Block 160.01 (lands of Carter, Shawn in Deed Book 12168, Pg.4589) and said Lot 30.04, Block 160.01, South 78 degrees 04 minutes 58 seconds East (S78°04'58"E), a distance of 265.48 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East (N71°5832"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 55 minutes 02 seconds East (N14°55'02"E), a distance of 142.00 feet to the
POINT AND PLACE OF BEGINNING

Containing 905,516 square feet or 20.7875 acres, more or less.

This Description in accordance with a Boundary Survey
Prepared by G. C. Stawnel Associates, Inc. 320 Ramapoo Road,
Essex Falls, New Jersey, dated June 30, 2014.

SCHEDULE "B"

LEASES

None.

Not Certified Copy

DANA RONE
ESSEX COUNTY REGISTER OF DEEDS & MORTGAGES



Hall of Records
465 Martin Luther King Jr Blvd
Room 130
Newark, NJ 07102
(973) 621-4960

*RETURN DOCUMENT TO:
WILENTZ, GOLDMAN & SPITZER P.A.
90 WOODBRIDGE CENTER DRIVE
WOODBRIDGE, NJ 07095
ATTN: PETER R. HERMAN, ESQ.

Instrument Number - 2018096861
Recorded On 11/8/2018 At 2:05:28 PM
*Instrument Type - UCC 1
Invoice Number - 242422 User ID: YN
*Debtor - MONTCLAIR GOLF CLUB
*Secured Party - PROVIDENT BANK
*PARCEL IDENTIFICATION NUMBER
N/A-WEST ORANGE

***Total Pages - 13**

*FEES
REGISTER RECORDING FEE $25.00
TOTAL PAID $25.00

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I hereby CERTIFY that this document is
Recorded in the Register of Deeds & Mortgages Office
of Essex County, New Jersey

Dana Rone
Register of Deeds & Mortgages

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

004UM3

INSTRUMENT NUMBER - 2018096861

Essex County Recording Data Page Honorable Dana Rone Essex County Register	*Official Use Only*
Official Use Only:	
Date of Document:	Type of Document: UCC-1 Financing Statement
First Party Name: Montclair Golf Club	Second Party Name: Provident Bank
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY		
Block:	Lot:	Qualifier:
Municipality:		
Consideration:		
Mailing Address of Grantee:		

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

ESSEX COUNTY RECORDING DATA PAGE

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Shelly Bordon, Corporate Paralegal (732) 855-6128

B. E-MAIL CONTACT AT FILER (optional)
sbordon@wilentz.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Anthony Osbourne, Esq.
Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive, Suite 900
Woodbridge, NJ 07095

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
25 PROSPECT AVENUE	WEST ORANGE	NJ	07052	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
PROVIDENT BANK

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 WOOD AVENUE SOUTH	ISELIN	NJ	08830	USA

4. COLLATERAL: This financing statement covers the following collateral:

All Assets used in connection with the Mortgaged Premises as more particularly described on Exhibit A attached hereto.

The collateral is within the scope of the New Jersey Uniform Commercial Code, pursuant to 12A:9-102 and 12A:9-109.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with: Essex County Clerk, NJ Cl/mt #: 141986.270 Doc #: 16227803

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
MONTCLAIR GOLF CLUB

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☑ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT: ☐ covers timber to be cut ☐ covers as-extracted collateral ☑ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

25 Prospect Avenue, West Orange, New Jersey also known as Lots 2 and 10, Block 160 and Lots 22 thru 31, Block 46.01 on the Tax Map of the Township of West Orange, County of Essex, State of New Jersey and more particularly described on Schedule A attached hereto.

17. MISCELLANEOUS:

EXHIBIT A

NOW, THEREFORE, to secure to Secured Party (i) the repayment of all sums due under this Mortgage, the Mortgage Loan (as defined in the Loan Agreement), and the other Loan Documents (as such term is defined in the Loan Agreement); (ii) the performance of all terms, conditions and covenants set forth in the other Loan Documents; and (iii) all other Obligations in connection with the Mortgage Loan (as defined in the Loan Agreement) (collectively, the **"Liabilities"**), Debtor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO SECURED PARTY, ITS SUCCESSORS AND ASSIGNS,** all of Debtor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the **"Property"**):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the **"Improvements"**);

(C) Any and all fixtures including all, machinery and equipment and other articles of real, personal or mixed property, deemed to be fixtures under applicable law, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the **"Service Equipment"**), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the **"Leases"**); all rents, income, receipts, revenues, security deposits, escrow

accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the **"Rents"**); all of the following personal property (collectively referred to as the **"Contracts"**): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the **"Appurtenances"**); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the **"Code"**) of the State in which the Property is located (collectively, the **"Proceeds"**) and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Secured Party, its successors and assigns, forever.

Schedule A

GC Stewart associates, inc.

Fells Professional Building
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160, LOTS 2 AND 10 AND
BLOCK 46.01 LOTS 22 THRU 31
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southeasterly sideline, if projected, of Rock Spring Road (50' wide R.O.W.), with the southwesterly line of Lot 17, Block 51 (lands n/f Der, Robert in Deed Book 12262, Pg.732), Said point also being the 7th corner in Deed Book G87, Pg. 331 Tract 1, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said line of Lot 17, Block 51, South 54 degrees 54 minutes 27 seconds East (S54°54'27"E), a distance of 173.04 feet to a point on the northwesterly line of Lot 16.01, Block 51 (lands n/f Der, Robert in Deed Book 12262, Pg.732)

thence (2) running along said line of Lot 16.01, Block 51, and also along the northwesterly lines of Lot 16.02, Block 51 (lands n/f Township of West Orange) and Lot 10, Block 50.02 (lands n/f Rock Spring Assoc. of NJ, LLC in Deed Book 5834, Pg.622, South 30 degrees 19 minutes 33 seconds West (S30°19'33"W), a distance of 56.00 feet to a point on the northeasterly line of said Lot 10, Block 50.02;

thence (3) running along said line of Lot 10, Block 50.02, North 54 degrees 54 minutes 27 seconds West (N54°54'27"W), a distance of 65.00 feet to a point on the northwesterly line of said Lot 10, Block 50.02;

thence (4) running along said line of Lot 10, Block 50.02, South 17 degrees 46 minutes 33 seconds West (S17°45'33"W), a distance of 284.03 feet, passing over a found Iron Pipe at a distance of 283.23 feet, to a point on the northwesterly line of Lot 18, Block 46.03 (lands n/f Hall III, Willard in Deed Book 6203, Pg.390);

thence (5) running along said line of Lot 18, Block 46.03, South 30 degrees 39 minutes 52 seconds West (S30°39'52"W), a distance of 50.34 feet to a point on the northeasterly line of said Lot 18, Block 46.03;

thence (6) running along said line of Lot 18, Block 46.03 and also along the southwesterly line of a 25' wide right of way in Deed Book Q110, Pg.380, on a non-tangent curve, curving to the right, having a radius of 251.37 feet, a central angle of 13 degrees 40 minutes 37 seconds (13°40'37"), an arc length of 60.00 feet, and a chord bearing and distance of North 45 degrees 49 minutes 49 seconds West (N45°49'49"W), 59.86 feet to a point on the northwesterly line of said Lot 18, Block 46.03;

thence (7) running along said line of Lot 18, Block 46.03, South 11 degrees 07 minutes 22 seconds West (S11°07'22"W), a distance of 174.00 feet to a point on the southwesterly line of said Lot 18, Block 46.03;

thence (8) running along said line of Lot 18, Block 46.03, South 52 degrees 40 minutes 08 seconds East (S52°40'08"E), a distance of 249.25 feet to a point on the northwesterly sideline of Winding Way (50'-wide-R.O.W.-Unimproved). Said point being on a course of North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 4.43 feet from a Found Iron Pipe;

thence (9) running along said sideline of Winding way, on a non-tangent curve, curving to the right, having a radius of 161.34 feet, a central angle of 05 degrees 19 minutes 48 seconds (05°19'48"), an arc length of 16.87 feet, and a chord bearing and distance of South 29 degrees 42 minutes 59 seconds West (S29°42'59"W), 16.86 feet to a point of tangency;

thence (10) still running along said sideline of Winding Way, South 32 degrees 22 minutes 52 seconds West (S32°22'52"W), a distance of 282.23 feet to a point on the northeasterly line of Lot 33, Block 46.01 (lands n/f Cirelli, Pompeo in Deed Book 5148, Pg.523);

thence (11) running along said line of Lot 33, Block 46.01, North 52 degrees 40 minutes 08 seconds West (N52°40'08"W), a distance of 176.67 feet to a point on the northwesterly line of said Lot 33, Block 46.01;

thence (12) running along said line of Lot 33, Block 46.01 and also along the northwesterly line of Lot 32, Block 46.01 (lands n/f Marcantonio, John in Deed Book 5155, Pg.228), South 35 degrees 13 minutes 09 seconds West (S35°13'09"W), a distance of 141.30 feet to a point on the southwesterly line of said Lot 32, Block 46.01;

thence (13) running along said line of Lot 32, Block 46.01, South 44 degrees 02 minutes 09 seconds East (S44°02'09"E), a distance of 165.32 feet to a point on northwesterly sideline of Undercliff Terrace South (60'-wide R.O.W.);

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thence (14) running along said sideline of Undercliff Terrace South, South 45 degrees 57 minutes 52 seconds West (S45°57'52"W), a distance of 790.93 feet to an angle point in same, said point being on a course of North 37 degrees 10 minutes 38 seconds West (N37°10'38"W) 50.36' from a Found Stone Monument on the angle point on the southeasterly line of said Undercliff Terrace South;

thence (15) running along said sideline of Undercliff Terrace South, South 59 degrees 40 minutes 52 seconds West (S59°40'52"W), a distance of 114.95 feet to an angle point in same;

thence (16) running along said sideline of Undercliff Terrace South, South 58 degrees 03 minutes 52 seconds West (S58°03'52"W), a distance of 14.91 feet to a point on the northerly sideline of Walker Road (50' wide R.O.W.);

thence (17) running along said line of Walker Road, on a non-tangent curve, curving to the left, having a radius of 2,417.34 feet, a central angle of 01 degrees 36 minutes 22 seconds (01°36'22"), an arc length of 67.76 feet, and a chord bearing and distance of North 83 degrees 48 minutes 39 seconds West (N83°48'39"W), 67.76 feet to a point of non-tangent curve on said sideline of Walker Road;

thence (18) still running along said sideline of Walker Road, on a non-tangent curve, curving to the right, having a radius of 510.00 feet, a central angle of 15 degrees 44 minutes 48 seconds (15°44'48"), an arc length of 140.16 feet, and a chord bearing and distance of North 82 degrees 57 minutes 22 seconds West (N82°57'22"W), 139.72 feet to a point of tangency;

thence (19) still running along said sideline of Walker Road, North 75 degrees 04 minutes 58 seconds West (N75°04'58"W), a distance of 499.05 feet to an angle point;

thence (20) still running along said sideline of Walker Road, North 74 degrees 08 minutes 58 seconds West (N74°08'58"W), a distance of 1,173.18 feet to a point of curvature;

thence (21) still running along said sideline of Walker Road, on a curve, curving to the right having a radius of 203.16 feet, a central angle of 47 degrees 20 minutes 00 seconds (47°20'00"), an arc distance of 167.84 feet, and a chord bearing and distance of North 50 degrees 28 minutes 58 seconds West (N50°28'58"W), 163.10 feet to a point of tangency on the northeasterly sideline of Walker Road;

thence (22) running along said sideline of Walker Road, North 26 degrees 48 minutes 58 seconds West (N26°48'58"W), a distance of 228.05 feet to an angle point in pavement in the easterly sideline of said Walker Road;

thence (23) running along said sideline of Walker Road, North 04 degrees 49 minutes 02 seconds East (N04°49'02"E), a distance of 279.31 feet to a point of curvature;

thence (24) running along said sideline of Walker Road, on a curve, curving to the right having a radius of 421.81 feet, a central angle of 30 degrees 04 minutes 00 seconds (30°04'00"), an arc distance of 221.35 feet, and a chord bearing and distance of North 19 degrees 51 minutes 02 seconds East (N19°51'02"E), 218.82 feet to a point of tangency on the southeasterly sideline of said Walker Road;

thence (25) running along said sideline of Walker Road, North 34 degrees 53 minutes 02 seconds East (N34°53'02"E), a distance of 413.88 feet to a point on the southwesterly line of Lot 1.05, Block 160 (lands n/f Dacey Jr., William in Deed Book 5584, Pg.313);

thence (26) running along said line of Lot 1.05, Block 160, South 55 degrees 06 minutes 58 seconds East (S55°06'58"E), a distance of 115.00 feet, passing over a Found Iron Pipe at a distance of 114.45 feet, to a point on the southeasterly line of said Lot 1.05, Block 160;

thence (27) running along said southeasterly line of Lot 1.05, Block 160, North 30 degrees 32 minutes 12 seconds East (N30°32'12"E), a distance of 188.52 feet to a point on the southerly line of Lot 1.04, Block 160 (lands n/f Hopping, Richard in Deed Book 5405, Pg.911). Said point creates a 2.77 foot right angle gore between said Lot 1.05, Block 160 and said Lot 1.04, Block 160;

thence (28) running along said southerly line of Lot 1.04, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 21.36 feet to a point on the easterly line of said Lot 1.04, Block 160;

thence (29) running along said easterly line of Lot 1.04, Block 160, North 05 degrees 53 minutes 15 seconds East (N05°53'15"E), a distance of 15.00 feet to a point on the southerly line of Lot 1, Block 160 (lands n/f "Hilton Head North" in Deed Book 4782, Pg.652);

thence (30) running along said southerly line of Lot 1, Block 160, South 84 degrees 06 minutes 45 seconds East (S84°06'45"E), a distance of 340.35 feet to a Found Iron Bar;

thence (31) making a line through said Lot 1, Block 160, following an existing chain link fence, North 49 degrees 13 minutes 37 seconds East (N49°13'37"E), a distance of 160.41 feet to a Found Iron Bar on the easterly line of said Lot 1, Block 160; (this course is based on old map records and physical evidence found in field at time of survey. No Deed recording of a conveyance was found)

thence (32) running along said easterly line of Lot 1, Block 160, North 19 degrees 25 minutes 35 seconds East (N19°25'35"E), a distance of 408.28 feet to a point on the northeasterly line of said Lot 1, Block 160;

thence (33) running along said northeasterly line of Lot 1, Block 160, North 26 degrees 24 minutes 05 seconds West (N26°24'05"W), a distance of 92.40 feet to a point on the southeasterly line of Northfield Ave, a county road (100' wide R.O.W.);

thence (34) running along said southeasterly sideline of Northfield Avenue, North 60 degrees 15 minutes 55 seconds East (N60°15'55"E), a distance of 297.14 feet to a point of curvature, Said point being on a course of South 29 degrees 44 minutes 05 seconds East (S29°44'05E.) 2.00 feet from a Found Conc. Monument at County Highway Centerline Station PC163+03.57;

thence (35) running along said southeasterly line of Northfield Avenue, on a curve, curving to the right having a radius of 1,382.69 feet, a central angle of 19 degrees 14 minutes 50 seconds (19°14'50"), an arc distance of 464.48 feet, and a chord bearing and distance of North 69 degrees 53 minutes 20 seconds East (N69°53'20"E), 462.30 feet to a point of tangency on the southerly sideline of said Northfield Avenue. Said point being on a course of South 10 degrees 29 minutes 15 seconds East (S10°29'15"E) 80.00 feet from a Found Conc. Monument in the centerline line of Northfield Avenue at County Highway Station PT 167+84.85;

thence (36) running along said sideline of Northfield Avenue, North 79 degrees 30 minutes 45 seconds East (N79°30'45"E), a distance of 691.62 feet to a point on the westerly side line of West Road (50' wide R.O.W.-Unimproved);

thence (37) running along said sideline of West Road, South 03 degrees 37 minutes 33 seconds West (S03°37'33"W), a distance of 245.50 feet to an angle point on the southwesterly sideline of said West Road;

thence (38) running along said southwesterly sideline of West Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 85.19 feet to a point on the northwesterly line of Lot 3, Block 160 (lands n/f Imperiale, Diana in Deed Book 12018, Pg.3743);

thence (39) running along said line of Lot 3, Block 160, South 46 degrees 16 minutes 33 seconds West (S46°16'33"W), a distance of 150.00 feet to a point on the southwesterly line of said Lot 3, Block 160;

thence (40) running along said line of Lot 3, Block 160 and also along the southwesterly lines of Lot 4, Block 160 (lands n/f Trenk, Richard and Sivilli, Nancy in Deed Book 5387, Pg.255), Lot 5, Block 160 (lands n/f Goetz, William in Deed Book 12434, Pg.5889) and Lot 7, Block 160 (lands n/f Cuomo, Thomas in Deed Book 5291, Pg.477), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 452.55 feet to a point on the southeasterly line of said Lot 7, Block 160;

thence (41) running along said southeasterly line of Lot 7, Block 160, North 46 degrees 16 minutes 33 seconds East (N46°16'33"E), a distance of 6.00 feet to a point on the southwesterly line of said Lot 7, Block 160;

thence (42) running along said southwesterly line of Lot 7, Block 160 and also along the southwesterly lines of Lot 8, Block 160 (lands n/f Assegida, Fantu in Deed Book 12379, Pg.4580) and Lot 9, Block 160 (lands n/f McCauley, Patrick in Deed Book 4833, Pg.36), South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 265.64 feet to a Found Iron Pipe on the northwesterly sideline of said Rock Spring Road;

thence (43) running along said northwesterly sideline of Rock Spring Road, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 6.07 feet to a point at the terminus of said Rock Spring Road;

thence (44) running along said terminus of Rock Spring Road, South 43 degrees 43 minutes 27 seconds East (S43°43'27"E), a distance of 50.58 feet to a point on the said southeasterly sideline of Rock Spring Road;

thence (45) running along the said sideline of Rock Spring Road, if projected, South 37 degrees 43 minutes 33 seconds West (S37°43'33"W), a distance of 19.44 feet to the POINT AND PLACE OF BEGINNING.

Containing 5,191,818 square feet or 119.1877 acres, more or less.

This Description in accordance with a Boundary Survey prepared by G. C. Stewart Associates, Inc. 320 Runnymede Road, Essex Falls, New Jersey, dated June 30, 2014.

Not Certified Copy

Associates, P.C.
Falls Professional Building
320 Pompton Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

DESCRIPTION OF
BLOCK 160.01, LOTS 30 and 34
LANDS OF
"ROCK SPRING CLUB"
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY NEW JERSEY

Beginning at a point on the southwesterly sideline of Walker Road (80' wide R.O.W.) with the easterly line of Lot 30.04, Block 160.01 (lands n/f Gardner, Lawrence H Deed Book 6253, Pg.6-18) and being distant southeasterly along said sideline of Walker Road, 422.62 feet along Various courses from the intersection of said sideline of Walker Road with the southeasterly sideline of Spring Hill Drive (50' wide R.O.W.), if projected, said point also being the 8th corner in Deed Book 6327, Pg. 331 Tract 2, and being the POINT AND PLACE OF BEGINNING;

thence (1) running along said southwesterly sideline of Walker Road, South 76 degrees 04 minutes 58 seconds East (S76°04'58"E), a distance of 394.44 feet to a point of curvature;

thence (2) still along said sideline of Walker Road, on a curve, curving to the left having a radius of 560.00 feet, a central angle of 13 degree 10 minutes 36 seconds (13°10'36"), an arc distance of 128.79 feet, and a chord bearing and distance of South 81 degrees 40 minutes 16 seconds East (S81°40'16"E), 128.55 feet to a point of intersection with the northwestern line of Underhill Terrace South (50' wide R.O.W.);

thence (3) running along said northwesterly sideline of Underhill Terrace South, South 36 degrees 20 minutes 37 seconds West (S36°20'37"W), a distance of 216.95 feet to an angle point;

thence (4) still along said sideline of Underhill Terrace South, South 37 degrees 42 minutes 37 seconds West (S37°42'37"W), a distance of 285.88 feet to an angle point;

thence (5) still along said sideline of Underhill Terrace South, passing over a Stone Monument at the terminus of said Underhill Terrace South at a distance of 8.31 feet, and also along the northwesterly line of Lot 3, Block 45.02, (lands n/f Jacobs, Howard h Deed Book 6141, Pg.707 Tract 1), South 33 degrees 20 minutes 37 seconds West (S33°20'37"W), a distance of 808.05 feet to a point, Said point being North 33 degrees 20 minutes 37 seconds East (N33°20'37"E), 1.03 feet from a Found Stone Monument. Point also being on the northeasterly line of Lot 10, Block 160.04 as shown on a certain map entitled "Final Plat "Rock Spring Estates" Township of West Orange, Essex County, New Jersey. Prepared by SC Stewart Assoc., Dated 4/30/04 and Filed 3/08/84 as Map No.3549.

thence (6) running along said northeasterly line of Lot 10, Block 160.04, and also along the northeasterly sideline of Hillcrest Avenue (60' wide R.O.W. as shown on said Filed Map), North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 626.84 feet to a point of curvature;

thence (7) running along said sideline of Hillcrest Avenue, on a curve, curving to the left having a radius of 175.00 feet, a central angle of 40 degrees 50 minutes 00 seconds (40°50'00"), an arc distance of 122.17 feet, and a chord bearing and distance of South 68 degrees 03 minutes 02 seconds West (S68°03'02"W), 119.71 feet to a point of tangency on the northwesterly sideline of said Hillcrest Avenue;

thence (8) running along said sideline of Hillcrest Avenue, South 66 degrees 03 minutes 02 seconds West (S66°03'02"W), a distance of 92.78 feet to a point of curvature;

thence (9) running along said sideline of Hillcrest Avenue, on a curve, curving to the right having a radius of 25.00 feet, a central angle of 40 degrees 00 minutes 00 seconds (40°00'00"), an arc distance of 17.45 feet, and a chord bearing and distance of South 86 degrees 03 minutes 02 seconds West (S86°03'02"W), 17.10 feet to a point of tangency on the northeasterly sideline of said Hillcrest Avenue, Said point being on a course of North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 2.00 feet from a Found Conc. Monument;

thence (10) running along said northeasterly sideline of Hillcrest Avenue, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 25.00 feet to a point on the southeasterly line of Lot 25, Block 160.01 as shown on a certain map entitled "Rock Spring at West Orange" a subdivision owned by the Berwin Company, Prepared by Freeman and Winston, dated 7/02/65 and Rev. 10/23/66;

The following (3) courses are along said map of "Rock Spring at West Orange"

thence (11) running along the said southeasterly line of Lot 25, Block 160.01, North 16 degrees 03 minutes 02 seconds East (N16°03'02"E), a distance of 100.00 feet to a point in the northeasterly line of said Lot 25, Block 160.01;

thence (12) running along said northeasterly line of Lot 25, Block 160.01, North 73 degrees 56 minutes 58 seconds West (N73°56'58"W), a distance of 22.39 feet to a point in the southeasterly line of said Lot 25, Block 160.01;

Unofficial Copy

thence (13) running along said southeasterly line of Lot 26, Block 160.01 and also along the northeasterly lines of Lots 24, 19, 18, 13, 12 and 11, Block 160.01, North 32 degrees 38 minutes 02 seconds East (N32°38'02"E), a distance of 1,056.21 feet to a point on the southerly line of Lot 30.01, Block 160.01 (lands n/f Township of West Orange in Deed Book 4182, Pg.326;

thence (14) running along said southerly line of Lot 30.01, Block 160.01 and also along the southerly lines of Lot 30.00, Block 160.01 (lands n/f Carlor, Shown in Deed Book 12108, Pg.4698) and said Lot 30.04, Block 160.01, South 75 degrees 04 minutes 58 seconds East (S75°04'58"E), a distance of 266.45 feet to a point on the southerly line of said Lot 30.04, Block 160.01;

thence (15) running along said southerly line of Lot 30.04, Block 160.01, North 71 degrees 58 minutes 32 seconds East (N71°58'32"E), a distance of 125.10 feet to a corner in same.

thence (16) running along said easterly line of Lot 30.04, Block 160.01, North 14 degrees 56 minutes 02 seconds East (N14°56'02"E), a distance of 142.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 805,615 square feet or 20.7870 acres, more or less.

This Description in accordance with a Boundary Survey Prepared by C. C. Steward Associates, Inc. 320 Ramapo Valley Road, Oakland, New Jersey, dated June 30, 2014.



GREEN ACRES

LOCAL GOVERNMENT UNIT AND NONPROFIT GUIDE

Deeds

The local government unit or nonprofit should review the following checklist items prior to preparing the property deed and verify that all requirements have been met prior to submitting a deed to Green Acres as part of a reimbursement request:

___ 1) All parties identified as Grantor in the deed requirement listed in Schedule B, Section 1 of the title commitment report have signed the deed.

___ 2) The metes and bounds property description in the deed matches the metes and bounds description prepared for the survey package. This description of property in the deed must be the original signed and sealed metes and bounds description prepared by the surveyor and must contain a reference call for the plan of survey prepared. This description should not be retyped, but rather attached as a schedule to the deed document.

___ 3) The 8 ½" x 11" reduced plan prepared as part of the survey package (and referenced in the surveyor's description) is attached to the deed or declaration of taking as part of the metes and bounds description.

___ 4) The amount of consideration named in the deed matches the amount of the cancelled check submitted and the amount of the reimbursement request.

___ 5) The tax block and lot numbers on the deed match those in the title commitment report/title insurance policy and the survey. If the municipality has changed its tax mapping and assigned new block and lot numbers, then both the old and new tax block and lot identifications must be clearly identified in the deed as "former" and "current" respectively.

___ 6) Both the total area contained in the survey and the net area of Green Acres encumbrance are stated in the deed and they match the areas identified in the survey.

___ 7) The deed contains the following clause:

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

E2PM

E2 Project Management LLC.

87 Hibernia Avenue, Rockaway, NJ 07866, Tel: 973-299-5200; Fax; 973-299-5059
www.e2pm.com

January 10, 2025

Zayibeth Carballo P.E., P.L.S.
Director/Municipal Engineer
Township of West Orange
Department of Engineering
25 Lakeside Avenue, West Orange, New Jersey 07052
Email: zcarballo@westorange.org

Re: RFQ Response – Green Acres Survey
Montclair Golf Club (a.k.a. Rock Spring Golf Course)
90 Rock Spring Rd, West Orange, NJ 07052
E2PM Proposal # M-25-04

Dear Ms. Carballo,

E2 Project Management LLC (E2PM) is pleased to provide you with our proposal for professional land surveying services in support of the "Green Acres Survey for Rock Spring Golf Course." Thank you for your invitation to respond to this project.

Project Understanding

It is understood that the Department of Engineering for the Township of West Orange requests proposals from firms which can prepare the necessary survey materials required to be submitted to New Jersey Department of Environmental protection (NJDEP) as part of Green Acres Grant announcement by letter dated December 12, 2024. It is also understood that the Township intends to submit Survey materials 90 days after signing the contract, which requires survey materials be prepared in an expediated process to meet the deadline requirements.

As clearly mentioned in the RFP, it is expected that if chosen for this project, E2PM would be required to performs all surveying services in accordance the NJDEP Green Acres Program under the "Surveys for Local Governments and Nonprofits" guidelines clearly defined at this source https://dep.nj.gov/greenacres/survey-section-local-and-nonprofit-surveys/ / https://dep.nj.gov/greenacres/survey-section-standard-scope-of-work/.

Scope of Services

E2PM will manage and assign resources to this project to ensure all land surveying work is performed in accordance with project timeframes and all NJDEP Green Acres Program guidelines. This letter proposal and pricing are based on all information provided to date by the Township and information reviewed from the NJDEP Green Acres Program guideline documentation. As conditions arise, E2PM may be required to

perform additional services and will notify the client and issue updated proposals as required.

This proposal is prepared to provide the following for this project based off the full review of Tasks A – D in the RFP.

1. Review all NJDEP Green Acres Program "Scope of Survey Services and Standard Detail Requirements" and completion of the appropriate forms and checklists for Local Government and Nonprofit Acquisitions **(Task A)**.

2. Data review and interpretation of full title search at the time of purchase provided by the RFP **(Task B)**

3. Data review and interpretation of Green Acres Project Data provided by the RFP **(Task C)**

4. Hard copy Survey Materials Preparation and Deliverables **(Task D)**:
   - Hard copy Survey Materials - Minimum to two (2) metes and bounds Surveys for all properties;
   - Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;
   - Completed "*Surveyor's Local/Nonprofit Certification and Summary Form*";
   - CD-ROM containing drawing in .dwg format identical to the paper survey,
   - A drawing in .dwg format of only the boundary and Green Acres limits of interests
   - A deed description in MS Word format
   - A PDF copy of the signed survey
   - Photograph documentation of the corner markers set
   - Any additional required documentation

Surveying services shall be started upon award of PO and initial Examination will be started within 3 weeks of authorization (weather permitting). The survey will be prepared by a NJ State Licensed Land Surveyor.

Additional Services

Other services may be required and will vary depending on the site conditions present. The need for the outlined additional services will be evaluated and presented as the need arises. A separate scope of work and cost estimates will be provided should the need for any of the additional services be required. Furthermore, if a project's budgetary amount allows, E2PM may initiate one or more additional services with verbal approval from the Township. Any change to the scope of work outlined herein which exceeds the proposed estimated cost, regardless of verbal approval, will be followed with a written change order to be approved and executed by the Township.

Project Costs

E2PM proposes to execute this project on a ***lump sum basis*** as summarized in the following pricing table and consistent with the scope of work defined by this proposal, in accordance with the attached E2PM rate sheet (Attachment A). E2PM services will be invoiced monthly. Payments are due net 15 days from the date of the invoice. The fees for the scope of work described above are as follows:

Survey Tasks	Lump Sum Pricing
Task A	
Review all NJDEP Green Acres Program "Scope of Services and Standard Detail Requirements"	$ 1,500.00
Task B	
Data review and interpretation of full title search	$ 2,500.00
Task C	
Data review and interpretation of Green Acres Project Data	$ 3,000.00
Task D	
Hard Copy Survey Materials Preparation and Deliverables	$ 55,990.00
Total Cost (Tasks A - D)	**$ 62,990.00**

Clarifications / Exclusions:

- All substantial changes in the scope may result in a request for added costs by E2PM.
- Access to the site will be provided.
- **State and municipal application, review, and/or permit fees are not included in the consulting fees listed above.**

Project Schedule

If E2PM, LLC, is awarded the contract we would estimate 50 working days for completion of the project.

Contractual Considerations / Proposal Validity:

If awarded this project, E2PM will execute this work starting with a formal notice to proceed. Also, evidence of proper insurance would be submitted for approval by the Township Attorney. This proposal shall remain valid for 45 days from the date of this letter. Should you have any questions, please do not hesitate to call me at (973) 768-6016 or charles.stewart@e2pm.com. Good luck with bidding of this project and E2PM looks forward to possibly working with you.

Sincerely,

Charles J. Stewart Jr. P.E.,P.L.S.,P.P.,C.M.E.,C.F.S.
Senior Project Manager
E2 Project Management
Attachments

Proposal Acceptance:

Proposal / Contract Approved by: _____

Name: _____

Title: _____ Date: _____

*The above signed represents that he(she) has read, understands, and accepts this proposal in **its entirety. By accepting this proposal, client is also accepting the attached standard contract.** Further, it represents that he(she) has the authority to enter into this agreement on behalf of the client named above it. It is also acknowledged that the above signed grants E2PM full access to the site as required to perform the services outlined herein. Client represents to E2PM that they have the right to use any and all background data, reports, drawings, etc..(herein referred to as project data) that may have been prepared by Others. Further, Client represents that E2PM can **rely** on said project data as accurate and use the data on behalf of Client during the Project. Any and all permit and regulatory oversight fees required for the project, including any fines levied against E2PM or any of its staff will be the responsibility of Client.*

E2PM 2025 Hourly Rates

E2 Project Management LLC (E2PM)

(Valid thru December 31, 2025)

Service Personnel

E2PM shall be reimbursed at the listed rates charged to the work to cover the cost of wages and salaries, payroll burdens, overhead, G&A, and profit.

Licensed Site Remediation Professional (LSRP) (VI)	$250.00/Hr
Licensed Site Remediation Professional (LSRP) (IV & V))	$250.00/Hr
Professional Engineers (PE) (VI)	$250.00/Hr
Professional Engineers (PE) (V)	$200.00/Hr
Professional Engineers (PE) (IV)	$150.00/Hr
Licensed Land Surveyor (PLS)	$150.00/Hr
Project Managers/Principal Engineers/Scientists (IV)	$135.00/Hr
Senior Engineers (III)	$115.00/Hr
Engineers (II)	$95.00/Hr
Staff Engineers (I)	$80.00/Hr
Senior Scientists (III)	$115.00/Hr
Scientists (II)	$90.00/Hr
Staff Scientists (I)	$75.00/Hr
H&S Specialists & Industrial Hygiene	$95.00/Hr
Field Engineers/Scientists	$85.00/Hr
Principal Archeologist & Cultural Resources Manager	$115.00/Hr
Senior Archeologist & Architectural Historians	$90.00/Hr
Staff Archeologist & Architectural Historians	$75.00/Hr
Field Archeologists	$60.00/Hr
Estimating/Project Control Coord.'s	$85.00/Hr
Sr. Designer	$85.00/Hr
Design Drafting	$75.00/Hr
Word Processing	$55.00/Hr

Miscellaneous Home Office Expenses

All other direct expenses that are incurred during the progress of the work (travel and living, telefax, long distance telephone, miscellaneous supplies, and materials) will be billed at cost or at E2PM standard rates.

1. **Travel and Living**
   Actual reasonable expenses incurred for meals, lodging and rental car for E2PM personnel in travel status away from the office in connection with the project are reimbursable at cost. Air travel at economy class is reimbursable at cost and travel associated with the project by personal automobile is reimbursable at **.67** cents per mile or the latest IRS provisions.
2. **Reproductions**
   In-house reproduction of standard size documents (8 1/2" x 11") will be charged at 12 cents per copy, color copies of (8 1/2" x 11") documents will be charged at 85 cents per copy, and in-house reproduction of blueprints will be charged at 14 cents per square foot.
3. **Computers and Workstations**
   a) CAD applications performed on a PC-Based engineering workstation have a billing rate of $15.00 per workstation-hour.
   b) GIS Applications performed on a PC-Based engineering workstation have a billing rate of $25.00 per workstation-hour.
   c) Microcomputer usage (IBM PC or equivalent) will be charged at $7.00 per workstation-hour.
4. **Subcontracts, Equipment Rental and Materials**
   The services of subcontracts, outside rental of equipment and material will be charged at cost plus 15%.

STANDARD AGREEMENT

AGREEMENT made the 4th day of January, 2023 by and between ***E2 Project Management LLC.***, a New Jersey Limited Liability Corporation with offices at ***87 Hibernia Avenue, Rockaway N.J. 07866***, hereinafter referred to as Consultant, and **The Township of West Orange 66 Main Street West Orange NJ ,** hereinafter referred to as the Client.

WITNESSETH:

WHEREAS, **Client** intends to engage the **Consultant** to perform various engineering, environmental consulting, construction management, and/or remediation services; and

WHEREAS, **Consultant** is willing to undertake the performance of such work and service hereinafter described subject to the terms and conditions hereinafter specified;

WHEREAS, **Consultant and Client** herein will be defined as the **Parties.**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the **Parties** agree as follows:

1.0 SCOPE OF WORK

Consultant shall perform various environmental engineering, remediation and technical services to the extent directed in writing by **Client** in accordance with this Agreement and the proposal letter dated January 18, 2021, attached hereto and made a part hereof:

2.0 PRICE

Client shall pay **Consultant** at the rate set forth in the proposal.

3.0 WARRANTEES

Consultant warrants that the services performed by it hereunder shall be in accordance with good engineering design practices and in conformance with applicable codes and standards established for such work by the industry. Consultant's liability in regard to the correction of any deficiencies attributable to services performed hereunder shall be limited to redoing without charge, any faulty work performed under this Agreement.

REPERFORMANCE OF CONSULTANT'S WORK FOR A PERIOD OF ONE YEAR FOLLOWING COMPLETION OF ITS WORK SHALL BE THE EXCLUSIVE REMEDY AND SHALL BE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES OR GUARANTEES, (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) WHETHER EXPRESSED OR IMPLIED AND WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY OR OTHERWISE.

4.0 TERMINATION

Should condition arise which, either in the **Client's** or **Consultant**'s opinion make it advisable or necessary to discontinue work hereunder, then either party shall have the right to terminate the work by fourteen (14) days written notice. Thereafter, **Consultant** shall do only such work as may be necessary to protect the work performed or as may be requested by **Client**. **Consultant** shall be paid for the work performed up to and including the date of termination on the same basis as is heretofore set forth.

5.0 INDEMNITIES

To the fullest extent allowable under applicable law, **Client** shall hold harmless, defend and indemnify **Consultant** from and against all losses, damages, demands, claims, suits, and other liabilities, including counsel fees and other expenses of litigation arising out of or incidental to the materials, goods or services hereunder contracted for, unless such liabilities result solely from the negligent acts or omissions of **Consultant**. The parties expressly agree that this indemnity provision does not include, and in no event shall the **Consultant** be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this **Project** or the services rendered by the **Consultant**.

6.0 DELAYS

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, acts and/or omissions of federal, state and local government authorities and regulatory agencies, or other events which are beyond the reasonable control of the other party that could not have been reasonably foreseen or prevented.

7.0 SITE CONDITIONS & SITE ACCESS

Consultant shall **not** be liable for any property damage to or interfere with surface or subterranean structures (including pipes, tanks and telephone cables) which are not readily visible, shown on plans furnished by **Client** or which are public documents, in connection with work performed under this Agreement. **Client** recognized that the use of exploration and test equipment might unavoidably affect or alter the terrain. **Client** accepts that this is inherent to Consultant's work and **Consultant** shall not be liable for any such effect or alteration.

Client represents that they have "unrestricted access rights" to the entire site and that by accepting this proposal, E2PM has full rights to enter the site to conduct the work outlined within this proposal.

Please note that E2PM will make best efforts to identify all existing utilities, via reviewing Client Supplied maps, field observations, and most importantly requiring a utility mark-up, in accordance with the NJ Underground Facility Protection Act (N.J.S.A. 48:2-73 et seq.). Responsible parties, property owners, and clients, will be given an opportunity to review the proposed intrusive work and sampling locations. Client's approval of the proposed intrusive work and sampling locations shall constitute acceptance of their responsibility for the identification of any on-site utilities and underground obstructions. E2PM and its subcontractors shall be indemnified and not be held liable for any damages to the utilities and/or to the property stemming from subsurface investigations and/or excavation.

8.0 CONSEQUENTIAL DAMAGES

In no event shall **Consultant**, its **Consultants**, its vendors, or its affiliates be liable for, and **Client** hereby releases and agrees to indemnify and hold such parties harmless against, any and all claims for consequential, special, incidental or indirect damages without limit by reason of failure to specify same including **Client's** legal fees, whether based upon contract, tort (including negligence), strict liability, statute or otherwise. **Client** hereby waives the subrogation rights of its property damage and business interruption insurers in favor of such parties.

9.0 LIMIT OF LIABILITY

It is understood and agreed that the price has been established in recognition that **Consultant**'s overall cumulative liability for all representations (except its indemnification obligation regarding third party claims), warranties, guarantees, defenses, and other obligations arising as a result of its entering into this Agreement shall in no event exceed the amount paid by **Client** to **Consultant** for performance of the **Work**.

10.0 HAZARDOUS SUBSTANCE CLAIMS

(a) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances"); **(b)** Except as provided in (a) above and to the fullest extent provided in Article 8; (i) **Client** shall indemnify and hold harmless **Consultant**, its officers, directors, employees, agents, and representatives from and against any and all Hazardous Substance Claims; and (ii) **Client** shall defend any claim, action, or proceeding which may be brought against **Consultant**, its officers, directors, employees, agents, and representatives ("Defendants") arising out of or in connection with any Hazardous Substance Claim and shall bear all fees and expenses of attorneys and costs any Defendant incurs in the defense thereof.

11.0 RELATIONSHIPS OF PARTIES

The **Consultant** shall at all times be an independent entity and shall not claim to be an agent, officer, or employee of **Client** and shall not have authority to make any commitment on behalf of the **Client**, except to the extent that such authority shall be expressly conferred in writing. **Consultant** shall not have the right to use **Client's** title block on any plans or drawings whatsoever, unless so authorized by **Client**.

12.0 TERMS OF PAYMENTS

As a condition precedent **Client** shall pay or cause to be paid to the **Consultant** for the true and faithful performance of all of services herein and contained under this agreement, the amounts set forth in the **Consultant**'s proposal. Upon completion of the work, every thirty (30) days or as soon thereafter as practicable, the **Consultant** shall invoice the **Client** for the services performed. Invoices shall be due and payable within fifteen (15) days. Interest at **1.0%** per month will be charged for all invoices exceeding **45** days.

Consultant reserves the right to lean **Client's** property as a means to protect its interests in assuring payments for work performed under this agreement.

13.0 CONFIDENTIALITY

Consultant agrees not to divulge to third parties, without written consent of the **Client**, any information which relates to the technical or business activities of the **Client** unless: (i) the information is known to the **Consultant** prior to obtaining the same from the **Client**; (ii) the information is, at the time of disclosure by **Consultant**, then in the public domain, or (iii) the information is obtained by the **Consultant** from a third party who did not receive same, directly or indirectly from the **Client** and who has no obligation of secrecy with respect thereto. **Consultant** further agrees not to disclose without the prior written consent of the **Client**, any information developed or obtained by **Consultant** in the performance of this Agreement except to the extent that such information falls within one of the categories described in (i), (ii), or (iii) above.

If so requested by the **Consultant**, the **Consultant** further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this Agreement.

14.0 INSURANCE

(a) During the course of performance of the Services, **Consultant** will maintain the following insurance coverage:

Type of Coverage	Amount of Coverage
Workers Compensation/Employers Liability	Statutory/ $500,000
Commercial General Liability	$1,000,000
Pollution Liability	$1,000,000
Professional Liability	$1,000,000
Automobile Public Liability	$1,000,000

(b) If required, **Consultant** shall deliver to **Client**, Certificates evidencing that the above coverage is in effect and will not be canceled or materially changed without thirty (30) days written notice; **(c)** Additional Coverage: If desired, **Consultant,** will on a cost-reimbursable basis, endeavor to procure property damage, construction risk, completed operations, pollution liability, environmental impairment or other desired insurance coverage on a project specific basis.

15.0 OWNERSHIP OF DOCUMENTS

All the work product (reports, drawings, calculations, designs, etc,) produced by the **Consultant** in executing the work described within **Consultant's** proposal, are the property of **Consultant**.

16.0 RELIANCE ON DOCUMENTS

Reliance on the **Consultant's** work product shall be for the exclusive use of **Client**. Reliance on **Consultant's** work product by third parties shall be strictly forbidden.

Consultant assumes that **Client** either owns and or has rights to use all reports, drawings, calculations, and designs, (herein defined as "**work product**" produced by others and given to **Consultant** by **Client**), and **Consultant** is given the right to use and rely on such work product. **Consultant** shall be indemnified by **Client** for reliance on third party data and work product.

17.0 ENTIRETY OF AGREEMENT

This agreement, with the Exhibits/Proposals listed in Article 1 constitute the entire agreement between the parties and supersedes all previous agreements or understandings with respect to the subject matter hereof.

18.0 GOVERNING LAW

This Agreement shall be governed in all respects by the law of the **State of New Jersey**. The venue for trials, mediation, and or arbitration shall be in Morris County New Jersey.

19.0 DISPUTES

Disputes relating to services under this contract, including payment disputes shall be settled based on the mutual agreement by the parties based on the following hierarchy, mediation, arbitration, and through court actions. However, **Consultant** may elect to seek resolution directly through the courts:

January 17, 2025

Via Electronic Mail (zcarballo@westorange.org)

Township of West Orange
Department of Engineering
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Land Surveying Services
Rock Spring Golf Course
Block 46.01, Lot 22; Block 160, Lots 2 & 10; & Block 160.01, Lots 30 & 34
Green Acres Survey
Our File No.: Proposal SCE-P11250.021

Dear Ms. Carballo:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal to the Township of West Orange (Township) for professional land surveying services in response to the Request for Proposals (RFP) for the preparation of a Green Acres Survey for Rock Spring Golf Course (Block 46.01, Lot 22; Block 160, Lots 2 & 10; & Block 160.01, Lots 30 & 34), located in the Township of West Orange, County of Essex, State of New Jersey.

It is our understanding that the Township is seeking professional land surveying services associated with preparing the necessary survey materials required to be submitted to the New Jersey Department of Environmental Protection (NJDEP) as part of the Green Acres Grant announced by letter dated December 12, 2024. SCE has carefully reviewed the documents provided by your office, along with additional preliminary research of the record documents available for this site. We are confident in our abilities to successfully complete this project on-time and in accordance with the project's desired schedule.

SCE continues to be a leader in the industry demonstrated in our commitment to creating solutions for our Clients' success by delivering innovative and practical professional services. Our firm has significant experience with providing professional services in the land surveying field. Our technical team is readily available to meet your project's unique requirements and all services will be performed under the direct supervision of a State of New Jersey licensed Professional Land Surveyor (PLS).

Our scope of services for this project is further outlined below.

Scope of Services

1. **NJDEP Green Acres Survey**

SCE will prepare a Green Acres Survey along with the supporting documentation outlined in the *State of New Jersey Department of Environmental Protection Green Acres Program Scope of Survey Services and Standard Detail Requirements* dated July 1, 2023, as well as Sample Form 7B – Local Unit and Nonprofit Land Acquisition Checklist for complete list of project deliverables.

Task I: Records Research & Deed Plotting Analysis
It is our understanding that SCE will be provided with a title report(s) of the lots in question. SCE will gather additional records information including, but not limited to, record adjoining owner deeds, present owner deed, tax map(s), filed map(s), copy of title search (if the Township can provide), previous survey(s), and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. Any/all record boundary lines and easements will be illustrated on the Survey.

Task II: Field Survey
SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to, GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of any/all existing boundary evidence (iron pins, pipes, monuments, etc.) only as the site existing conditions will be depicted via aerial orthophotography or via the provided Stewart Survey as a background. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83 / NAVD-88). ***It should be noted that no utility investigation or site topography is anticipated in the final deliverable.***

Task III: Green Acres Survey Deliverable
SCE will download all collected data and place in AutoCAD for preparation of mapping. The Green Acres Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

The Green Acres Survey will be prepared in accordance with *State of New Jersey Department of Environmental Protection Green Acres Program Scope of Survey Services and Standard Detail Requirements* dated July 1, 2023. Deliverable for this Green Acres Survey will be prepared at an appropriate scale to depict the site improvements.

It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data until well into the processing and analytical portion of the survey. If substantial errors are

discovered at this stage, the Township will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

Task IV: Set Missing Corner Markers
When a Green Acres Survey is performed, corner markers are required to be set at the perimeter limits of the fee simple acquisition project area. ***Based on the Stewart Survey, there appears to be approximately 48 corners that need to be set as part of this scope, and such is included in this proposal.***

Task V: NJDEP Coordination & Final Deliverables
SCE will coordinate with the Township and NJDEP Representatives, as necessary, to coordinate deliverables and acceptance of documents between the two (2) parties. SCE anticipates one (1) round of revisions to address comments from the parties and will finalize the deliverables listed below as required as part of this proposal.

Since SCE is unable to predict the extent of comments NJDEP may have, an hourly estimate of up to 16 hours is included within this proposal. If additional revisions are required or in excess of the anticipated hours, SCE will provide a separate proposal to address the NJDEP comments and finalize all deliverables.

- **Final Deliverables (Sample Form 7B)**
  - 8.3 - Parcel Closure - Precision/Radial Error/Area.
  - 8.4 - Full Size Paper Copies of Survey Plan (Two [2] Folded Copies).
  - 8.5 - Metes and Bound Description and Reduced Survey Plan (Two [2] Copies).
  - 8.6 - Digital Files:
    - Cover Label on Digital Media Disk (Standard 5.25-Inch CD-R Disk).
    - Contains: Descriptions, AutoCAD file (.dwg), Drawing (.pdf), Linework (.dxg), and Photographs of Corner Markers Found and Set.
  - 8.7 - Surveyor's Certification and Summary Form.
  - 8.8 - Checklist of Work completed.

2. Expenses

Anticipated expenses in the amount of $5,000 for this project are included in the fees outlined below.

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.	NJDEP Green Acres Survey	**$ 64,875**
2.	Expenses	**$ 5,000**
	TOTAL LUMP SUM FEE	**$ 69,875**

Project Schedule

SCE anticipates we will receive authorization from the Township to proceed on this project within one (1) month of proposal submission. SCE will commence services within two (2) weeks of receipt of the fully executed proposal or agreement. ***SCE anticipates all work to be completed and deliverable(s) submitted within 75 calendar days of authorization to proceed.*** It is assumed that all project phases and tasks as described above will be performed consecutively, with no significant project schedule delays. The project schedule is dependent upon timely Township responses and if applicable, weather conditions for fieldwork and governing agency review periods. A significant project schedule delay may result in an adjustment to our fees or issuance of a new proposal for the remaining scope of work to be completed. SCE will communicate with the Township regularly regarding the project schedule.

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific scope of services as explained above. Additional services and items may be determined to be required during the course of the project that have not been included in our fee proposal. If additional services are required, SCE will provide a contract amendment outlining those services and additional fees and submit to the Township for approval. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Surveying services other than indicated above.
- Topographic survey.
- Utility investigation and/or mapping services.
- Application and permit fees.
- Owner or Contractor-initiated changes.
- Off-tract improvements design.
- Geotechnical investigations.
- Environmental Impact Statement.
- Revisions to address review agency comments other than indicated above.

Fee Structure

SCE will utilize the following fee structure for the scope of services as outlined above:

- Principal/Project Officer $205/hour
- Senior Project Manager $200/hour
- Project Manager $195/hour
- Senior Project Licensed Professional $190/hour
- Project Licensed Professional $180/hour
- Licensed Professional $170/hour
- Senior Project Coordinator $190/hour
- Project Coordinator $185/hour
- Senior Designer/Senior Survey Analyst $160/hour
- Designer/Survey Analyst $145/hour

- Senior Environmental Scientist $160/hour
- Environmental Scientist $145/hour
- Senior Project GIS Analyst $170/hour
- Project GIS Analyst $160/hour
- GIS Analyst $155/hour
- Senior GIS Technician $145/hour
- GIS Technician $135/hour
- Senior GIS Project Coordinator $160/hour
- GIS Project Coordinator $155/hour
- Senior Inspector $145/hour
- Inspector $135/hour
- Senior Technician $140/hour
- Technician $130/hour
- Project Administrator $145/hour
- Administrative Support $85/hour
- Equipment Unit Cost
    - Unmanned Aerial Systems / Remotely Operated Vehicle $150/hour
    - Robotic/LiDAR $50/hour
    - GPS $25/hour
    - Environmental Injection Pump & Equipment $150/day
- Reimbursable expenses may include but are not limited to printing / reproduction, mileage, parking and tolls, overnight postage, messenger fees, certified mailings, certified property owners list, uniformed traffic protection, permit applications, and associated filing or recording fees.
- Any third-party incurred reimbursable expenses and/or subconsultant fees will be invoiced at SCE's cost plus 15%.
- Mileage will be billed in accordance with federal prevailing rate.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Standard of Care
SCE shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration applicable state requirements and project site conditions.

Termination of Contract
Client may terminate this Agreement with seven days prior written notice to 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.

Estimated Fee(s)
Any estimated fee(s) provided above, is/are based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated, SCE will notify the Client prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.

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. Additionally, it is assumed that Bid Phase Services will commence upon conclusion of final design/contract document preparation, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

Construction Phase Services
If this Agreement provides any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction and schedule adherence 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. Additionally, it is assumed that Construction Phase Services will commence upon conclusion of the Bid Phase services, with no significant project delays. Significant project delays may result in a fee adjustment to our services.

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 (1) 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.

Employee Recruitment Prohibition
For the term of this Agreement and for a period of six (6) months thereafter, Client shall not endeavor to solicit or induce any SCE employee(s) to leave their employment. It is noted that the SCE's workforce is comprised of experienced, skilled, trained, and educated professionals and technicians and the loss of such resources creates a significant burden on the business operation.

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-P11250.021) 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: _____
Joseph D. Phil, PLS, PP, CFS, Assistant Corporate Secretary
Principal/ Land Survey Department Manager

Accepted this _____ Day of _____ 20_____

By: _____

_____ (Printed Name & Title)

Enclosures ***Evidence of Insurance***

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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
INSURED SUBUR-7 Suburban Consulting Eng. Inc. 96 Hwy RT 206 Suite 101 Flanders NJ 07836	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company 20443 **INSURER B :** Valley Forge Insurance Company 20508 **INSURER C :** The Continental Insurance Company Of New Jersey 42625 **INSURER D :** National Fire Insurance Company of Hartford 20478 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 590276563 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7018338493	2/24/2024	2/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2024	2/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7018333729	2/24/2024	2/24/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7018333715	2/24/2024	2/24/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Professional Liab Pollution Liability			AEH004316497 AEH004316497	2/24/2024 2/24/2024	2/24/2025 2/24/2025	Claim/Occurence Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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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Consulting & Municipal ENGINEERS

1460 Route 9 South
Howell, NJ 07731
732.462.7400
www.cmeusa1.com

January 17, 2025

Via Electronic (Engineering@westorange.org) & 1st Class Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Municipal Engineer

Re: Professional Surveying Services
Green Acres Survey for Rock Spring Golf Course
Block 160.01 Lots 30 and 34
Block 160 Lots 2 and 10
Block 46.01 Lot 22
West Orange, Essex County, New Jersey

Dear Ms. Carballo:

CME Associates is pleased to present our proposal for the surveying services for the above referenced project including the preparation of a Green Acres Survey for the Rock Spring Golf Course. Our office has reviewed the previous survey and title report provided to our office as part of the Request For Proposal (RFP).

Scope of Services

Based on the RFP, we propose the following scope of services:

A. Complete the survey in conformance with the current "Scope of Survey Services and Standard Detail Requirements" and appropriate forms and checklists for Local Government and Nonprofit Acquisitions.
    1. Green Acres Project Data:
        a. Green Acres Project Number: 0722-03-005
        b. Green Acres Project Name: Open Space Acquisition
        c. Green Acres Owner ID: 0722-03-005-09

B. Set the required property corners in accordance with Green Acres and Map Filing Law requirements. We anticipate 60 property markers are required to be set based on our preliminary review of the outbound. We have provided a fee per marker to be set.

C. Provide the following Deliverables:

1. Minimum of two (2) metes and bounds Surveys for all properties;
2. Minimum of two (2) deed descriptions signed by the Surveyor, with a reduced copy of the Survey attached to each;
3. Completed ***Surveyor's Local/Nonprofit Certification and Summary Form***; and,
4. CD-ROM containing the drawing in .dwg format identical to the paper survey, a drawing in .dwg format of only the boundary and Green Acres limits of interests, a deed description in MS Word format, a pdf copy of the signed survey, photographs of the corner markers set, and any associated documents.

Summary of Fee Estimates

We will provide the necessary engineering services as described above based upon the following lump sum fee amounts:

Total Lump Sum Fee for Green Acres Survey $90,000.00

Total Estimated Fee to Set Property Markers $16,500.00
Based on an estimated 60 property markers @ $275.00 per marker

We anticipate completing the survey within 75 days from the time of authorization conditioned upon the aerial survey completion which is weather dependent.

Exceptions:

- Title Report as it is assumed the report provided with the RFP will be utilized for preparation of the survey.
- 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.

Consulting & Municipal ENGINEERS

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
Senior Vice President

TT

Zayibeth Caraballo, PE, PLS, PP, CME, CFM, CFS
Director, Municipal Engineer
Department of Engineering
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

January 15, 2025

Re: Proposal for Professional Services
Green Acres Survey
Rock Spring Golf Course
Block 160.01, Lots 30 & 34
Block 160, Lots 2 & 10
Block 46.01, Lot 22
Northfield Avenue, Walker Road, Winding Way, Undercliff Terrace South, Hillcrest Avenue, West Road and Rock Spring Road.
Township of West Orange, Essex County, New Jersey

Green Acres Project Number: 0722-03-005
Green Acres Project Name: Open Space Acquisition
Green Acres Owner ID: 0722-03-005-09

Dear Ms. Caraballo:

Thank you for this opportunity to provide a Proposal for Professional Services. We understand you require State of New Jersey Department of Environmental Protection Green Acres Survey for the above-referenced parcel(s) having an area of approximately 140 acres. We have reviewed the Scope of Services, the contract for survey work, and performed preliminary research to assess the cost and time required to accomplish this task.

SCOPE OF SERVICES

Green Acres Survey

We will prepare State of New Jersey Department of Environmental Protection (NJDEP) Green Acres Survey of the approximately 140-acre subject parcels in accordance with NJSA 45:8-27 et seq, and NJAC 13:40-1.1. We will also adhere to the guidelines as set forth by the NJDEP Green Acres Program Scope of Services and Standard Detail Requirements, dated July 1, 2023. Missing corner markers of the overall parcel(s) and of exceptions will be set as per the standards. We will set a minimum of three (3) new monuments at corners of each parcel for a total of six (6) monuments, the balance of the 58 remaining corners will be set using rebar with caps as per the standard stated above. We will also take photographs of all corner markers found or set, showing the corner and witness lath with the corner number clearly visible.

This survey will be referenced to the North American Datum of 1983 (“NAD’83”), New Jersey State Plane Coordinate System utilizing Global Positioning System (“GPS”) methodology. Prior to commencing with the survey, we request that you supply or make available, all pertinent information and documentation in your possession relative to the subject parcel. Such information includes, but is not limited to, title reports/searches, area surveys, records, deeds, original tract maps, public records, State, County, or Municipal maps. We also require any information on adjoining properties in the client’s possession.

If the information supplied is not sufficient to render an accurate survey, GPI will make all reasonable efforts in accordance with the industry standard of care, to obtain additional required information. If, as a result of these efforts, not enough information is

found to prepare a boundary survey, or if a title search is not supplied, or if ambiguous or clouded title areas are found, the client will be notified in writing of the various options for proceeding with the project. Our firm does not provide title search services; therefore, boundary surveying services offered herein will be subject to such facts as a complete title search might disclose.

FEE: $149,400.00

DELIVERABLES

We will provide the deliverables as outlined in the RFP "Land Surveying Services". Additionally, deliverables will be distributed as outlined in the RFP. We anticipate approximately 45 days from notice to proceed to completion.

Should you have any questions, or if we may be of any additional service, please do not hesitate to contact our office.

Sincerely,
Greenman-Pedersen, Inc.

1.15.2025

Name: Joseph Shashaty Date
Title: Survey Project Manager

JFS
m:\proposal\jfs\new jersey\essex county\west orange\rock spring golf club\rock spring golf course.docx
cc: Kevin S. Bogerman, P.L.S., Frederick J. Henkel Jr., P.L.S.

AGREEMENT

The undersigned accepts this proposal and the terms and conditions stated herein and authorizes GPI to proceed with the services as outlined. The undersigned accepts full responsibility for payment for services performed as described above. Payment will be made by acceptor of this contract and will not be dependent upon receiving payment from a third party not directly under contract to GPI.

☐ **Green Acres Survey** **$149,400.00**

Accepted this _____ day of _____ 20____

By _____ _____
(Authorized Signature) (Corporate Title)

_____ _____
(Type or Print Name) (E-Mail Address)

_____ _____
(Phone Number) (Fax Number)

CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.

2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specified in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.

3. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

4. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

5. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.

6. Interpretation of Codes and Ordinances: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 11 in this document.

7. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.

8. Field Observation Services: Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the

means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.

9. Confined Space/Ground Penetrating Radar: The services outlined herein exclude equipment rental costs or subcontracting fees associated with entry into confined space areas requiring OSHA certification beyond the 40 Hour Hazardous Waste Operations course or Ground Penetrating Radar (GPR) services for utility identification. Should entry into confined space or GPR services be necessary, an addendum to this proposal will be forwarded to you to accomplish the work with either in-house personnel or by subcontracting.

10. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder, unless otherwise agreed to herein.

11. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.

12. Change Orders: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

13. Design Changes: Any design changes made by others during the course of construction without the input or knowledge of GPI are done at the risk of the client, and will not be the responsibility of GPI. During construction, GPI shall have no control or responsibility for the means, methods, techniques, sequence, or procedures of construction, or safety precautions and programs incident to the work or the failure on the part of any party to comply with applicable laws, rules, regulations, ordinances, or codes.

14. Hourly Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.

15. Prevailing Wages (If Applicable): The attached fees and hourly rates are based on actual charges, plus overhead costs, and are normal and competitive rates. These rates, however, are subject to change retroactively to the beginning of the contract if it is determined that prevailing wages, as set forth by State or Federal wage administrators, must be paid. This is true on projects funded in whole or in part by Federal or State grants or loans. If it is determined that these specific wage rats must be utilized, we reserve the right to adjust our proposal immediately retroactively to the beginning of the project.

16. Reimbursable Expenses: Reimbursable expenses will be billed to the Client. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material. Printing and reproduction expenses shall be invoiced in accordance with the attached schedule, unless otherwise agreed to herein.

17. Payment for Services: Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI's invoice. If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client.

18. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.

19. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.

20. Digital Delivery: If desired, AutoCAD® or MicroStation® disks will be supplied for informational purposes only. Signed and sealed maps provided by GPI will be the documents of record of the services performed. Any discrepancies should be brought to our attention within ten (10) days.

21. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.

22. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

23. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

24. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

25. Insurance: GPI will maintain the following insurance for the duration of the project:

    a. Commercial General Liability – Bodily Injury/Property Damage - $2,000,000 each occurrence and $4,000,000 in the aggregate.
    b. Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
    c. Automobile Liability – in the amount of $1,000,000 each accident covering owned, non-owned, and hired vehicles.
    d. Excess/Umbrella – in the amount of $5,000,000.
    e. Professional Liability – in the amount of $1,000,000 each claim/ $2,000,000 in the aggregate.
    f. GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

26. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to

implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

27. Indemnification:

    a. GPI, subject to the limitation in Section 21 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
    b. GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.
    c. Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

28. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

Zayibeth Caraballo
Director, Municipal Engineer
Township of West Orange

January 15, 2025

HOURLY BILLING RATES
Effective January 1, 2025 – December 31, 2025

WEST ORANGE TOWNSHIP

PROFESSIONAL ENGINEER	$	190.00
SENIOR PROJECT MANAGER, ENGINEERING	$	165.00
SENIOR DESIGNER	$	125.00
DESIGNER	$	95.00
INSPECTOR	$	105.00
ENGINEERING TECHNICIAN	$	85.00
PROFESSIONAL LAND SURVEYOR	$	170.00
SENIOR PROJECT MANAGER, SURVEYING	$	150.00
PROJECT SURVEYOR	$	135.00
SURVEYING TECHNICIAN	$	105.00
PARTY CHIEF	$	110.00
INSTRUMENT PERSON	$	95.00
ADMINISTRATIVE SUPPORT	$	75.00

Rates Subject to Change Annually

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2024

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: Alyson Graziosi
PHONE (A/C, No, Ext): 516-869-8788 **FAX (A/C, No):** 516-470-0338
E-MAIL ADDRESS: agraziosi@crpgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B : Everest National Insurance Company	10120
INSURER C : North Pointe Insurance Company	27740
INSURER D : QBE Insurance Corporation	39217
INSURER E : Stonington Insurance Company	10340
INSURER F : Allied World Assurance Company (U.S.) Inc.	19489

INSURED GREENMAN
Greenman-Pedersen, Inc. (Morris Plains)
301 Gibraltar Drive, Suite 2A
Morris Plains NJ 07950

COVERAGES **CERTIFICATE NUMBER:** 1993401002 **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	
D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	175000033	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	165000040	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	XC5CU00324241	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	155000038	12/31/2024	12/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A F	Property Professional Liability			UM00082200MA24A 03141016	12/31/2024 12/31/2024	12/31/2025 12/31/2025	Valuable Papers Each Claim Aggregate	$150,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

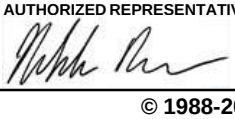
CERTIFICATE HOLDER

SAMPLE
FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION 30 day notice applies

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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Zayibeth Caraballo
Director, Municipal Engineer
Township of West Orange

January 15, 2025

CORNER MARKER AGREEMENT

This agreement is made in connection with a survey of property known as

Rock Spring Golf Course, Block 160.01, Lots 30 & 34, Block 160, Lots 2 & 10, Block 46.01, Lot 22, Township of West Orange, Essex County, New Jersey

This is to advise that I/we have been made aware of my/our right to have corner markers set as part of a survey to be performed on the aforementioned property which is being purchased by me/us. In addition, I have been made aware of the potential impact of signing the waiver including (1) the possible need for a future survey as a result of physical improvements to the property, such as fence, addition, deck, pool, or shed; and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my/our property. Therefore:

☐ The right to have corner markers set is hereby waived, and Greenman-Pedersen, Inc. is directed to perform the land survey without the setting of corner markers as provided by the regulation N.J.A.C. 13:40-5.2 of the State Board of Professional Engineers and Land Surveyors.

☐ I/We do require corner markers to be set. I/We agree to the rate of $250.00 per marker, [a minimum order of three (3) markers ($750.00)]. I/We also understand that this fee is over and above the other survey costs.

Name: _____ _____
(Signature of Ultimate User) (Print or Type Name of Ultimate User)

Address: _____

Telephone: _____ Fax: _____

Date: _____

_____ _____
(Signature of Witness) (Print or Type Name of Witness)

Witness Address: _____

Please note that in accordance with N.J.A.C. 13:40-5.1(d), this form can only be signed by the Purchaser/Owner/Ultimate User of the Property and <u>NOT</u> by his/her attorney or any other agent.

<u>SURVEYOR CERTIFICATION:</u>

I hereby certify that I have:

1.) Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
2.) Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
3.) Performed a physical measurement of the property.

_____ _____
New Jersey Licensed Land Surveyor/License No. Date

44-25
January 28, 2025

A RESOLUTION APPROVING PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT THE PROPERTY LOCATED AT 25 LAKESIDE FOR LONG TERM MONITORING FOR VAPOR INTRUSION INVESTIGATION AND NJDEP SUBMISSION NTE $21,960.00

WHEREAS, on January 17, 2025, the Township of West Orange (the "Township") received a proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. ("Matrix") to perform environmental services at: 25 Lakeside Avenue, West Orange, New Jersey, also known as Block 115 Lot 16 on the Township of West Orange Tax Map; and

WHEREAS, the proposal reflects the vapor intrusion investigation, the preparation of deliverables to NJDEP that include data, report, and submission to NJDEP and the retention of a Licensed Site Remediation Professional (LSRP) to conduct the investigation and monitoring at the Department of Public Works complex located at 25 Lakeside Avenue, West Orange, New Jersey; and

WHEREAS, the vapor intrusion investigation is recommended as a part of the long-term monitoring (LTM) as identified by Vapor Intrusion Investigation Report prepared by CME Associates dated April 24, 2023 attached herein as Exhibit **"B"**; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township accepts the proposal from Matrix attached herein as Exhibit **"A,"** not to exceed $21,960.00 to complete the scope of work;

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

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

I hereby certify funds are available from Account No.: **2025 Capital Budget**
Account #03-2661-21-0400-110
$21,960.00

John Ditinyak, Chief Financial Officer

44-25 Exhibit A

Matrix New World Engineering, Land Surveying and
Landscape Architecture, P.C.
26 Columbia Turnpike
Florham Park, NJ 07932
973.240.1800 Fax 973.240.1818
www.mnwe.com

MATRIXNEWORLD
Engineering Progress

Via Email (zcarballo@westorange.org)

January 17, 2025

Ms. Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS, Municipal Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: PROPOSAL FOR ENVIRONMENTAL SERVICES –
LONG TERM MONITORING - VAPOR INTRUSION INVESTIGATION
TOWNSHIP OF WEST ORANGE DEPARTMENT OF PUBLIC WORKS (DPW)
25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
NJDEP SRP PI NO. 014423
MATRIX NO. P25-0037

Dear Ms. Zayibeth Carballo:

Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to complete long-term monitoring - vapor intrusion investigation activities and prepare a Vapor Intrusion Letter Report for submission to the New Jersey Department of Environmental Protection (NJDEP) for the Township of West Orange Department of Public Works (DPW) property, located at 25 Lakeside Avenue (Block 115, Lot 16) in the Township of West Orange (Township), New Jersey (Site).

The long-term monitoring - vapor intrusion activities will be completed in compliance with the NJDEP Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and the NJDEP's Vapor Intrusion Technical Guidance.

SCOPE OF WORK
The scope of services and associated fees are described below.

Task 1: Vapor Intrusion Investigation
An initial vapor intrusion (VI) investigation was completed in 2014, and the results were presented in the 2016 Remedial Investigation Report (RIR) prepared by T&M Associates. The sampling included the collection of four sub-slab soil gas (SSSG), two indoor air (IA), and one ambient air (AA) samples for EPA TO-15 analysis. The following exceedances were identified: 1,4-dichlorobenzene concentrations above the Non-Residential Indoor Air Screening Level (NRIASL) in two IA samples and trichloroethene (TCE) concentrations above the Non-Residential Soil Gas Screening Level (NRSGSL) in three SSSG samples. The concentration of TCE in sample SSAS-3 was elevated to nearly an order of magnitude (10x) greater than the current NRSGSL. Based on the 2014 VI investigation results, T&M Associates recommended a long-term monitoring program for the Site which included regular building inspections and sampling of the indoor air in years 4 and 6. There was no record of this sampling being completed.

A Preliminary Assessment was conducted as part of due diligence by Matrix in 2021 which identified additional areas of concern (AOCs) at the Site including the need for additional vapor intrusion evaluation in accordance with the May 2021 Vapor Intrusion Technical Guidance.

Therefore, during the heating season in 2023, Consulting & Municipal Engineers Associates (CME), completed an additional vapor intrusion investigation at the Site. The vapor intrusion investigation was performed to evaluate the potential impacts to indoor air quality due to groundwater impacts identified in monitoring well MW-10 at concentrations exceeding the NJDEP Vapor Intrusion Groundwater Screening Levels (VIGSL) and the presence of LNAPL in monitoring well, MW-9. During this sampling event, three IA samples, six SSSG samples, and one AA sample were collected from the Site. Based on the analytical results, benzene and ethylbenzene were identified in the IA samples above the indoor air remediation standards but below the rapid action levels and Occupational Safety and Health Administration (OSHA) Permissible Exposure Limit (PEL), the National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limit (REL) and the American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value (TLV). The benzene and ethylbenzene impacts identified in the IA samples were most likely associated with Site operations as these compounds were not identified in the SSSG samples. However, TCE was identified in the SSSG samples above the soil gas screening levels and the Residential Indoor Air Remediation Standards (RIARS) but below the Non-Residential Indoor Air Remediation Standards (NRIARS) and the OSHA and NIOSH standards identified above.

Based on results of previous investigations and as per the NJDEP Vapor Intrusion Technical guidance long-term monitoring for vapor intrusion is recommended. Matrix will coordinate the necessary access to conduct the vapor intrusion activities at the Site. The vapor intrusion investigation activities will include the collection of SSSG, IA, and AA samples from within and beneath the Site building. At least 24 hours prior to completing the SSSG and IA sampling, Matrix will complete a building walkthrough (Site inspection) and removal of any potential background sources. Matrix personnel will complete the NJDEP Indoor Air Building Survey and Sampling Form for the Site.

Based on the results of the 2023 vapor intrusion sampling activities and in accordance with the NJDEP May 2021 Vapor Intrusion Technical Guidance (Version 5.0), long term monitoring is required for the Site building. The May 2021 Vapor Intrusion Technical Guidance states that long term monitoring is required for a Site without a mitigation system installed as the appropriate mitigation action. The frequency of inspections and sampling events is based on the SSSG concentrations. Therefore, Matrix is recommending the completion of the following sampling plan for the 2025 heating season (Samples should be completed before March 31st).

1. Commercial – 25 Lakeside Avenue, West Orange, New Jersey (approximately 51,815 square feet)
    a. eight sub slab soil gas samples (three in the office area and five in the garage area), four indoor air samples (three in the office area and only one in the garage area break room), and one ambient air sample. Please note that indoor air samples will not be collected in the garage portion of the Site with the exception of the break room as operations in the garage area use, handle, or store the same investigative contaminants of concern (COCs) as found in the soils and groundwater.

The IA/AA samples will be placed on hold and the SSSG samples will be analyzed for volatile organic compounds (VOCs) via USEPA TO-15 method. The IA/AA samples will be collected prior

to the SSSG samples. Each sample will be collected in a dedicated six-liter summa canister, placed at various locations throughout the buildings, with the AA canisters placed outside. The flow controller on the canister allows the air samples to be collected over a 24-hour period. At the conclusion of the 24-hour sampling event, Matrix will retrieve the IA and AA sample canisters and will prepare the SSSG samples.

The SSSG samples will be obtained from below the buildings' concrete slabs. Each SSSG sample will be collected from tubing inserted into a ½ inch diameter sample point. The annulus between the tubing and the temporary sample point will be sealed. Matrix will perform a leak test on the soil gas probe and all fittings of the sample train prior to sample collection in the laboratory supplied and calibrated 1-liter stainless steel canister with a flow controller. Following the collection of the SSSG samples, each drilled hole will be patched.

At the conclusion of the sampling event, all air samples (SSSG, IA, AA) will be transported to a NJDEP Certified laboratory under a proper chain of custody. The samples will be analyzed for VOCs utilizing EPA TO-15 method. The results of the SSSG samples will be compared to the NJDEP Non-Residential Soil Gas Screening Levels (NRSGSL) and NJDEP Residential Soil Gas Screening Levels (RSGSL) to determine if the potential for a VI pathway exists.

If the contaminants of concern are identified in the SSSG samples above the NJDEP RSGSL or NRSGSL, then the contingent IA/AA samples will be analyzed. The IA/AA samples will be compared to the NJDEP NRIARS, the NJDEP Non-Residential Rapid Action Levels (NRRAL), NJDEP RIARS, the NJDEP Residential Rapid Action Levels (RRAL), and OSHA and NIOSHA standards.

If during the inspection cracks in the floor are identified and depending on the 2025 sampling results, Matrix may recommend floor repair cracks resampling of indoor air. An additional proposal would be prepared for this work, if required.

Task 2: NJDEP Vapor Intrusion Preparation

Following receipt of the analytical results, Matrix will prepare the NJDEP required Full Laboratory Data Deliverable Form and Vapor Investigation Finding Letter for review by the Township and LSRP of record. Matrix will not submit the vapor intrusion submission to the NJDEP, West Orange Health Department, and the New Jersey Department of Health. Please note that Matrix will not be able to submit to the NJDEP on behalf of the Township without being retained as Licensed Site Remediation Professional (LSRP) of record. Therefore, the LSRP of record, Manal Baba of CME will have to review and submit the analytical results and findings letter to the NJDEP as it requires LSRP signature or Matrix will have to be retained as LSRP of record for at least AOC-22 – Vapor Intrusion or the entire Site. Please see task 3 below for more details.

The report will summarize investigation activities, results, findings, conclusions, and recommendations for the property. Please note that the Vapor Intrusion reporting is due to the NJDEP 30-days after final laboratory report is issued.

Task 3: LSRP Retention

In accordance with the SRRA, ARRCS, and the TRSR, Matrix will submit the LSRP Retention Form via the NJDEP Online Portal.

The VI investigation summarized above for the subject site is being driven by groundwater exceedances identified in monitoring well MW-10 which is an upgradient well, indicating VI

impacts on-site may be due to contaminants migrating on-site from an upgradient, off-site source. However, this does not rule out the potential that the impacts identified in groundwater samples collected from MW-10 are not due to operations associated with the DPW property. The source of the impacts identified in MW-10 are not clear at this time. The LSRP of record for the DPW will be required to submit the results of sampling and all required NJDEP reporting.

If Matrix is retained as LSRP of record for AOC-22 – Vapor Intrusion or entire Site, Matrix will submit the NJDEP Vapor Intrusion reporting that is required by the NJDEP within 30-days of final laboratory report is issued.

In addition, in accordance with the TRSR, the person responsible for conducting the remediation of a contaminated site is required to perform public notification and outreach. Matrix will post a Public Notification sign and submit a revised public notification form to the NJDEP.

In accordance with the NJDEP SRRA, the ARRCS, and the TRSR, the retained Matrix LSRP will oversee the investigation activities outlined above and if retained as the LSRP of record for the entire Site future remediation tasks as well.

This task includes project management, NJDEP correspondence and coordination, and the anticipation of future conference calls and/or meetings with the project team.

COSTS

The following are the estimated costs not to exceed for the tasks described herein to complete the vapor intrusion activities at the DPW Site. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

Task 1: Vapor Intrusion Investigations

Labor	$	5,770.00
Direct Expenses	$	8,610.00
Task 1 Total Estimated Costs		14,380.00

Task 2: Prepare NJDEP Vapor Intrusion Submission

Labor	$	5,110.00
Direct Expenses	$	250.00
Task 2 Total Estimated Costs		5,360.00

Task 3: LSRP Retention and PM

Labor	$	1,760.00
Direct Expenses	$	460.00
Task 3 Total Estimated Costs		2,220.00

ESTIMATED COSTS TASK 1 THROUGH TASK 3	**$**	**21,960.00**

ASSUMPTIONS AND EXCLUSIONS

This proposal is based on the following assumptions:

- 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; 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 the 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

Mark Sprengel, LSRP
Project Manager

Authorization to Proceed:_____ Date:_____
Name/Title

Attachments: Terms and Conditions
Special Provisions - LSRP

ATTACHMENT 1

TERMS AND CONDITIONS

MATRIXNEWORLD
Engineering Progress

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 HDDEN 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 it's (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.

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.

44-25 Exhibit B

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. VALESI, 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

April 24, 2023

Bureau of Case Assignment & Initial Notice
Site Remediation Program
New Jersey Department of Environmental Protection (NJDEP)
401-05H
P.O. Box 420
Trenton, NJ 08625-0420

Re: ***Vapor Intrusion Investigation Report***
25 Lakeside Avenue, Block 115, Lot 16
West Orange, New Jersey
NJDEP Case # 22-07-27-1645-19 and 22-11-14-1414-25
NJDEP SRP PI# 014423

To Whom It May Concern:

In accordance with New Jersey Department of Environmental Protection (NJDEP) Vapor Intrusion Guidance (VIG), enclosed is a ***Vapor Intrusion Investigation Report*** prepared for West Orange DPW located at 25 Lakeside Avenue in West Orange, New Jersey.

Should you have any questions, please do not hesitate to call me at (908) 418-7848.

Very truly yours,
CME Associates

Manal Baba, LSRP
Project Manager

Enclosures

cc: Ms. Zayibeth Carballo
Assistant Municipal Engineer
Township of West Orange
Department of Public Works, Engineering Division
25 Lakeside Avenue, West Orange, NJ 07052
zcarballo@westorange.org

Mr. Michael A. Fonzino
Director of Health & Welfare
66 Main Street
Room 203
West Orange, NJ 07052

P:\I00 CME7\West Orange\DPW 25 Lakeside Ave\VI Investigation 2023\VI letter Report\VI Letter Report - DPW West Orange - April 2023.docx

Vapor Intrusion Investigation Report

WEST ORANGE DEPARTMENT OF PUBLIC WORKS
25 LAKESIDE AVENUE
BLOCK 115 LOT 16
WEST ORANGE, NEW JERSEY
NJDEP CASE # 93-05-04-1501-12 & 99-04-06-1412-47
22-07-27-1645-19 and 22-11-14-1414-25
NJDEP SRP PI# 014423

Prepared by:

CME Associates
3759 U.S. Highway 1 South, Suite 100
Monmouth Junction, New Jersey 08852
Tel: (732) 951-2101, Fax: (732) 951-2106

PREPARED FOR:

TOWNSHIP OF WEST ORANGE
DEPARTMENT OF PUBLIC WORKS
25 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY 07052

April 2023

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Figure No.		Description
1	-	Site Plan
2	-	Vapor Intrusion Investigation Sampling Location Plan

LIST OF APPENDICES

Appendix No.		Description
Appendix 1	-	Indoor Air Building Survey and Sampling Form
Appendix 2	-	Indoor Air, Ambient Air and Sub Slab Gas Laboratory Analytical Results, QA/QC Documents and Chain of Custody Forms

1.0 GENERAL INFORMATION

The Township of West Orange (Client) retained CME Associates (CME) to provide environmental consulting services associated with remedial investigation (RI) and Remedial Action (RA) at the West Orange Department of Public Works (DPW) located at 25 Lakeside Avenue in the Township of West Orange, Essex County, New Jersey (Site).

A VI investigation was previously completed in 2014 and the results were presented in the 2016 RIR prepared by T&M. The sampling included the collection of four (4) sub-slab soil gas, two (2) indoor air, and one (1) ambient air samples for EPA TO-15 analysis.

Recently, a Preliminary Assessment was conducted at the Site and a Site Investigation was completed at all the identified additional areas of concern (AOCs) at the Site. Additional Vapor Intrusion Evaluation and sampling was recommended for AOC-22 (*AOC-22: Vapor Intrusion (VI))* in accordance with established NJDEP Vapor Intrusion Guidance.

Site Information:
A. Site name: West Orange Department of Public Works (DPW)
B. Case identifiers: NJDEP Case #s 93-05-04-1501-12, 99-04-06-1412-47, 22-07-27-1645-19 and 22-11-14-1414-25
NJDEP SRP PI# 014423
C. Site location: 25 Lakeside Avenue, Block 115 Lot 16, West Orange, New Jersey.

Figure 1 presents the Site plan depicting pertinent Site features.

2.0 SITE CHARACTERIZATION

2.1 Site Description, Site Use and Surrounding Land Use

The Site is comprised of the 3.08 acre Lot 16 in Block 115 at the northeasterly side of Lakeside Avenue. Improvements at the DPW Site are comprised of three-wing structure with Office Wing, Repair Garage Wing and Storage Garage Wing. Asphalt paved parking areas are situated at the southwest and west sides of the DPW Site.

Vehicle fueling stations are situated to the west and northwest portions of the DPW Site. Salt storage dome, exterior salt storage and equipment storage are situated at the east portion of the DPW Site. The West Orange Animal Control Facility is situated at the east side of the DPW Site along Watchung Avenue. Access to the DPW Site is achieved via driveways from Lakeside Avenue and Watchung Avenue. The surrounding area to the north and west, were historically part of the Thomas Edison industrial complex, specifically, the Edison Phonographic Works.

2.2 Regional Geology

The Site is located in Essex County and lies entirely within the Triassic lowlands of the Piedmont Province. The Brunswick Formation, consisting of red-brown sandstone and Watchung Basalt underlie all of Essex County. A review of the Engineering Soil Survey of New Jersey, Report No. 2, Essex County, indicates that the general characteristics of the regional geology consist of unassorted, heterogeneous material, including clay, silt and sand, with varying percentages of gravel, cobbles and boulders. The Brunswick or Basalt Formation is overlain by non-residual deposits ascribed to the Wisconsin Glacier and are identified as ground morainic till.

2.3 Site Geology

Site-specific geological information from previous subsurface explorations indicates that the Site is almost entirely underlain by approximately 1.5 to 6 feet of fill material consisting of brown fine to coarse sand, concrete and brick rubble, ash, slag, metal fragments, and some gravel. The fill material is underlain by a layer of red-brown fine to coarse sand, some silt and little gravel. An organic clayey silt and olive peat is present at depths ranging from 8 to 10 feet bsg. The organic clayey silt stratum is underlain by a layer of fine sand.

2.4 Regional Hydrogeology

The Site is located within the Piedmont Province, which consists of primarily of lowland and gently rolling hills above which rise the Watchung Mountains. The Brunswick Formation is the predominant formation in the region. The formation consists of inter-bedded brown, reddish-brown, sandstone. Three sets of gray to black basalt are intermixed with sandstone of the Brunswick Formation. Glacial deposits, consisting predominantly of till, overlay the rocks.

The bedrock of the Brunswick Formation is generally capable of sustaining moderate yields to wells. The Watchung basalt is capable of yielding only small quantities of water. Water occurs both under unconfined and confined conditions in these bedrock formations. The aquifers are anisotropic and water moves along the joints and fractures.

2.5 Site Hydrogeology

A review of the results of the previous investigations indicates monitoring wells have been set in the overburden water bearing unit. Groundwater within this unit was encountered during the last sampling event at depths ranging from approximately 4.0 to 9.0 feet bsg and it appears to be under unconfined conditions. Lateral groundwater flow within the overburden aquifer was determined to be generally South-Southeast.

3.0 VAPOR INTRUSION INVESTIGATION

CME's personnel visited the Site on March 30, 2023, to investigate the building and to complete an indoor air quality survey within the building.

The Site is currently improved with a single-story cinder block building (circa 1980) on a concrete slab foundation, includes an office area and a DPW maintenance area and storage garage.

1. Office Area: Offices, Dormitory/Waiting Room, Kitchen and Storage Room
2. DPW Garage - Maintenance area and storage garage Repair area with overhead-bay doors

Exterior areas consist of asphalt driveways and parking lots on the southwestern and eastern side of the structure.

The Site is bound to the north by the Former Barton Press Site (also former Edison complex), followed by Columbia Street and residential dwellings. The Site is bound to the west by the Former Barton Press Site (also former Edison Complex) followed by Main Street. The Site is bound to the south by Twin Towing followed by Lakeside Avenue and commercial properties including AWISCO (a welding supply company), and Joachim Driving School. The Site is bound to the east by Watchung Avenue followed by residential dwellings.

During the period of March 31 and April 2, 2023, CME conducted a VI investigation at the Site. The VI investigation was performed to evaluate the potential impacts to indoor air quality as a result of volatile organic vapors emanating from groundwater plume around the building at the Site.

The vapor intrusion evaluation included the collection of a total of ten (10) air samples comprising three (3) indoor air samples (IA-1 through IA-3), six (6) sub-slab soil gas samples (SSGS-1 through SSSG-6) and one (1) ambient air sample (AA-1) from outside the building.

Prior to sampling, CME representative, with the help of the property owner's representative, completed the Indoor Air Quality–Building Survey Form to account for potential additional sources of VOCs (not related to the discharge at the Site) that may affect the air sample collected from the building.

The indoor air samples were collected first inside the building to avoid the potential for cross-contamination between the soil gas and indoor air.

Appendix 1 presents the Indoor Air Building Survey and Sampling Form. **Figure 2** presents the Vapor Intrusion Investigation Sampling Location Plan.

Summary of Sampling Results

Indoor Air Sampling Results – Office Area:

Concentrations of benzene were reported above the VI Exposure Pathway Remediation Standard Criteria in samples IA-1, IA-2 and IA-3 at concentrations that exceeded the Non-Residential and Residential Indoor Air Remediation Standards, however they were below the Rapid Action Levels (RAL). Benzene was not detected in any of the sub-slab soil gas samples collected within the office floors area, which indicates that detected benzene is not related to vapor intrusion issue at these locations. It could be related to using an air freshener or cleaning detergent at these locations, no further action is necessary for this pathway.

Ethylbenzene was detected below the Non-Residential VI Indoor Air Remediation Standards in samples IA-1, IA-2 and IA-3 at concentrations that exceeded only Residential Indoor Air Remediation Standards (does not apply to the Site), however they were below the Rapid Action Levels (RAL).

In addition, ethylbenzene was not detected in any of the sub-slab soil gas samples collected within the office floors area or garage floor area, which indicates that detected ethylbenzene is not related to vapor intrusion issue as there is no completed VI exposure pathway at these locations. It could be related to using an air freshener or cleaning detergent at these locations, no further action is necessary for this pathway.

Based on the assessment of the results, these contaminants are found in the IA, but not the SSSG samples. These compounds are likely originating from background sources unrelated to VI and there is no completed VI exposure pathway. In this case, the Mitigation Decision Matrix directs the investigator to evaluate vadose zone (soil) contamination and preferential pathways as potential contributors to IA contamination, it is established that VI is not contributing to the IA contamination, no further action is necessary for this pathway.

Concentrations of trichloroethene were reported above the Residential VI Exposure Pathway Remediation Standard Criteria in samples IA-1, IA-2 and IA-3 at concentrations that exceeded only Residential Indoor Air Remediation Standards (does not apply to the Site), however they were below the Rapid Action Levels (RAL). Trichloroethene was detected above the Non-Residential and Residential Soil-Gas Screening Levels in the sub-slab soil gas samples. Therefore, long -term monitoring (LTM), without system installation, may be the appropriate mitigative action.

Table 1 presents the analytical results of the indoor air gas samples.

Indoor Air at DPW Garage - Maintenance Area – Storage/Repair Garage :

Indoor Air sampling was not conducted within the DPW *Garage.* **In general, the investigator should not collect IA samples in a building (or portion of a building) where operations use, handle or store the same investigative Contaminant of Concern (COC) (e.g., dry cleaners, active gas service stations, maintenance facilities, various industrial operations). In these situations, it is difficult to determine whether air contaminants present in a building are from operational activities within the facility or from the subsurface (VI).**

"As recommended by the NJDEP Vapor Intrusion Technical Guidance, indoor air samples were not collected at (fill in name/address of specific building) due to operational use, handling or storage of the investigative COC within the building (insert alternative language if appropriate based on site-specific circumstances). Thus, the VI pathway at this building is "indeterminate." Unless otherwise dictated by permit requirements, annual inspections of this building are necessary to identify any change in use. A change in use necessitates the prompt completion of the VI investigation consistent with N.J.A.C. 7:26E-1.15."

Sub-slab Soil Gas Sampling Results:

Benzene was detected in one sub-slab soil gas sample (SSSG-4) located within the DPW garage area at a concentration 2.5 $\mu g/m^3$ which is below the Non-Residential and Residential Soil-Gas Screening Levels.

Concentrations of trichloroethene were reported above the Non-Residential and Residential Soil-Gas Screening Levels (SGSL) in samples SSAS-2, SSSG-3, SSSG-5 and SSSG-6.

Based on the assessment of the results, trichloroethene is found in the sub-slab soil gas (SSSG) samples but below the Non-Residential Indoor Air Remediation Standards in the indoor air (IA) samples. In this case, the Mitigation Decision Matrix indicates that sampling results of SSSG that are greater than the SGSL but at or less than 10 times the Non-Residential SGSL, long-term monitoring (LTM) is recommended. The following details the recommended LTM schedule:

First year LTM:

1. Annual inspection of building
2. Sampling of IA during heating season.

After first year LTM:

1. Annual inspections of building
2. Sampling of IA every five years

Table 2 presents the analytical results of the sub-slab gas samples. **Appendix 2** presents the Indoor Air, Ambient Air and Sub Slab Gas Laboratory Analytical Results, QA/QC Documents and Chain of Custody Forms.

Decision Flow Chart for Vapor Intrusion Pathway

Mitigation Decision Matrix - (Step 4)

		Indoor Air Concentrations (for COCs)	
		<IARS	>IARS
Sub-Slab Soil Gas Concentrations (for COCs)	<SGSL	No Action	No Action* (if no other subsurface source
	>SGSL to 10X SGSL	Monitor**	Mitigate
	>10X SGSL	Monitor / Mitigate	Mitigate

Notes:

* Investigator should consider the potential for vadose zone (soil) contamination and/or preferential pathways as part of the assessment of vapor intrusion before concluding "no further action"

** Refer to Table 6-2

(Excerpts from NJDEP Vapor Intrusion Guidance, dated May 2021- Version 5.0)

4.0 CONCLUSION

The analytical results of the vapor intrusion investigation indicated that all volatile organic compounds were below the most stringent NJDEP regulatory levels. The results of the soil gas and indoor air investigations and the "building walkthrough and survey" were evaluated in accordance with the criteria outlined in the Decision Flow Chart for Vapor Intrusion Pathway and Section 3.1 of the VIG Document.

Based on the investigation results reviewed by CME and according to the NJDEP Vapor Intrusion Guidance, no further vapor intrusion investigation action is required at the Site. Future monitoring/ long-term monitoring (LTM) is recommended as detailed above.

NJDEP Variance:
Since the last update of the Technical Rules (August 6, 2018) and available variances (February 4, 2019), the Department has implemented changes related to the VI pathway that will be reflected in the future regulatory revisions. The following available VI related variances are recognized by the Department and acceptable for use by the investigator:

• 7:26E-1.7(a) – The Department no longer requires notice on a separate form prior to varying from a technical requirement. The Variance Identification form is no longer available. Rather, on each Key Document form (i.e., SI, RI, RA, etc.), complete the section indicating that the particular phase of the remediation includes a variance taken under N.J.A.C. 7:26E-1.7.

• 7:26E-1.15(c)1 – The Department no longer expects a notification (by form or spreadsheet) of future sampling events.

• 7:26E-1.15(g) – The Department no longer utilizes the Heath Department Notification Levels. In addition, the Department no longer requires the submission of indoor and ambient air analytical results to the New Jersey Department of Health, except for samples collected at educational facilities and child care centers as defined in "Standards for Indoor Environment Certification and for Licensure of Indoor Environmental Consultants," N.J.A.C. 8:50-1.3 and pursuant to N.J.A.C. 7:26E-1.15(h).

"Per the Department's direction as noted in the NJDEP Listserv entitled "[SRRA]: Submission of indoor and ambient air analytical results to the New Jersey Department of Health," indoor and ambient air analytical results, including all maps and figures related to the indoor air sampling, and a sample location spreadsheet do not need to be submitted to the New Jersey Department of Health pursuant to N.J.A.C. 7:26E-1.15(h) unless samples are collected at educational facilities or child care centers as defined in "Standards for Indoor Environment Certification and for Licensure of Indoor Environmental Consultants", N.J.A.C. 8:50-1.3."

TABLE 1
INDOOR AIR & AMBIENT AIR SAMPLE ANALYTICAL RESULTS (APRIL 2023)
West Orange DPW - 25 LAKESIDE AVENUE
WEST ORANGE, ESSEX COUNTY, NEW JERSEY

SAMPLE ID:								IA-1				IA-2				IA-3				AA-040123			
LAB ID:								L2317290-01				L2317290-02				L2317290-03				L2317290-04			
COLLECTION DATE:		NJDEP REMEDIATION STANDARDS						4/2/2023				4/2/2023				4/2/2023				4/2/2023			
		VI Exposure Pathway Remediation Std		Indoor Air Remediation Standards		IA Rapid Action Levels																	
SAMPLE MATRIX:								AIR				AIR				AIR				AIR			
		NJ-RIARS	NJ-NRIARS	NJ-RIAS	NJ-NRIAS	NJ-IRRAL	NJ-INRAL																
ANALYTE	CAS	(ug/m3)	(ug/m3)	(ug/m3)	(ug/m3)	(ug/m3)	(ug/m3)	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL
NJ VOLATILE ORGANICS IN AIR																							
1,1,1-Trichloroethane	71-55-6	5200	22000	5200	22000	10000	44000	1.5		1.1	-	1.2		1.1	-	2		1.1	-	ND		1.1	-
1,1,2,2-Tetrachloroethane	79-34-5	-	-	-	-	-	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-
1,1,2-Trichloroethane	79-00-5	-	-	-	-	-	-	ND		1.1	-	ND		1.1	-	ND		1.1	-	ND		1.1	-
1,1-Dichloroethane	75-34-3	-	-	-	-	-	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-
1,1-Dichloroethene	75-35-4	21	88	21	88	42	180	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-
1,2,4-Trichlorobenzene	120-82-1	3.7	8.8	3.7	8.8	4.2	18	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-
1,2,4-Trimethylbenzene	95-63-6	63	260	63	260	130	520	2		0.98	-	2.2		0.98	-	2.3		0.98	-	ND		0.98	-
1,2-Dibromoethane	106-93-4	1.5	1.5	1.5	1.5	1.5	2	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-
1,2-Dichlorobenzene	95-50-1	210	880	210	880	420	1800	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-
1,2-Dichloroethane	107-06-2	7.3	31	7.3	31	15	62	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-
1,2-Dichloropropane	78-87-5	0.92	3.3	0.92	3.3	8.4	36	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-
1,3,5-Trimethylbenzene	108-67-8	-	-	-	-	-	-	ND		0.98	-	ND		0.98	-	ND		0.98	-	ND		0.98	-
1,3-Butadiene	106-99-0	-	-	-	-	-	-	ND		0.44	-	ND		0.44	-	ND		0.44	-	ND		0.44	-
1,3-Dichlorobenzene	541-73-1	-	-	-	-	-	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-
1,4-Dichlorobenzene	106-46-7	830	3500	830	3500	1700	7000	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-
1,4-Dioxane	123-91-1	0.72	2.5	0.72	2.5	56	250	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-
2,2,4-Trimethylpentane	540-84-1	-	-	-	-	-	-	3.6		0.93	-	4.3		0.93	-	4		0.93	-	ND		0.93	-
2-Butanone	78-93-3	5200	22000	5200	22000	10000	44000	2.5		1.5	-	2.7		1.5	-	2.2		1.5	-	ND		1.5	-
2-Chlorotoluene	95-49-8	-	-	-	-	-	-	ND		1	-	ND		1	-	ND		1	-	ND		1	-
3-Chloropropene	107-05-1	-	-	-	-	-	-	ND		0.63	-	ND		0.63	-	ND		0.63	-	ND		0.63	-
4-Ethyltoluene	622-96-8	-	-	-	-	-	-	ND		0.98	-	ND		0.98	-	ND		0.98	-	ND		0.98	-
4-Methyl-2-pentanone	108-10-1	3100	13000	3100	13000	6200	26000	2.1		2	-	2.4		2	-	2.3		2	-	ND		2	-
Acetone	67-64-1	-	-	-	-	-	-	67		2.4	-	95		2.4	-	59		2.4	-	9		2.4	-
Benzene	71-43-2	0.64	1.6	0.64	1.6	36	160	1.9		0.64	-	2.1		0.64	-	1.9		0.64	-	ND		0.64	-
Bromodichloromethane	75-27-4	-	-	-	-	-	-	ND		1.3	-	ND		1.3	-	ND		1.3	-	ND		1.3	-
Bromoform	75-25-2	-	-	-	-	-	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-
Bromomethane	74-83-9	5.2	22	5.2	22	10	44	ND		0.78	-	ND		0.78	-	ND		0.78	-	ND		0.78	-
Carbon disulfide	75-15-0	730	3100	730	3100	1500	6200	ND		0.62	-	ND		0.62	-	ND		0.62	-	ND		0.62	-
Carbon tetrachloride	56-23-5	1.3	2	1.3	2	47	200	ND		1.3	-	ND		1.3	-	ND		1.3	-	ND		1.3	-
Chlorobenzene	108-90-7	52	220	52	220	100	440	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-
Chloroethane	75-00-3	10000	44000	10000	44000	20000	88000	ND		0.53	-	ND		0.53	-	ND		0.53	-	ND		0.53	-
Chloroform	67-66-3	100	430	100	430	200	860	ND		0.98	-	ND		0.98	-	ND		0.98	-	ND		0.98	-
Chloromethane	74-87-3	94	390	94	390	190	780	1.2		0.41	-	1.1		0.41	-	1.1		0.41	-	1.1		0.41	-
cis-1,2-Dichloroethene	156-59-2	-	-	-	-	-	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-
cis-1,3-Dichloropropene	10061-01-5	0.91	3.1	-	-	-	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-
Cyclohexane	110-82-7	6300	26000	6300	26000	13000	52000	1.2		0.69	-	1.4		0.69	-	1.3		0.69	-	ND		0.69	-
Dibromochloromethane	124-48-1	-	-	-	-	-	-	ND		1.7	-	ND		1.7	-	ND		1.7	-	ND		1.7	-
Dichlorodifluoromethane	75-71-8	-	-	-	-	-	-	5.9		0.99	-	5.9		0.99	-	4.9		0.99	-	2.4		0.99	-
Ethanol	64-17-5	-	-	-	-	-	-	140		9.4	-	190		9.4	-	130		9.4	-	ND		9.4	-
Ethylbenzene	100-41-4	1.1	4.9	1.1	4.9	110	490	1.5		0.87	-	1.8		0.87	-	1.6		0.87	-	ND		0.87	-
Freon-113	76-13-1	5200	22000	5200	22000	10000	44000	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-
Freon-114	76-14-2	-	-	-	-	-	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-
Heptane	142-82-5	-	-	-	-	-	-	3.2		0.82	-	3.6		0.82	-	3.2		0.82	-	ND		0.82	-
Hexachlorobutadiene	87-68-3	-	-	-	-	-	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-
Isopropanol	67-63-0	-	-	-	-	-	-	42		1.2	-	37		1.2	-	39		1.2	-	ND		1.2	-
Methyl Methacrylate	80-62-6	-	-	-	-	-	-	ND		2	-	ND		2	-	ND		2	-	ND		2	-
Methyl tert butyl ether	1634-04-4	11	47	11	47	1100	4700	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-
Methylene chloride	75-09-2	280	1200	280	1200	1300	5200	ND		1.7	-	ND		1.7	-	4.5		1.7	-	ND		1.7	-
n-Hexane	110-54-3	730	3100	730	3100	1500	6200	5.3		0.7	-	6.7		0.7	-	5.6		0.7	-	ND		0.7	-
o-Xylene	95-47-6	100	440	100	440	200	880	2		0.87	-	2.3		0.87	-	2		0.87	-	ND		0.87	-
p/m-Xylene	179601-23-	100	440	100	440	200	880	5.2		1.7	-	6.5		1.7	-	5.6		1.7	-	ND		1.7	-
Styrene	100-42-5	1000	4400	1000	4400	2000	8800	ND		0.85	-	ND		0.85	-	ND		0.85	-	ND		0.85	-
Tertiary butyl Alcohol	75-65-0	-	-	-	-	-	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-
Tetrachloroethene	127-18-4	11	47	11	47	84	360	2.2		1.4	-	2.4		1.4	-	2.4		1.4	-	ND		1.4	-
Tetrahydrofuran	109-99-9	-	-	-	-	-	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-
Toluene	108-88-3	5200	22000	5200	22000	10000	44000	8.7		0.75	-	12		0.75	-	8.7		0.75	-	ND		0.75	-
trans-1,2-Dichloroethene	156-60-5	-	-	-	-	-	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-
trans-1,3-Dichloropropene	10061-02-6	0.91	3.1	-	-	-	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-
Trichloroethene	79-01-6	1.1	3	1.1	3	4.2	18	1.8		1.1	-	1.5		1.1	-	1.8		1.1	-	ND		1.1	-
Trichlorofluoromethane	75-69-4	-	-	-	-	-	-	100		1.1	-	90		1.1	-	100		1.1	-	1.3		1.1	-
Vinyl bromide	593-60-2	-	-	-	-	-	-	ND		0.87	-	ND		0.87	-	ND		0.87	-	ND		0.87	-
Vinyl chloride	75-01-4	0.64	2.8	0.64	2.8	64	280	ND		0.51	-	ND		0.51	-	ND		0.51	-	ND		0.51	-
NJ VOLATILE ORGANICS IN AIR-TIC																							
No Tentatively Identified Compounds		-	-	-	-	-	-	-		-	-	-		-	-	-		-	-	ND		0	-
Butane	000106-97-	-	-	-	-	-	-	11.2	NJ	0	-	14.6	NJ	0	-	11.6	NJ	0	-	-		-	-
Unknown		-	-	-	-	-	-	1.27	J	0	-	2.29	J	0	-	1.24	J	0	-	-		-	-
Isobutane	000075-28-	-	-	-	-	-	-	3.97	NJ	0	-	4.61	NJ	0	-	3.83	NJ	0	-	-		-	-
Nonane (C9)	000111-84-	-	-	-	-	-	-	1.06	NJ	0	-	1.11	NJ	0	-	1.16	NJ	0	-	-		-	-
Acetaldehyde	000075-07-	-	-	-	-	-	-	-		-	-	-		-	-	-		-	-	-		-	-
Decane (C10)	000124-18-	-	-	-	-	-	-	1.02	NJ	0	-	1.03	NJ	0	-	1.17	NJ	0	-	-		-	-
Methyl Alcohol	000067-56-	-	-	-	-	-	-	9.36	NJ	0	-	11.9	NJ	0	-	10.4	NJ	0	-	-		-	-
unknown alkane		-	-	-	-	-	-	-		-	-	1.05	J	0	-	1.14	J	0	-	-	-	-	-
unknown alkane		-	-	-	-	-	-	2.57	J	0	-	-		-	-	-		-	-	-		-	-
unknown alkane		-	-	-	-	-	-	1.03	J	0	-	-		-	-	-		-	-	-		-	-
unknown alkane		-	-	-	-	-	-	-		-	-	-		-	-	-		-	-	-		-	-
unknown benzene		-	-	-	-	-	-	-		-	-	-		-	-	-		-	-	-		-	-
Pentane, 2-methyl-	000107-83-	-	-	-	-	-	-	-		-	-	2.62	NJ	0	-	2.36	NJ	0	-	-	-	-	-
Pentane, 3-methyl-	000096-14-	-	-	-	-	-	-	1.18	NJ	0	-	1.28	NJ	0	-	1.25	NJ	0	-	-		-	-
Butane, 2,3-Dimethyl-	000079-29-	-	-	-	-	-	-	-		-	-	1.03	NJ	0	-	-	-	-	-	-	-	-	-
Cyclopentane, Methyl-	000096-37-	-	-	-	-	-	-	-		-	-	1.07	NJ	0	-	-		-	-	-		-	-
Pentane	000109-66-	-	-	-	-	-	-	3.64	NJ	0	-	4.42	NJ	0	-	3.95	NJ	0	-	-		-	-

* Comparison is not performed on parameters with non-numeric criteria.

1.8 Exceeded NJ-RIAS

1.9 Exceeded NJ-NRIAS

NJ-NRIARS: New Jersey 2021 Non-Residential Indoor Air Vapor Intrusion Exposure Pathway Remediation Standards Criteria per Remediation Standards, last amended May 17, 2021.
NJ-RIARS: New Jersey 2021 Residential Indoor Air Vapor Intrusion Exposure Pathway Remediation Standards Criteria per Remediation Standards, last amended May 17, 2021.
NJ-INRAL: New Jersey 2021 Indoor Air Non-Residential Rapid Action Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-IRRAL: New Jersey 2021 Indoor Air Residential Rapid Action Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-NRIAS: New Jersey 2021 Non-Residential Indoor Air Remediation Standards - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-RIAS: New Jersey 2021 Residential Indoor Air Remediation Standards - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-NRSGS: New Jersey 2021 Non-Residential Soil Gas Screening Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-RSGS: New Jersey 2021 Residential Soil Gas Screening Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.

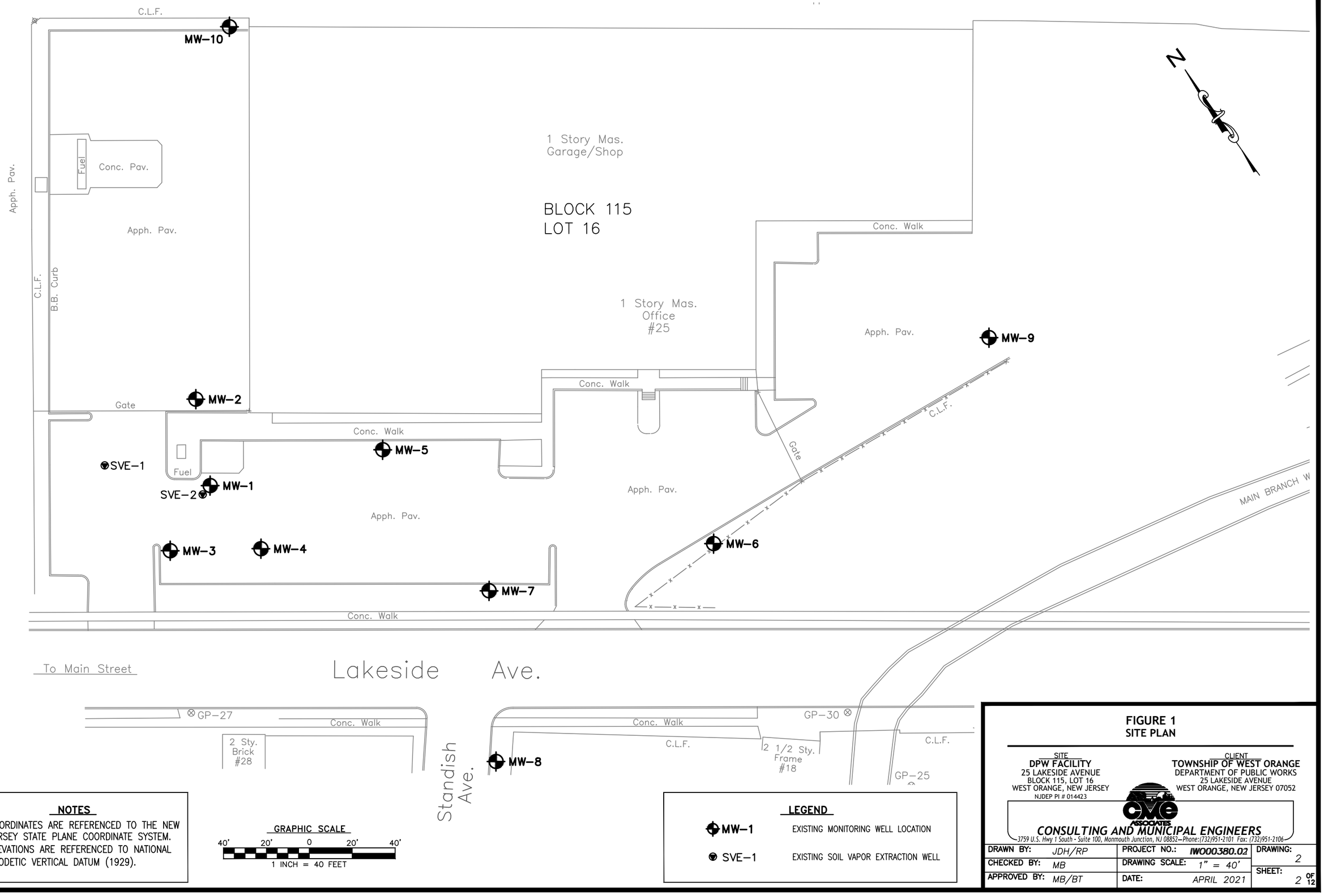
TABLE 2
SUB-SLAB SOIL GAS SAMPLE ANALYTICAL RESULTS (APRIL 2023)
West Orange DPW - 25 LAKESIDE AVENUE
WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP SRP PI# 014423

SAMPLE ID:				SSSG-1				SSSG-2				SSSG-3				SSSG-4				SSSG-5				SSSG-6			
LAB ID:		Soil-Gas		L2317290-06				L2317290-07				L2317290-08				L2317290-05				L2317290-09				L2317290-10			
COLLECTION DATE:		Screening Levels		4/1/2023				4/1/2023				4/1/2023				4/1/2023				4/1/2023				4/1/2023			
SAMPLE MATRIX:				SOIL_VAPOR				SOIL_VAPOR				SOIL_VAPOR				SOIL_VAPOR				SOIL_VAPOR				SOIL_VAPOR			
		NJ-RSGS	NJ-NRSGS																								
ANALYTE	CAS	(ug/m3)	(ug/m3)	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL	Conc	Q	RL	MDL
NJ VOLATILE ORGANICS IN AIR																											
1,1,1-Trichloroethane	71-55-6	260000	1100000	2.8		1.1	-	4.3		1.1	-	5		1.1	-	1.6		1.1	-	5.1		1.1	-	13		1.8	-
1,1,2,2-Tetrachloroethane	79-34-5	-	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		2.3	-
1,1,2-Trichloroethane	79-00-5	-	-	ND		1.1	-	ND		1.1	-	ND		1.1	-	ND		1.1	-	ND		1.1	-	ND		1.8	-
1,1-Dichloroethane	75-34-3	-	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		1.3	-
1,1-Dichloroethene	75-35-4	1000	4400	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		1.3	-
1,2,4-Trichlorobenzene	120-82-1	100	440	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		2.4	-
1,2,4-Trimethylbenzene	95-63-6	3100	13000	ND		0.98	-	ND		0.98	-	ND		0.98	-	4.9		0.98	-	2		0.98	-	ND		1.6	-
1,2-Dibromoethane	106-93-4	15	15	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		2.5	-
1,2-Dichlorobenzene	95-50-1	10000	44000	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		2	-
1,2-Dichloroethane	107-06-2	360	1500	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		0.81	-	ND		1.3	-
1,2-Dichloropropane	78-87-5	38	170	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		1.5	-
1,3,5-Trimethybenzene	108-67-8	-	-	ND		0.98	-	ND		0.98	-	ND		0.98	-	1.8		0.98	-	ND		0.98	-	ND		1.6	-
1,3-Butadiene	106-99-0	-	-	ND		0.44	-	ND		0.44	-	ND		0.44	-	ND		0.44	-	ND		0.44	-	ND		0.73	-
1,3-Dichlorobenzene	541-73-1	-	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		2	-
1,4-Dichlorobenzene	106-46-7	42000	180000	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		1.2	-	ND		2	-
1,4-Dioxane	123-91-1	28	120	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		1.2	-
2,2,4-Trimethylpentane	540-84-1	-	-	ND		0.93	-	ND		0.93	-	ND		0.93	-	6.5		0.93	-	ND		0.93	-	ND		1.5	-
2-Butanone	78-93-3	260000	1100000	1.9		1.5	-	ND		1.5	-	ND		1.5	-	4.1		1.5	-	ND		1.5	-	ND		2.4	-
2-Chlorotoluene	95-49-8	-	-	ND		1	-	ND		1	-	ND		1	-	ND		1	-	ND		1	-	ND		1.7	-
3-Chloropropene	107-05-1	-	-	ND		0.63	-	ND		0.63	-	ND		0.63	-	ND		0.63	-	ND		0.63	-	ND		1	-
4-Ethyltoluene	622-96-8	-	-	ND		0.98	-	ND		0.98	-	ND		0.98	-	1		0.98	-	ND		0.98	-	ND		1.6	-
4-Methyl-2-pentanone	108-10-1	160000	660000	ND		2	-	ND		2	-	ND		2	-	7.4		2	-	3.1		2	-	ND		3.4	-
Acetone	67-64-1	-	-	4		2.4	-	5.2		2.4	-	5.5		2.4	-	40		2.4	-	8.8		2.4	-	13		4	-
Benzene	71-43-2	18	79	ND		0.64	-	ND		0.64	-	ND		0.64	-	2.5		0.64	-	ND		0.64	-	ND		1.1	-
Bromodichloromethane	75-27-4	-	-	ND		1.3	-	2.3		1.3	-	ND		1.3	-	ND		1.3	-	ND		1.3	-	ND		2.2	-
Bromoform	75-25-2	-	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		3.4	-
Bromomethane	74-83-9	260	1100	ND		0.78	-	ND		0.78	-	ND		0.78	-	ND		0.78	-	ND		0.78	-	ND		1.3	-
Carbon disulfide	75-15-0	36000	150000	ND		0.62	-	ND		0.62	-	ND		0.62	-	4.4		0.62	-	ND		0.62	-	ND		1	-
Carbon tetrachloride	56-23-5	23	100	ND		1.3	-	1.3		1.3	-	1.4		1.3	-	ND		1.3	-	2.2		1.3	-	ND		2.1	-
Chlorobenzene	108-90-7	2600	11000	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		0.92	-	ND		1.5	-
Chloroethane	75-00-3	520000	2200000	ND		0.53	-	ND		0.53	-	ND		0.53	-	ND		0.53	-	ND		0.53	-	ND		0.87	-
Chloroform	67-66-3	5100	21000	2.1		0.98	-	1.8		0.98	-	9.3		0.98	-	5.9		0.98	-	6.3		0.98	-	7.3		1.6	-
Chloromethane	74-87-3	4700	20000	ND		0.41	-	ND		0.41	-	ND		0.41	-	0.52		0.41	-	ND		0.41	-	ND		0.68	-
cis-1,2-Dichloroethene	156-59-2	-	-	ND		0.79	-	ND		0.79	-	1.6		0.79	-	4		0.79	-	10		0.79	-	3.5		1.3	-
cis-1,3-Dichloropropene	10061-01-5	-	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		1.5	-
Cyclohexane	110-82-7	310000	1300000	0.69		0.69	-	ND		0.69	-	ND		0.69	-	2.1		0.69	-	ND		0.69	-	ND		1.1	-
Dibromochloromethane	124-48-1	-	-	ND		1.7	-	ND		1.7	-	ND		1.7	-	ND		1.7	-	ND		1.7	-	ND		2.8	-
Dichlorodifluoromethane	75-71-8	-	-	15		0.99	-	2.7		0.99	-	2.9		0.99	-	2.6		0.99	-	2.4		0.99	-	2.5		1.6	-
Ethanol	64-17-5	-	-	ND		9.4	-	ND		9.4	-	23		9.4	-	28		9.4	-	28		9.4	-	19		16	-
Ethylbenzene	100-41-4	56	250	ND		0.87	-	ND		0.87	-	ND		0.87	-	2.4		0.87	-	ND		0.87	-	ND		1.4	-
Freon-113	76-13-1	260000	1100000	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		2.5	-
Freon-114	76-14-2	-	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		1.4	-	ND		2.3	-
Heptane	142-82-5	-	-	ND		0.82	-	ND		0.82	-	ND		0.82	-	3.3		0.82	-	ND		0.82	-	ND		1.4	-
Hexachlorobutadiene	87-68-3	-	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		2.1	-	ND		3.5	-
Isopropanol	67-63-0	-	-	ND		1.2	-	ND		1.2	-	1.6		1.2	-	2.7		1.2	-	ND		1.2	-	ND		2	-
Methyl Methacrylate	80-62-6	-	-	ND		2	-	ND		2	-	ND		2	-	ND		2	-	ND		2	-	ND		3.4	-
Methyl tert butyl ether	1634-04-4	540	2400	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		0.72	-	ND		1.2	-
Methylene chloride	75-09-2	14000	61000	4.9		1.7	-	ND		1.7	-	ND		1.7	-	ND		1.7	-	2.7		1.7	-	ND		2.9	-
n-Hexane	110-54-3	36000	150000	ND		0.7	-	ND		0.7	-	ND		0.7	-	5.6		0.7	-	ND		0.7	-	ND		1.2	-
o-Xylene	95-47-6	5200	22000	ND		0.87	-	ND		0.87	-	ND		0.87	-	4.3		0.87	-	ND		0.87	-	ND		1.4	-
p/m-Xylene	179601-23-1	5200	22000	ND		1.7	-	ND		1.7	-	ND		1.7	-	9.6		1.7	-	ND		1.7	-	ND		2.9	-
Styrene	100-42-5	52000	220000	ND		0.85	-	ND		0.85	-	ND		0.85	-	ND		0.85	-	ND		0.85	-	ND		1.4	-
Tertiary butyl Alcohol	75-65-0	-	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		2.5	-
Tetrachloroethene	127-18-4	540	2400	67		1.4	-	75		1.4	-	270		1.4	-	95		1.4	-	120		1.4	-	180		2.2	-
Tetrahydrofuran	109-99-9	-	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		1.5	-	ND		2.4	-
Toluene	108-88-3	260000	1100000	ND		0.75	-	ND		0.75	-	ND		0.75	-	11		0.75	-	1.5		0.75	-	ND		1.2	-
trans-1,2-Dichloroethene	156-60-5	-	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		0.79	-	ND		1.3	-
trans-1,3-Dichloropropene	10061-02-6	-	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		0.91	-	ND		1.5	-
Trichloroethene	79-01-6	34	150	97		1.1	-	230		1.1	-	280		1.1	-	120		1.1	-	340		1.1	-	510		1.8	-
Trichlorofluoromethane	75-69-4	-	-	26		1.1	-	5.1		1.1	-	62		1.1	-	33		1.1	-	5.6		1.1	-	10		1.9	-
Vinyl bromide	593-60-2	-	-	ND		0.87	-	ND		0.87	-	ND		0.87	-	ND		0.87	-	ND		0.87	-	ND		1.4	-
Vinyl chloride	75-01-4	32	140	ND		0.51	-	ND		0.51	-	ND		0.51	-	ND		0.51	-	ND		0.51	-	ND		0.84	-
NJ VOLATILE ORGANICS IN AIR-TIC																											
No Tentatively Identified Compounds		-	-	-		-	-	-		-	-	ND		0	-	-		-	-	-		-	-	ND		0	-
Butane	000106-97-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10.4	NJ	0	-	-	-	-	-	-	-	-	-
Unknown		-	-	-	-	-	-	-	-	-	-	-	-	-	-	2.34	J	0	-	-	-	-	-	-	-	-	-
Isobutane	000075-28-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.66	NJ	0	-	-	-	-	-	-	-	-	-
Nonane (C9)	000111-84-2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.56	NJ	0	-	-	-	-	-	-	-	-	-
Acetaldehyde	000075-07-0	-	-	-		-	-	1.55	NJ	0	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-
Decane (C10)	000124-18-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.98	NJ	0	-	-	-	-	-	-	-	-	-
Methyl Alcohol	000067-56-1	-	-	2.51	NJ	0	-	-		-	-	-		-	-	4.52	NJ	0	-	4.48	NJ	0	-	-	-	-	-
unknown alkane		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
unknown alkane		-	-	-		-	-	-		-	-	-		-	-	4.82	J	0	-	1.96	J	0	-	-	-	-	-
unknown alkane		-	-	-		-	-	-		-	-	-		-	-	2.38	J	0	-	1.33	J	0	-	-	-	-	-
unknown alkane		-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.55	J	0	-	-	-	-	-	-	-	-	-
unknown benzene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.29	J	0	-	-	-	-	-	-	-	-	-
Pentane, 2-methyl-	000107-83-5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pentane, 3-methyl-	000096-14-0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.83	NJ	0	-	-	-	-	-	-	-	-	-
Butane, 2,3-Dimethyl-	000079-29-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cyclopentane, Methyl-	000096-37-7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.35	NJ	0	-	-	-	-	-	-	-	-	-
Pentane	000109-66-0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.87	NJ	0	-	-	-	-	-	-	-	-	-

* Comparison is not performed on parameters with non-numeric criteria.

1.9

NJ-INRAL: New Jersey 2021 Indoor Air Non-Residential Rapid Action Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-IRRAL: New Jersey 2021 Indoor Air Residential Rapid Action Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-NRIARS: New Jersey 2021 Non-Residential Indoor Air Vapor Intrusion Exposure Pathway Remediation Standards Criteria per Remediation Standards, last amended May 17, 2021.
NJ-NRIAS: New Jersey 2021 Non-Residential Indoor Air Remediation Standards - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
NJ-NRSGS: New Jersey 2021 Non-Residential Soil Gas Screening Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.
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NJ-RSGS: New Jersey 2021 Residential Soil Gas Screening Levels - ug/m3 Criteria per May 2021 Version 5.0 Guidance Document.



NOTES

1) COORDINATES ARE REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM.
2) ELEVATIONS ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (1929).

GRAPHIC SCALE

40' 20' 0 20' 40'

1 INCH = 40 FEET

LEGEND

MW-1	EXISTING MONITORING WELL LOCATION
SVE-1	EXISTING SOIL VAPOR EXTRACTION WELL

FIGURE 1
SITE PLAN

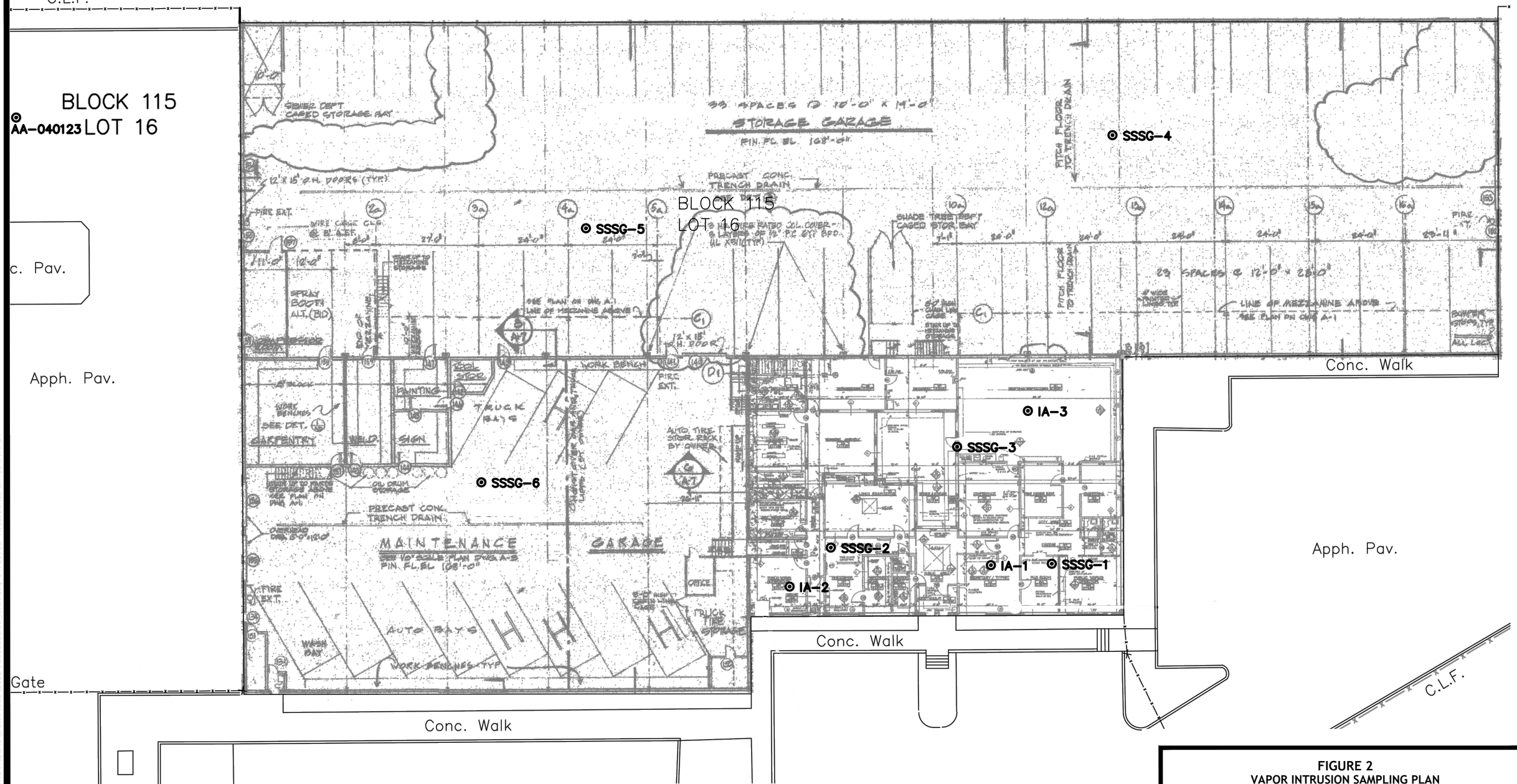
SITE
DPW FACILITY
25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
NJDEP PI # 014423

CLIENT
TOWNSHIP OF WEST ORANGE
DEPARTMENT OF PUBLIC WORKS
25 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY 07052

CME ASSOCIATES
CONSULTING AND MUNICIPAL ENGINEERS
3759 U.S. Hwy 1 South - Suite 100, Monmouth Junction, NJ 08852—Phone:(732)951-2101 Fax: (732)951-2106

DRAWN BY: JDH/RP	PROJECT NO.: IWO00380.02	DRAWING: 2	
CHECKED BY: MB	DRAWING SCALE: 1" = 40'	SHEET: 2 OF 12	
APPROVED BY: MB/BT	DATE: APRIL 2021		

R:\W0380 DPW 25 Lakeside Ave\02\W000380.02_MAIN.dwg 04/06/21 08:42:58AM, LAYOUT: SITE PLAN



NOTES

1) COORDINATES ARE REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM.
2) ELEVATIONS ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM (1929).

GRAPHIC SCALE

25' 12.5' 0 12.5' 25'

1 INCH = 25 FEET

LEGEND

SSSG-1	SUB-SLAB AIR SAMPLE
IA-1	INDOOR AIR SAMPLE
AA-040123	AMBIENT AIR SAMPLE

FIGURE 2
VAPOR INTRUSION SAMPLING PLAN

SITE
DPW FACILITY
25 LAKESIDE AVENUE
BLOCK 115, LOT 16
WEST ORANGE, NEW JERSEY
NJDEP PI # 014423

CLIENT
TOWNSHIP OF WEST ORANGE
DEPARTMENT OF PUBLIC WORKS
25 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY 07052

CME ASSOCIATES
CONSULTING AND MUNICIPAL ENGINEERS
3759 U.S. Hwy 1 South - Suite 100, Monmouth Junction, NJ 08852—Phone:(732)951-2101 Fax: (732)951-2106

DRAWN BY: KB	PROJECT NO.: IWO00380.09	DRAWING: 6	
CHECKED BY: MB	DRAWING SCALE: 1" = 25'		
APPROVED BY: MB/BT	DATE: APRIL 2023	SHEET: 6 OF 6	

P:\00 CME\West Orange\DPW 25 Lakeside Ave\Reports\Notes\CME_Figure\IWO00380.09_MAIN.dwg 04/20/23 11:30:25AM LAYOUT1 VAPOR

Appendix 1

New Jersey Department of Environmental Protection

INDOOR AIR BUILDING SURVEY and SAMPLING FORM

Preparer's name: Eric Snee Date: 4/1/2023

Preparer's affiliation: CME Associates Phone #: (732) 951-2101

Site Name: Department of Public Works Case #: SRP PI No. 014423

Part I - Occupants

Building Address: 25 Lakeside Avenue, West Orange, NJ 07052

Building Block: 115 Lot: 16

Property Contact: Joe Pelose Owner / Renter / other: Superintendent of Public Works

Contact's Phone: home ( )_____ work (973) 325-4153 cell ( )_____

Part II – Building Characteristics

Building type: residential / multi-family residential / (office) / strip mall / commercial / (industrial)

Describe building: masonry bldg. - DPW Offices & Maintenance/Storage Garages

Sensitive population: day care / nursing home / hospital / school / other (specify): _____

Number of floors below grade: 0 (full basement / crawlspace / (slab on grade))

Approx. depth of basement below grade surface: NA ft. Basement size: NA ft^2

Basement floor construction: (concrete) / dirt / floating / stone / other (specify): _____

Foundation walls: poured concrete / (cinder blocks) / stone / other (specify) _____

Basement sump present? *Yes* / (*No*) Sump pump? *Yes / No* Water in sump? *Yes / No*

Trench drains in garages formerly discharged to grit boxes outside bldg.

Are the basement walls or floor sealed with waterproof paint or epoxy coatings? *Yes* / (*No*)

Is there a whole house fan? *Yes / No* Exhaust fans in garages

Type of ground cover outside of building: (grass / concrete / asphalt) / other (specify) _____

Existing subsurface depressurization (radon) system in place? *Yes* / (*No*) *active / passive*

Sub-slab vapor/moisture barrier in place? *Yes / No*

Type of barrier: _____

What Type of Heating System does the building have (past & current)?

Offices - forced air & electric baseboard; Maint. garage - infrared;
Storage garage - not heated (formerly gas-fired units)

Part III – Indoor Contaminant Sources

Identify all potential indoor sources found in the building (including attached garages), the location of the source (floor and room), and whether the item was removed from the building 48 hours prior to indoor air sampling event. Any ventilation implemented after removal of the items should be completed at least 24 hours prior to the commencement of the indoor air sampling event.

Potential Sources	Location(s)	Removed (Yes / No / NA)
Gasoline storage cans	garages	
Gas-powered equipment	garages	
Kerosene storage cans		
Moth balls		
Air fresheners		
Fuel tank (inside building)		NA
Wood stove or fireplace		NA
New furniture / upholstery		
New carpeting / flooring		NA
Hobbies - glues, paints, etc.	garages, office storage space	No
LIST OTHER IMPORTANT SOURCES IDENTIFIED:		
ammonia solution (diazo machine)	offices - utility/storage room	No
motor oils, waste oils	garages	
grease, lubricating agents	garages	
hydraulic, transmission, brake fluids	garages	
welding equipment	garages	

Part IV – Miscellaneous Items

Do any occupants of the building smoke? (*Yes*) / *No* How often? _____

Last time someone smoked in the building? 20+ years hours / *days* *ago*

Does the building have an attached garage directly connected to living space? (*Yes*) / *No* Office/garage sapces directly connected

If so, is a car usually parked in the garage? (*Yes*) / *No* cars, trucks, & heavy equipment

Are gas-powered equipment or cans of gasoline/fuels stored in the garage? (*Yes*) / *No*

Do the occupants of the building have their clothes dry cleaned? *Yes* / *No* Unknown

If yes, how often? weekly / monthly / 3-4 times a year

Do any of the occupants use solvents in work? (*Yes*) / *No*

If yes, what types of solvents are used? vehicle/equipment maintenance (degreasers, cleaners, etc.)

If yes, are their clothes washed at work? *Yes* / (*No*)

Has painting or staining been done in the building in the last 6 months? *Yes* / (*No*)

If yes, when _____ and where? _____

Provide any information that may be pertinent to the sampling event and may assist in the data interpretation process.

Active DPW maintenance/storage garages attached directly to office space

Indoor air sampled in office space only; sub-slab soil-gas sampled in offices and garages

Part V – Sampling Information

Sample Technician: Eric Snee Phone number: (732) 951 - 2101

Company: CME Associates

Sample Source: Indoor Air / Sub-Slab / Near Slab Soil Gas / Exterior Soil Gas

Were "Instructions for Occupants" followed? Yes / No

If not, describe modifications: _____

Sample locations (floor, room):

Sample #	Location	Analytical Method	Sample Volume	Sample Time	Sample Date	Sampler Type	Ambient Temp (°F)

Drawing of Sample Location(s) in Building

Type of field instrument used (include summary of results): _____

Part VI - Meteorological Conditions

Was there significant precipitation within 12 hours prior to (or during) the sampling event? Yes / No

Describe the general weather conditions: 4/1/23 - temps in 50s to 70s, periodic rain, increasing winds evening of 4/1 to morning of 4/2 - thunderstorms, strong winds; 4/2/23 - 40s to 50s, partly cloudy

Appendix 2

ANALYTICAL REPORT

Lab Number:	L2317290
Client:	CME Associates 3759 US Hwy 1 South Suite 100 Monmouth Junction, NJ 08852
ATTN:	Suresh Puppala
Phone:	(732) 951-2101
Project Name:	WEST ORANGE DPW
Project Number:	IN000380.09
Report Date:	04/17/23

The original project report/data package is held by Alpha Analytical. This report/data package is paginated and should be reproduced only in its entirety. Alpha Analytical holds no responsibility for results and/or data that are not consistent with the original.

Certifications & Approvals: MA (M-MA030), NH NELAP (2062), CT (PH-0141), DoD (L2474), FL (E87814), IL (200081), LA (85084), ME (MA00030), MD (350), NJ (MA015), NY (11627), NC (685), OH (CL106), PA (68-02089), RI (LAO00299), TX (T104704419), VT (VT-0015), VA (460194), WA (C954), US Army Corps of Engineers, USDA (Permit #P330-17-00150), USFWS (Permit #206964).

320 Forbes Boulevard, Mansfield, MA 02048-1806
508-822-9300 (Fax) 508-822-3288 800-624-9220 - www.alphalab.com

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Alpha Sample ID	Client ID	Matrix	Sample Location	Collection Date/Time	Receive Date
L2317290-01	IA-1	AIR	Not Specified	04/02/23 12:11	04/03/23
L2317290-02	IA-2	AIR	Not Specified	04/02/23 08:36	04/03/23
L2317290-03	IA-3	AIR	Not Specified	04/02/23 11:58	04/03/23
L2317290-04	AA-040123	AIR	Not Specified	04/02/23 11:36	04/03/23
L2317290-05	SSSG-4	SOIL_VAPOR	Not Specified	04/01/23 16:56	04/03/23
L2317290-06	SSSG-1	SOIL_VAPOR	Not Specified	04/01/23 14:25	04/03/23
L2317290-07	SSSG-2	SOIL_VAPOR	Not Specified	04/01/23 15:09	04/03/23
L2317290-08	SSSG-3	SOIL_VAPOR	Not Specified	04/01/23 13:50	04/03/23
L2317290-09	SSSG-5	SOIL_VAPOR	Not Specified	04/01/23 10:09	04/03/23
L2317290-10	SSSG-6	SOIL_VAPOR	Not Specified	04/01/23 11:46	04/03/23

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

NJ DEP Data of Known Quality Protocols
Conformance/Non-Conformance
Summary Questionnaire

1	For each analytical method referenced in this laboratory report package, were all specified QA/QC performance criteria followed, including the requirement to explain any criteria falling outside of acceptable guidelines, as specified in the NJDEP Data of Known Quality performance standards?	YES
1a	Were the method specified handling, preservation, and holding time requirements met?	YES
1b	EPH Method: Was the EPH Method conducted without significant modifications (see Section 11.3 of respective DKQ methods)?	N/A
2	Were all samples received by the laboratory in a condition consistent with that described on the associated chain-of-custody document(s)?	YES
3	Were all samples received at an appropriate temperature (4 ± 2° C)?	N/A
4	Were all QA/QC performance criteria specified in the NJDEP DKQP standards achieved?	YES
5a	Were reporting limits specified or referenced on the chain-of-custody or communicated to the laboratory prior to sample receipt?	NO
5b	Were these reporting limits met?	N/A
6	For each analytical method referenced in this laboratory report package, were results reported for all constituents identified in the method-specific analyte lists presented in the DKQP documents and/or site-specific QAPP?	YES
7	Are project-specific matrix spikes and/or laboratory duplicates included in this data set?	NO

Note: For all questions to which the response was "No" (with the exception of question #7), additional information must be provided in an attached narrative. If the answer to question #1, #1a or #1b is "No", the data package does not meet the requirements for "Data of Known Quality".

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

Case Narrative

The samples were received in accordance with the Chain of Custody and no significant deviations were encountered during the preparation or analysis unless otherwise noted. Sample Receipt, Container Information, and the Chain of Custody are located at the back of the report.

Results contained within this report relate only to the samples submitted under this Alpha Lab Number and meet NELAP requirements for all NELAP accredited parameters unless otherwise noted in the following narrative. The data presented in this report is organized by parameter (i.e. VOC, SVOC, etc.). Sample specific Quality Control data (i.e. Surrogate Spike Recovery) is reported at the end of the target analyte list for each individual sample, followed by the Laboratory Batch Quality Control at the end of each parameter. Tentatively Identified Compounds (TICs), if requested, are reported for compounds identified to be present and are not part of the method/program Target Compound List, even if only a subset of the TCL are being reported. If a sample was re-analyzed or re-extracted due to a required quality control corrective action and if both sets of data are reported, the Laboratory ID of the re-analysis or re-extraction is designated with an "R" or "RE", respectively.

When multiple Batch Quality Control elements are reported (e.g. more than one LCS), the associated samples for each element are noted in the grey shaded header line of each data table. Any Laboratory Batch, Sample Specific % recovery or RPD value that is outside the listed Acceptance Criteria is bolded in the report. In reference to questions H (CAM) or 4 (RCP) when "NO" is checked, the performance criteria for CAM and RCP methods allow for some quality control failures to occur and still be within method compliance. In these instances, the specific failure is not narrated but noted in the associated QC Outlier Summary Report, located directly after the Case Narrative. QC information is also incorporated in the Data Usability Assessment table (Format 11) of our Data Merger tool, where it can be reviewed in conjunction with the sample result, associated regulatory criteria and any associated data usability implications.

Soil/sediments, solids and tissues are reported on a dry weight basis unless otherwise noted. Definitions of all data qualifiers and acronyms used in this report are provided in the Glossary located at the back of the report.

HOLD POLICY - For samples submitted on hold, Alpha's policy is to hold samples (with the exception of Air canisters) free of charge for 21 calendar days from the date the project is completed. After 21 calendar days, we will dispose of all samples submitted including those put on hold unless you have contacted your Alpha Project Manager and made arrangements for Alpha to continue to hold the samples. Air canisters will be disposed after 3 business days from the date the project is completed.

Please contact Project Management at 800-624-9220 with any questions.

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

Case Narrative (continued)

NJDEP Volatile Organics in Air

Canisters were released from the laboratory on March 31, 2023. The canister certification results are provided as an addendum.

Any Manual integrations that were performed on the sample(s), as well as on the associated quality control samples, are noted on the individual quantitation reports. A listing of all manual integrations performed and the integration code definitions are provided in the manual integration documentation section of the data package.

Please note: Dilution analysis due to exceedance of the calibration range is not required for Ethanol or Isopropyl Alcohol.

GC column and trap information utilized for the analysis of this sample delivery group is detailed below:
Column Type: Restek RTX-1
Column Length: 60 Meters
Internal diameter: 0.52 mm
Film thickness: 1.00 um
Trap 1: Entech Cold Trap - no packing material
Trap 2: Entech Tenax - 20 cm packing material

Gaseous calibration standards were utilized for system calibration and quality control standards associated with this sample delivery group. These standards were purchased from Linde (formerly Spectra Gases).

Laboratory standard procedure for QC (i.e. method blanks, LCS) and sample analysis is to withdraw a 250 mL aliquot from the canister as the "1X" analysis. For some calibration levels and samples, subsequent dilutions will be performed as needed by decreasing aliquot volumes via the instrumentation, or by performing a dilution using a second canister. Make-up air is not routinely added to canisters prior to sample analysis.

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

Case Narrative (continued)

DKQP Related Narratives

L2317290-10D: The sample has elevated detection limits due to the dilution required by the elevated concentrations of target compounds in the sample.

I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete. This certificate of analysis is not complete unless this page accompanies any and all pages of this report.

Authorized Signature: Christopher J. Anderson

Title: Technical Director/Representative Date: 04/17/23

AIR

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-01
Client ID: IA-1
Sample Location:

Date Collected: 04/02/23 12:11
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 04/15/23 17:34
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	1.2	0.20	--	5.9	0.99	--		1
Chloromethane	0.59	0.20	--	1.2	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	76	5.0	--	140	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	28	1.0	--	67	2.4	--		1
Trichlorofluoromethane	18	0.20	--	100	1.1	--		1
Isopropanol	17	0.50	--	42	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	0.84	0.50	--	2.5	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-01
Client ID: IA-1
Sample Location:

Date Collected: 04/02/23 12:11
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	ND	0.20	--	ND	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	1.5	0.20	--	5.3	0.70	--		1
1,1,1-Trichloroethane	0.28	0.20	--	1.5	1.1	--		1
Benzene	0.58	0.20	--	1.9	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	0.36	0.20	--	1.2	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	0.34	0.20	--	1.8	1.1	--		1
2,2,4-Trimethylpentane	0.78	0.20	--	3.6	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	0.77	0.20	--	3.2	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	0.51	0.50	--	2.1	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	2.3	0.20	--	8.7	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	0.33	0.20	--	2.2	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	0.35	0.20	--	1.5	0.87	--		1
p/m-Xylene	1.2	0.40	--	5.2	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-01
Client ID: IA-1
Sample Location:
Sample Depth:

Date Collected: 04/02/23 12:11
Date Received: 04/03/23
Field Prep: Not Specified

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	0.45	0.20	--	2.0	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	0.41	0.20	--	2.0	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
unknown alkane	2.57	J	ppbV		1
Pentane, 3-methyl-	1.18	NJ	ppbV		1
Decane (C10)	1.02	NJ	ppbV		1
Butane	11.2	NJ	ppbV		1
Methyl Alcohol	9.36	NJ	ppbV		1
Pentane	3.64	NJ	ppbV		1
Unknown	1.27	J	ppbV		1
unknown alkane	1.03	J	ppbV		1
Nonane (C9)	1.06	NJ	ppbV		1
Isobutane	3.97	NJ	ppbV		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-01
Client ID: IA-1
Sample Location:
Sample Depth:

Date Collected: 04/02/23 12:11
Date Received: 04/03/23
Field Prep: Not Specified

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	86		60-140
Bromochloromethane	88		60-140
chlorobenzene-d5	82		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-02
Client ID: IA-2
Sample Location:

Date Collected: 04/02/23 08:36
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 04/15/23 18:13
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	1.2	0.20	--	5.9	0.99	--		1
Chloromethane	0.54	0.20	--	1.1	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	100	5.0	--	190	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	40	1.0	--	95	2.4	--		1
Trichlorofluoromethane	16	0.20	--	90	1.1	--		1
Isopropanol	15	0.50	--	37	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	0.93	0.50	--	2.7	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-02
Client ID: IA-2
Sample Location:

Date Collected: 04/02/23 08:36
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	ND	0.20	--	ND	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	1.9	0.20	--	6.7	0.70	--		1
1,1,1-Trichloroethane	0.22	0.20	--	1.2	1.1	--		1
Benzene	0.65	0.20	--	2.1	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	0.42	0.20	--	1.4	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	0.27	0.20	--	1.5	1.1	--		1
2,2,4-Trimethylpentane	0.91	0.20	--	4.3	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	0.89	0.20	--	3.6	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	0.59	0.50	--	2.4	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	3.1	0.20	--	12	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	0.35	0.20	--	2.4	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	0.42	0.20	--	1.8	0.87	--		1
p/m-Xylene	1.5	0.40	--	6.5	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-02
Client ID: IA-2
Sample Location:
Sample Depth:

Date Collected: 04/02/23 08:36
Date Received: 04/03/23
Field Prep: Not Specified

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	0.53	0.20	--	2.3	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	0.44	0.20	--	2.2	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
Butane, 2,3-Dimethyl-	1.03	NJ	ppbV		1
Decane (C10)	1.03	NJ	ppbV		1
Unknown	2.29	J	ppbV		1
Methyl Alcohol	11.9	NJ	ppbV		1
Cyclopentane, Methyl-	1.07	NJ	ppbV		1
Isobutane	4.61	NJ	ppbV		1
Butane	14.6	NJ	ppbV		1
Nonane (C9)	1.11	NJ	ppbV		1
unknown alkane	1.05	J	ppbV		1
Pentane, 3-methyl-	1.28	NJ	ppbV		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-02
Client ID: IA-2
Sample Location:
Sample Depth:

Date Collected: 04/02/23 08:36
Date Received: 04/03/23
Field Prep: Not Specified

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
Pentane	4.42	NJ	ppbV		1
Pentane, 2-methyl-	2.62	NJ	ppbV		1

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	91		60-140
Bromochloromethane	93		60-140
chlorobenzene-d5	89		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-03
Client ID: IA-3
Sample Location:

Date Collected: 04/02/23 11:58
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 04/15/23 18:53
Analyst: RAY

	ppbV			ug/m3				
Parameter	Results	RL	MDL	Results	RL	MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	1.0	0.20	--	4.9	0.99	--		1
Chloromethane	0.54	0.20	--	1.1	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	70	5.0	--	130	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	25	1.0	--	59	2.4	--		1
Trichlorofluoromethane	18	0.20	--	100	1.1	--		1
Isopropanol	16	0.50	--	39	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	1.3	0.50	--	4.5	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	0.73	0.50	--	2.2	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-03
Client ID: IA-3
Sample Location:

Date Collected: 04/02/23 11:58
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	ND	0.20	--	ND	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	1.6	0.20	--	5.6	0.70	--		1
1,1,1-Trichloroethane	0.37	0.20	--	2.0	1.1	--		1
Benzene	0.61	0.20	--	1.9	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	0.39	0.20	--	1.3	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	0.34	0.20	--	1.8	1.1	--		1
2,2,4-Trimethylpentane	0.86	0.20	--	4.0	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	0.77	0.20	--	3.2	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	0.55	0.50	--	2.3	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	2.3	0.20	--	8.7	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	0.36	0.20	--	2.4	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	0.36	0.20	--	1.6	0.87	--		1
p/m-Xylene	1.3	0.40	--	5.6	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-03
Client ID: IA-3
Sample Location:
Sample Depth:

Date Collected: 04/02/23 11:58
Date Received: 04/03/23
Field Prep: Not Specified

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	0.47	0.20	--	2.0	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	0.46	0.20	--	2.3	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
Isobutane	3.83	NJ	ppbV		1
Decane (C10)	1.17	NJ	ppbV		1
Nonane (C9)	1.16	NJ	ppbV		1
Methyl Alcohol	10.4	NJ	ppbV		1
Pentane, 3-methyl-	1.25	NJ	ppbV		1
Butane	11.6	NJ	ppbV		1
unknown alkane	1.14	J	ppbV		1
Pentane	3.95	NJ	ppbV		1
Unknown	1.24	J	ppbV		1
Pentane, 2-methyl-	2.36	NJ	ppbV		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-03
Client ID: IA-3
Sample Location:
Sample Depth:

Date Collected: 04/02/23 11:58
Date Received: 04/03/23
Field Prep: Not Specified

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	92		60-140
Bromochloromethane	91		60-140
chlorobenzene-d5	87		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-04
Client ID: AA-040123
Sample Location:

Date Collected: 04/02/23 11:36
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 04/15/23 16:47
Analyst: RAY

	ppbV			ug/m3				
Parameter	Results	RL	MDL	Results	RL	MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.49	0.20	--	2.4	0.99	--		1
Chloromethane	0.54	0.20	--	1.1	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	ND	5.0	--	ND	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	3.8	1.0	--	9.0	2.4	--		1
Trichlorofluoromethane	0.24	0.20	--	1.3	1.1	--		1
Isopropanol	ND	0.50	--	ND	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	ND	0.50	--	ND	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-04
Client ID: AA-040123
Sample Location:

Date Collected: 04/02/23 11:36
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	ND	0.20	--	ND	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	ND	0.20	--	ND	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	ND	0.20	--	ND	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	ND	0.50	--	ND	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	ND	0.20	--	ND	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	ND	0.20	--	ND	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-04
Client ID: AA-040123
Sample Location:
Sample Depth:

Date Collected: 04/02/23 11:36
Date Received: 04/03/23
Field Prep: Not Specified

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	ND	0.20	--	ND	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	88		60-140
Bromochloromethane	91		60-140
chlorobenzene-d5	85		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-05
Client ID: SSSG-4
Sample Location:

Date Collected: 04/01/23 16:56
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/15/23 23:36
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.53	0.20	--	2.6	0.99	--		1
Chloromethane	0.25	0.20	--	0.52	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	15	5.0	--	28	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	17	1.0	--	40	2.4	--		1
Trichlorofluoromethane	5.9	0.20	--	33	1.1	--		1
Isopropanol	1.1	0.50	--	2.7	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	1.4	0.20	--	4.4	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	1.4	0.50	--	4.1	1.5	--		1
cis-1,2-Dichloroethene	1.0	0.20	--	4.0	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-05
Client ID: SSSG-4
Sample Location:

Date Collected: 04/01/23 16:56
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	1.2	0.20	--	5.9	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	1.6	0.20	--	5.6	0.70	--		1
1,1,1-Trichloroethane	0.29	0.20	--	1.6	1.1	--		1
Benzene	0.77	0.20	--	2.5	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	0.62	0.20	--	2.1	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	23	0.20	--	120	1.1	--		1
2,2,4-Trimethylpentane	1.4	0.20	--	6.5	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	0.81	0.20	--	3.3	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	1.8	0.50	--	7.4	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	2.9	0.20	--	11	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	14	0.20	--	95	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	0.56	0.20	--	2.4	0.87	--		1
p/m-Xylene	2.2	0.40	--	9.6	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-05
Client ID: SSSG-4
Sample Location:

Date Collected: 04/01/23 16:56
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	1.0	0.20	--	4.3	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	0.21	0.20	--	1.0	0.98	--		1
1,3,5-Trimethybenzene	0.37	0.20	--	1.8	0.98	--		1
1,2,4-Trimethylbenzene	1.0	0.20	--	4.9	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
unknown benzene	1.29	J	ppbV		1
Pentane, 3-methyl-	1.83	NJ	ppbV		1
Butane	10.4	NJ	ppbV		1
Decane (C10)	1.98	NJ	ppbV		1
unknown alkane	2.38	J	ppbV		1
unknown alkane	4.82	J	ppbV		1
unknown alkane	1.55	J	ppbV		1
Nonane (C9)	1.56	NJ	ppbV		1
Unknown	2.34	J	ppbV		1
Cyclopentane, Methyl-	1.35	NJ	ppbV		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-05
Client ID: SSSG-4
Sample Location:

Date Collected: 04/01/23 16:56
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
Pentane	3.87	NJ	ppbV		1
Methyl Alcohol	4.52	NJ	ppbV		1
Isobutane	3.66	NJ	ppbV		1

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	93		60-140
Bromochloromethane	92		60-140
chlorobenzene-d5	89		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-06
Client ID: SSSG-1
Sample Location:

Date Collected: 04/01/23 14:25
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/16/23 00:16
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	3.0	0.20	--	15	0.99	--		1
Chloromethane	ND	0.20	--	ND	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	ND	5.0	--	ND	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	1.7	1.0	--	4.0	2.4	--		1
Trichlorofluoromethane	4.6	0.20	--	26	1.1	--		1
Isopropanol	ND	0.50	--	ND	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	1.4	0.50	--	4.9	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	0.65	0.50	--	1.9	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-06
Client ID: SSSG-1
Sample Location:

Date Collected: 04/01/23 14:25
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	0.43	0.20	--	2.1	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	0.52	0.20	--	2.8	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	0.20	0.20	--	0.69	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	18	0.20	--	97	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	ND	0.50	--	ND	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	ND	0.20	--	ND	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	9.9	0.20	--	67	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-06
Client ID: SSSG-1
Sample Location:

Date Collected: 04/01/23 14:25
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	ND	0.20	--	ND	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					
Methyl Alcohol	2.51	NJ	ppbV		1

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	99		60-140
Bromochloromethane	97		60-140
chlorobenzene-d5	92		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-07
Client ID: SSSG-2
Sample Location:

Date Collected: 04/01/23 15:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/16/23 00:56
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.55	0.20	--	2.7	0.99	--		1
Chloromethane	ND	0.20	--	ND	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	ND	5.0	--	ND	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	2.2	1.0	--	5.2	2.4	--		1
Trichlorofluoromethane	0.91	0.20	--	5.1	1.1	--		1
Isopropanol	ND	0.50	--	ND	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	ND	0.50	--	ND	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-07
Client ID: SSSG-2
Sample Location:

Date Collected: 04/01/23 15:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	0.37	0.20	--	1.8	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	0.78	0.20	--	4.3	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	0.20	0.20	--	1.3	1.3	--		1
Cyclohexane	ND	0.20	--	ND	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	0.34	0.20	--	2.3	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	42	0.20	--	230	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	ND	0.50	--	ND	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	ND	0.20	--	ND	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	11	0.20	--	75	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-07
Client ID: SSSG-2
Sample Location:

Date Collected: 04/01/23 15:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	ND	0.20	--	ND	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					
Acetaldehyde	1.55	NJ	ppbV		1

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	95		60-140
Bromochloromethane	94		60-140
chlorobenzene-d5	90		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-08
Client ID: SSSG-3
Sample Location:

Date Collected: 04/01/23 13:50
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/16/23 01:37
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.59	0.20	--	2.9	0.99	--		1
Chloromethane	ND	0.20	--	ND	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	12	5.0	--	23	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	2.3	1.0	--	5.5	2.4	--		1
Trichlorofluoromethane	11	0.20	--	62	1.1	--		1
Isopropanol	0.67	0.50	--	1.6	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	ND	0.50	--	ND	1.5	--		1
cis-1,2-Dichloroethene	0.41	0.20	--	1.6	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-08
Client ID: SSSG-3
Sample Location:

Date Collected: 04/01/23 13:50
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	1.9	0.20	--	9.3	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	0.91	0.20	--	5.0	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	0.23	0.20	--	1.4	1.3	--		1
Cyclohexane	ND	0.20	--	ND	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	53	0.20	--	280	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	ND	0.50	--	ND	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	ND	0.20	--	ND	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	40	0.20	--	270	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-08
Client ID: SSSG-3
Sample Location:

Date Collected: 04/01/23 13:50
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	ND	0.20	--	ND	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	**Qualifier**	**Units**	**RDL**	**Dilution Factor**
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Internal Standard	**% Recovery**	**Qualifier**	**Acceptance Criteria**
1,4-Difluorobenzene	92		60-140
Bromochloromethane	92		60-140
chlorobenzene-d5	89		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-09
Client ID: SSSG-5
Sample Location:

Date Collected: 04/01/23 10:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/16/23 02:59
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.49	0.20	--	2.4	0.99	--		1
Chloromethane	ND	0.20	--	ND	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	15	5.0	--	28	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	3.7	1.0	--	8.8	2.4	--		1
Trichlorofluoromethane	0.99	0.20	--	5.6	1.1	--		1
Isopropanol	ND	0.50	--	ND	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	0.78	0.50	--	2.7	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	ND	0.50	--	ND	1.5	--		1
cis-1,2-Dichloroethene	2.6	0.20	--	10	0.79	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-09
Client ID: SSSG-5
Sample Location:

Date Collected: 04/01/23 10:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	1.3	0.20	--	6.3	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	0.94	0.20	--	5.1	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	0.35	0.20	--	2.2	1.3	--		1
Cyclohexane	ND	0.20	--	ND	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	64	0.20	--	340	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	0.75	0.50	--	3.1	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	0.39	0.20	--	1.5	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	17	0.20	--	120	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-09
Client ID: SSSG-5
Sample Location:

Date Collected: 04/01/23 10:09
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.20	--	ND	2.1	--		1
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	0.40	0.20	--	2.0	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					
Methyl Alcohol	4.48	NJ	ppbV		1
unknown alkane	1.96	J	ppbV		1
unknown alkane	1.33	J	ppbV		1

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	95		60-140
Bromochloromethane	95		60-140
chlorobenzene-d5	91		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-10 D
Client ID: SSSG-6
Sample Location:

Date Collected: 04/01/23 11:46
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:
Matrix: Soil_Vapor
Anaytical Method: 48,TO-15
Analytical Date: 04/16/23 03:40
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
NJ Volatile Organics in Air - Mansfield Lab								
Dichlorodifluoromethane	0.51	0.33	--	2.5	1.6	--		1.667
Chloromethane	ND	0.33	--	ND	0.68	--		1.667
Freon-114	ND	0.33	--	ND	2.3	--		1.667
Vinyl chloride	ND	0.33	--	ND	0.84	--		1.667
1,3-Butadiene	ND	0.33	--	ND	0.73	--		1.667
Bromomethane	ND	0.33	--	ND	1.3	--		1.667
Chloroethane	ND	0.33	--	ND	0.87	--		1.667
Ethanol	10	8.3	--	19	16	--		1.667
Vinyl bromide	ND	0.33	--	ND	1.4	--		1.667
Acetone	5.6	1.7	--	13	4.0	--		1.667
Trichlorofluoromethane	1.8	0.33	--	10	1.9	--		1.667
Isopropanol	ND	0.83	--	ND	2.0	--		1.667
1,1-Dichloroethene	ND	0.33	--	ND	1.3	--		1.667
Tertiary butyl Alcohol	ND	0.83	--	ND	2.5	--		1.667
Methylene chloride	ND	0.83	--	ND	2.9	--		1.667
3-Chloropropene	ND	0.33	--	ND	1.0	--		1.667
Carbon disulfide	ND	0.33	--	ND	1.0	--		1.667
Freon-113	ND	0.33	--	ND	2.5	--		1.667
trans-1,2-Dichloroethene	ND	0.33	--	ND	1.3	--		1.667
1,1-Dichloroethane	ND	0.33	--	ND	1.3	--		1.667
Methyl tert butyl ether	ND	0.33	--	ND	1.2	--		1.667
2-Butanone	ND	0.83	--	ND	2.4	--		1.667
cis-1,2-Dichloroethene	0.88	0.33	--	3.5	1.3	--		1.667

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-10 D
Client ID: SSSG-6
Sample Location:

Date Collected: 04/01/23 11:46
Date Received: 04/03/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Chloroform	1.5	0.33	--	7.3	1.6	--		1.667
Tetrahydrofuran	ND	0.83	--	ND	2.4	--		1.667
1,2-Dichloroethane	ND	0.33	--	ND	1.3	--		1.667
n-Hexane	ND	0.33	--	ND	1.2	--		1.667
1,1,1-Trichloroethane	2.3	0.33	--	13	1.8	--		1.667
Benzene	ND	0.33	--	ND	1.1	--		1.667
Carbon tetrachloride	ND	0.33	--	ND	2.1	--		1.667
Cyclohexane	ND	0.33	--	ND	1.1	--		1.667
1,2-Dichloropropane	ND	0.33	--	ND	1.5	--		1.667
Bromodichloromethane	ND	0.33	--	ND	2.2	--		1.667
1,4-Dioxane	ND	0.33	--	ND	1.2	--		1.667
Trichloroethene	94	0.33	--	510	1.8	--		1.667
2,2,4-Trimethylpentane	ND	0.33	--	ND	1.5	--		1.667
Methyl Methacrylate	ND	0.83	--	ND	3.4	--		1.667
Heptane	ND	0.33	--	ND	1.4	--		1.667
cis-1,3-Dichloropropene	ND	0.33	--	ND	1.5	--		1.667
4-Methyl-2-pentanone	ND	0.83	--	ND	3.4	--		1.667
trans-1,3-Dichloropropene	ND	0.33	--	ND	1.5	--		1.667
1,1,2-Trichloroethane	ND	0.33	--	ND	1.8	--		1.667
Toluene	ND	0.33	--	ND	1.2	--		1.667
Dibromochloromethane	ND	0.33	--	ND	2.8	--		1.667
1,2-Dibromoethane	ND	0.33	--	ND	2.5	--		1.667
Tetrachloroethene	26	0.33	--	180	2.2	--		1.667
Chlorobenzene	ND	0.33	--	ND	1.5	--		1.667
Ethylbenzene	ND	0.33	--	ND	1.4	--		1.667
p/m-Xylene	ND	0.67	--	ND	2.9	--		1.667

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

SAMPLE RESULTS

Lab ID: L2317290-10 D
Client ID: SSSG-6
Sample Location:
Sample Depth:

Date Collected: 04/01/23 11:46
Date Received: 04/03/23
Field Prep: Not Specified

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab								
Bromoform	ND	0.33	--	ND	3.4	--		1.667
Styrene	ND	0.33	--	ND	1.4	--		1.667
1,1,2,2-Tetrachloroethane	ND	0.33	--	ND	2.3	--		1.667
o-Xylene	ND	0.33	--	ND	1.4	--		1.667
2-Chlorotoluene	ND	0.33	--	ND	1.7	--		1.667
4-Ethyltoluene	ND	0.33	--	ND	1.6	--		1.667
1,3,5-Trimethybenzene	ND	0.33	--	ND	1.6	--		1.667
1,2,4-Trimethylbenzene	ND	0.33	--	ND	1.6	--		1.667
1,3-Dichlorobenzene	ND	0.33	--	ND	2.0	--		1.667
1,4-Dichlorobenzene	ND	0.33	--	ND	2.0	--		1.667
1,2-Dichlorobenzene	ND	0.33	--	ND	2.0	--		1.667
1,2,4-Trichlorobenzene	ND	0.33	--	ND	2.4	--		1.667
Hexachlorobutadiene	ND	0.33	--	ND	3.5	--		1.667

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	94		60-140
Bromochloromethane	93		60-140
chlorobenzene-d5	89		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 48,TO-15
Analytical Date: 04/15/23 14:50

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab for sample(s): 01-10 Batch: WG1767198-4								
Dichlorodifluoromethane	ND	0.20	--	ND	0.99	--		1
Chloromethane	ND	0.20	--	ND	0.41	--		1
Freon-114	ND	0.20	--	ND	1.4	--		1
Vinyl chloride	ND	0.20	--	ND	0.51	--		1
1,3-Butadiene	ND	0.20	--	ND	0.44	--		1
Bromomethane	ND	0.20	--	ND	0.78	--		1
Chloroethane	ND	0.20	--	ND	0.53	--		1
Ethanol	ND	5.0	--	ND	9.4	--		1
Vinyl bromide	ND	0.20	--	ND	0.87	--		1
Acetone	ND	1.0	--	ND	2.4	--		1
Trichlorofluoromethane	ND	0.20	--	ND	1.1	--		1
Isopropanol	ND	0.50	--	ND	1.2	--		1
1,1-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Tertiary butyl Alcohol	ND	0.50	--	ND	1.5	--		1
Methylene chloride	ND	0.50	--	ND	1.7	--		1
3-Chloropropene	ND	0.20	--	ND	0.63	--		1
Carbon disulfide	ND	0.20	--	ND	0.62	--		1
Freon-113	ND	0.20	--	ND	1.5	--		1
trans-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
1,1-Dichloroethane	ND	0.20	--	ND	0.81	--		1
Methyl tert butyl ether	ND	0.20	--	ND	0.72	--		1
2-Butanone	ND	0.50	--	ND	1.5	--		1
cis-1,2-Dichloroethene	ND	0.20	--	ND	0.79	--		1
Chloroform	ND	0.20	--	ND	0.98	--		1
Tetrahydrofuran	ND	0.50	--	ND	1.5	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 48,TO-15
Analytical Date: 04/15/23 14:50

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab for sample(s): 01-10 Batch: WG1767198-4								
1,2-Dichloroethane	ND	0.20	--	ND	0.81	--		1
n-Hexane	ND	0.20	--	ND	0.70	--		1
1,1,1-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Benzene	ND	0.20	--	ND	0.64	--		1
Carbon tetrachloride	ND	0.20	--	ND	1.3	--		1
Cyclohexane	ND	0.20	--	ND	0.69	--		1
1,2-Dichloropropane	ND	0.20	--	ND	0.92	--		1
Bromodichloromethane	ND	0.20	--	ND	1.3	--		1
1,4-Dioxane	ND	0.20	--	ND	0.72	--		1
Trichloroethene	ND	0.20	--	ND	1.1	--		1
2,2,4-Trimethylpentane	ND	0.20	--	ND	0.93	--		1
Methyl Methacrylate	ND	0.50	--	ND	2.0	--		1
Heptane	ND	0.20	--	ND	0.82	--		1
cis-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
4-Methyl-2-pentanone	ND	0.50	--	ND	2.0	--		1
trans-1,3-Dichloropropene	ND	0.20	--	ND	0.91	--		1
1,1,2-Trichloroethane	ND	0.20	--	ND	1.1	--		1
Toluene	ND	0.20	--	ND	0.75	--		1
Dibromochloromethane	ND	0.20	--	ND	1.7	--		1
1,2-Dibromoethane	ND	0.20	--	ND	1.5	--		1
Tetrachloroethene	ND	0.20	--	ND	1.4	--		1
Chlorobenzene	ND	0.20	--	ND	0.92	--		1
Ethylbenzene	ND	0.20	--	ND	0.87	--		1
p/m-Xylene	ND	0.40	--	ND	1.7	--		1
Bromoform	ND	0.20	--	ND	2.1	--		1

Project Name: WEST ORANGE DPW
Project Number: IN000380.09
Lab Number: L2317290
Report Date: 04/17/23

Method Blank Analysis
Batch Quality Control

Analytical Method: 48,TO-15
Analytical Date: 04/15/23 14:50

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
NJ Volatile Organics in Air - Mansfield Lab for sample(s): 01-10 Batch: WG1767198-4								
Styrene	ND	0.20	--	ND	0.85	--		1
1,1,2,2-Tetrachloroethane	ND	0.20	--	ND	1.4	--		1
o-Xylene	ND	0.20	--	ND	0.87	--		1
2-Chlorotoluene	ND	0.20	--	ND	1.0	--		1
4-Ethyltoluene	ND	0.20	--	ND	0.98	--		1
1,3,5-Trimethybenzene	ND	0.20	--	ND	0.98	--		1
1,2,4-Trimethylbenzene	ND	0.20	--	ND	0.98	--		1
1,3-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,4-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2-Dichlorobenzene	ND	0.20	--	ND	1.2	--		1
1,2,4-Trichlorobenzene	ND	0.20	--	ND	1.5	--		1
Hexachlorobutadiene	ND	0.20	--	ND	2.1	--		1

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Lab Control Sample Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 Batch: WG1767198-3								
Dichlorodifluoromethane	100		-		40-160	-		
Chloromethane	89		-		70-130	-		
Freon-114	92		-		70-130	-		
Vinyl chloride	83		-		70-130	-		
1,3-Butadiene	82		-		70-130	-		
Bromomethane	89		-		70-130	-		
Chloroethane	82		-		70-130	-		
Ethanol	74		-		40-160	-		
Vinyl bromide	78		-		70-130	-		
Acetone	100		-		40-160	-		
Trichlorofluoromethane	97		-		70-130	-		
Isopropanol	92		-		40-160	-		
1,1-Dichloroethene	94		-		70-130	-		
Tertiary butyl Alcohol	95		-		70-130	-		
Methylene chloride	94		-		70-130	-		
3-Chloropropene	93		-		70-130	-		
Carbon disulfide	84		-		70-130	-		
Freon-113	96		-		70-130	-		
trans-1,2-Dichloroethene	86		-		70-130	-		
1,1-Dichloroethane	91		-		70-130	-		
Methyl tert butyl ether	93		-		70-130	-		
2-Butanone	98		-		70-130	-		
cis-1,2-Dichloroethene	92		-		70-130	-		

Lab Control Sample Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 Batch: WG1767198-3								
Chloroform	100		-		70-130	-		
Tetrahydrofuran	91		-		70-130	-		
1,2-Dichloroethane	100		-		70-130	-		
n-Hexane	91		-		70-130	-		
1,1,1-Trichloroethane	110		-		70-130	-		
Benzene	92		-		70-130	-		
Carbon tetrachloride	110		-		70-130	-		
Cyclohexane	90		-		70-130	-		
1,2-Dichloropropane	100		-		70-130	-		
Bromodichloromethane	110		-		70-130	-		
1,4-Dioxane	110		-		40-160	-		
Trichloroethene	97		-		70-130	-		
2,2,4-Trimethylpentane	94		-		70-130	-		
Methyl Methacrylate	120		-		40-160	-		
Heptane	100		-		70-130	-		
cis-1,3-Dichloropropene	110		-		70-130	-		
4-Methyl-2-pentanone	110		-		70-130	-		
trans-1,3-Dichloropropene	97		-		70-130	-		
1,1,2-Trichloroethane	100		-		70-130	-		
Toluene	79		-		70-130	-		
Dibromochloromethane	89		-		70-130	-		
1,2-Dibromoethane	86		-		70-130	-		
Tetrachloroethene	80		-		70-130	-		

Lab Control Sample Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	LCS %Recovery	Qual	LCSD %Recovery	Qual	%Recovery Limits	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 Batch: WG1767198-3								
Chlorobenzene	82		-		70-130	-		
Ethylbenzene	83		-		70-130	-		
p/m-Xylene	85		-		70-130	-		
Bromoform	89		-		70-130	-		
Styrene	80		-		70-130	-		
1,1,2,2-Tetrachloroethane	91		-		70-130	-		
o-Xylene	89		-		70-130	-		
2-Chlorotoluene	75		-		70-130	-		
4-Ethyltoluene	81		-		70-130	-		
1,3,5-Trimethybenzene	83		-		70-130	-		
1,2,4-Trimethylbenzene	86		-		70-130	-		
1,3-Dichlorobenzene	80		-		70-130	-		
1,4-Dichlorobenzene	79		-		70-130	-		
1,2-Dichlorobenzene	86		-		70-130	-		
1,2,4-Trichlorobenzene	70		-		40-160	-		
Hexachlorobutadiene	84		-		40-160	-		

Lab Duplicate Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 QC Batch ID: WG1767198-5 QC Sample: L2317290-08 Client ID: SSSG-3						
Dichlorodifluoromethane	0.59	0.60	ppbV	2		25
Chloromethane	ND	ND	ppbV	NC		25
Freon-114	ND	ND	ppbV	NC		25
Vinyl chloride	ND	ND	ppbV	NC		25
1,3-Butadiene	ND	ND	ppbV	NC		25
Bromomethane	ND	ND	ppbV	NC		25
Chloroethane	ND	ND	ppbV	NC		25
Ethanol	12	12	ppbV	0		25
Vinyl bromide	ND	ND	ppbV	NC		25
Acetone	2.3	2.3	ppbV	0		25
Trichlorofluoromethane	11	11	ppbV	0		25
Isopropanol	0.67	0.66	ppbV	2		25
1,1-Dichloroethene	ND	ND	ppbV	NC		25
Tertiary butyl Alcohol	ND	ND	ppbV	NC		25
Methylene chloride	ND	ND	ppbV	NC		25
3-Chloropropene	ND	ND	ppbV	NC		25
Carbon disulfide	ND	ND	ppbV	NC		25
Freon-113	ND	ND	ppbV	NC		25
trans-1,2-Dichloroethene	ND	ND	ppbV	NC		25
1,1-Dichloroethane	ND	ND	ppbV	NC		25
Methyl tert butyl ether	ND	ND	ppbV	NC		25

Lab Duplicate Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 QC Batch ID: WG1767198-5 QC Sample: L2317290-08 Client ID: SSSG-3						
2-Butanone	ND	ND	ppbV	NC		25
cis-1,2-Dichloroethene	0.41	0.40	ppbV	2		25
Chloroform	1.9	2.0	ppbV	5		25
Tetrahydrofuran	ND	ND	ppbV	NC		25
1,2-Dichloroethane	ND	ND	ppbV	NC		25
n-Hexane	ND	ND	ppbV	NC		25
1,1,1-Trichloroethane	0.91	0.91	ppbV	0		25
Benzene	ND	ND	ppbV	NC		25
Carbon tetrachloride	0.23	0.22	ppbV	4		25
Cyclohexane	ND	ND	ppbV	NC		25
1,2-Dichloropropane	ND	ND	ppbV	NC		25
Bromodichloromethane	ND	ND	ppbV	NC		25
1,4-Dioxane	ND	ND	ppbV	NC		25
Trichloroethene	53	52	ppbV	2		25
2,2,4-Trimethylpentane	ND	ND	ppbV	NC		25
Methyl Methacrylate	ND	ND	ppbV	NC		25
Heptane	ND	ND	ppbV	NC		25
cis-1,3-Dichloropropene	ND	ND	ppbV	NC		25
4-Methyl-2-pentanone	ND	ND	ppbV	NC		25
trans-1,3-Dichloropropene	ND	ND	ppbV	NC		25
1,1,2-Trichloroethane	ND	ND	ppbV	NC		25

Lab Duplicate Analysis
Batch Quality Control

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Parameter	Native Sample	Duplicate Sample	Units	RPD	Qual	RPD Limits
NJ Volatile Organics in Air - Mansfield Lab Associated sample(s): 01-10 QC Batch ID: WG1767198-5 QC Sample: L2317290-08 Client ID: SSSG-3						
Toluene	ND	ND	ppbV	NC		25
Dibromochloromethane	ND	ND	ppbV	NC		25
1,2-Dibromoethane	ND	ND	ppbV	NC		25
Tetrachloroethene	40	40	ppbV	0		25
Chlorobenzene	ND	ND	ppbV	NC		25
Ethylbenzene	ND	ND	ppbV	NC		25
p/m-Xylene	ND	ND	ppbV	NC		25
Bromoform	ND	ND	ppbV	NC		25
Styrene	ND	ND	ppbV	NC		25
1,1,2,2-Tetrachloroethane	ND	ND	ppbV	NC		25
o-Xylene	ND	ND	ppbV	NC		25
2-Chlorotoluene	ND	ND	ppbV	NC		25
4-Ethyltoluene	ND	ND	ppbV	NC		25
1,3,5-Trimethybenzene	ND	ND	ppbV	NC		25
1,2,4-Trimethylbenzene	ND	ND	ppbV	NC		25
1,3-Dichlorobenzene	ND	ND	ppbV	NC		25
1,4-Dichlorobenzene	ND	ND	ppbV	NC		25
1,2-Dichlorobenzene	ND	ND	ppbV	NC		25
1,2,4-Trichlorobenzene	ND	ND	ppbV	NC		25
Hexachlorobutadiene	ND	ND	ppbV	NC		25

Project Name: WEST ORANGE DPW

Project Number: IN000380.09

Lab Number: L2317290

Report Date: 04/17/23

Canister and Flow Controller Information

Samplenum	Client ID	Media ID	Media Type	Date Prepared	Bottle Order	Cleaning Batch ID	Can Leak Check	Initial Pressure (in. Hg)	Pressure on Receipt (in. Hg)	Flow Controler Leak Chk	Flow Out mL/min	Flow In mL/min	% RPD
L2317290-01	IA-1	02237	Flow 5	03/31/23	418327		-	-	-	Pass	3.0	3.0	0
L2317290-01	IA-1	2889	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.3	-13.6	-	-	-	-
L2317290-02	IA-2	02275	Flow 5	03/31/23	418327		-	-	-	Pass	3.0	3.5	15
L2317290-02	IA-2	3278	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.2	-4.9	-	-	-	-
L2317290-03	IA-3	01185	Flow 5	03/31/23	418327		-	-	-	Pass	3.0	2.7	11
L2317290-03	IA-3	2002	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.5	-9.0	-	-	-	-
L2317290-04	AA-040123	02206	Flow 5	03/31/23	418327		-	-	-	Pass	3.0	3.0	0
L2317290-04	AA-040123	1901	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.3	-8.5	-	-	-	-
L2317290-05	SSSG-4	0830	Flow 2	03/31/23	418327		-	-	-	Pass	160	166	4
L2317290-05	SSSG-4	3953	6.0L Can	03/31/23	418327	L2315828-07	Pass	-29.3	-5.8	-	-	-	-
L2317290-06	SSSG-1	01544	Flow 2	03/31/23	418327		-	-	-	Pass	160	161	1
L2317290-06	SSSG-1	2967	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.1	-6.1	-	-	-	-
L2317290-07	SSSG-2	01636	Flow 1	03/31/23	418327		-	-	-	Pass	160	164	2
L2317290-07	SSSG-2	3478	6.0L Can	03/31/23	418327	L2315828-07	Pass	-29.4	-6.9	-	-	-	-
L2317290-08	SSSG-3	0678	Flow 1	03/31/23	418327		-	-	-	Pass	160	141	13

Project Name: WEST ORANGE DPW

Lab Number: L2317290

Project Number: IN000380.09

Report Date: 04/17/23

Canister and Flow Controller Information

Samplenum	Client ID	Media ID	Media Type	Date Prepared	Bottle Order	Cleaning Batch ID	Can Leak Check	Initial Pressure (in. Hg)	Pressure on Receipt (in. Hg)	Flow Controler Leak Chk	Flow Out mL/min	Flow In mL/min	% RPD
L2317290-08	SSSG-3	3341	6.0L Can	03/31/23	418327	L2315828-07	Pass	-29.3	-6.7	-	-	-	-
L2317290-09	SSSG-5	01740	Flow 1	03/31/23	418327		-	-	-	Pass	160	166	4
L2317290-09	SSSG-5	1789	6.0L Can	03/31/23	418327	L2315985-09	Pass	-29.2	-4.1	-	-	-	-
L2317290-10	SSSG-6	0646	Flow 1	03/31/23	418327		-	-	-	Pass	160	163	2
L2317290-10	SSSG-6	2660	6.0L Can	03/31/23	418327	L2315828-07	Pass	-29.4	-5.6	-	-	-	-

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT

Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 03/27/23 22:04
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
Volatile Organics in Air - Mansfield Lab								
Chlorodifluoromethane	ND	0.200	--	ND	0.707	--		1
Propylene	ND	0.500	--	ND	0.861	--		1
Propane	ND	0.500	--	ND	0.902	--		1
Dichlorodifluoromethane	ND	0.200	--	ND	0.989	--		1
Chloromethane	ND	0.200	--	ND	0.413	--		1
Freon-114	ND	0.200	--	ND	1.40	--		1
Methanol	ND	5.00	--	ND	6.55	--		1
Vinyl chloride	ND	0.200	--	ND	0.511	--		1
1,3-Butadiene	ND	0.200	--	ND	0.442	--		1
Butane	ND	0.200	--	ND	0.475	--		1
Bromomethane	ND	0.200	--	ND	0.777	--		1
Chloroethane	ND	0.200	--	ND	0.528	--		1
Ethanol	ND	5.00	--	ND	9.42	--		1
Dichlorofluoromethane	ND	0.200	--	ND	0.842	--		1
Vinyl bromide	ND	0.200	--	ND	0.874	--		1
Acrolein	ND	0.500	--	ND	1.15	--		1
Acetone	ND	1.00	--	ND	2.38	--		1
Acetonitrile	ND	0.200	--	ND	0.336	--		1
Trichlorofluoromethane	ND	0.200	--	ND	1.12	--		1
Isopropanol	ND	0.500	--	ND	1.23	--		1
Acrylonitrile	ND	0.500	--	ND	1.09	--		1
Pentane	ND	0.200	--	ND	0.590	--		1
Ethyl ether	ND	0.200	--	ND	0.606	--		1
1,1-Dichloroethene	ND	0.200	--	ND	0.793	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
Tertiary butyl Alcohol	ND	0.500	--	ND	1.52	--		1
Methylene chloride	ND	0.500	--	ND	1.74	--		1
3-Chloropropene	ND	0.200	--	ND	0.626	--		1
Carbon disulfide	ND	0.200	--	ND	0.623	--		1
Freon-113	ND	0.200	--	ND	1.53	--		1
trans-1,2-Dichloroethene	ND	0.200	--	ND	0.793	--		1
1,1-Dichloroethane	ND	0.200	--	ND	0.809	--		1
Methyl tert butyl ether	ND	0.200	--	ND	0.721	--		1
Vinyl acetate	ND	1.00	--	ND	3.52	--		1
Xylenes, total	ND	0.600	--	ND	0.869	--		1
2-Butanone	ND	0.500	--	ND	1.47	--		1
cis-1,2-Dichloroethene	ND	0.200	--	ND	0.793	--		1
Ethyl Acetate	ND	0.500	--	ND	1.80	--		1
Chloroform	ND	0.200	--	ND	0.977	--		1
Tetrahydrofuran	ND	0.500	--	ND	1.47	--		1
2,2-Dichloropropane	ND	0.200	--	ND	0.924	--		1
1,2-Dichloroethane	ND	0.200	--	ND	0.809	--		1
n-Hexane	ND	0.200	--	ND	0.705	--		1
Diisopropyl ether	ND	0.200	--	ND	0.836	--		1
tert-Butyl Ethyl Ether	ND	0.200	--	ND	0.836	--		1
1,2-Dichloroethene (total)	ND	1.00	--	ND	1.00	--		1
1,1,1-Trichloroethane	ND	0.200	--	ND	1.09	--		1
1,1-Dichloropropene	ND	0.200	--	ND	0.908	--		1
Benzene	ND	0.200	--	ND	0.639	--		1
Carbon tetrachloride	ND	0.200	--	ND	1.26	--		1
Cyclohexane	ND	0.200	--	ND	0.688	--		1
tert-Amyl Methyl Ether	ND	0.200	--	ND	0.836	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
Dibromomethane	ND	0.200	--	ND	1.42	--		1
1,2-Dichloropropane	ND	0.200	--	ND	0.924	--		1
Bromodichloromethane	ND	0.200	--	ND	1.34	--		1
1,4-Dioxane	ND	0.200	--	ND	0.721	--		1
Trichloroethene	ND	0.200	--	ND	1.07	--		1
2,2,4-Trimethylpentane	ND	0.200	--	ND	0.934	--		1
Methyl Methacrylate	ND	0.500	--	ND	2.05	--		1
Heptane	ND	0.200	--	ND	0.820	--		1
cis-1,3-Dichloropropene	ND	0.200	--	ND	0.908	--		1
4-Methyl-2-pentanone	ND	0.500	--	ND	2.05	--		1
trans-1,3-Dichloropropene	ND	0.200	--	ND	0.908	--		1
1,1,2-Trichloroethane	ND	0.200	--	ND	1.09	--		1
Toluene	ND	0.200	--	ND	0.754	--		1
1,3-Dichloropropane	ND	0.200	--	ND	0.924	--		1
2-Hexanone	ND	0.200	--	ND	0.820	--		1
Dibromochloromethane	ND	0.200	--	ND	1.70	--		1
1,2-Dibromoethane	ND	0.200	--	ND	1.54	--		1
Butyl acetate	ND	0.500	--	ND	2.38	--		1
Octane	ND	0.200	--	ND	0.934	--		1
Tetrachloroethene	ND	0.200	--	ND	1.36	--		1
1,1,1,2-Tetrachloroethane	ND	0.200	--	ND	1.37	--		1
Chlorobenzene	ND	0.200	--	ND	0.921	--		1
Ethylbenzene	ND	0.200	--	ND	0.869	--		1
p/m-Xylene	ND	0.400	--	ND	1.74	--		1
Bromoform	ND	0.200	--	ND	2.07	--		1
Styrene	ND	0.200	--	ND	0.852	--		1
1,1,2,2-Tetrachloroethane	ND	0.200	--	ND	1.37	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
o-Xylene	ND	0.200	--	ND	0.869	--		1
1,2,3-Trichloropropane	ND	0.200	--	ND	1.21	--		1
Nonane	ND	0.200	--	ND	1.05	--		1
Isopropylbenzene	ND	0.200	--	ND	0.983	--		1
Bromobenzene	ND	0.200	--	ND	0.793	--		1
2-Chlorotoluene	ND	0.200	--	ND	1.04	--		1
n-Propylbenzene	ND	0.200	--	ND	0.983	--		1
4-Chlorotoluene	ND	0.200	--	ND	1.04	--		1
4-Ethyltoluene	ND	0.200	--	ND	0.983	--		1
1,3,5-Trimethylbenzene	ND	0.200	--	ND	0.983	--		1
tert-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2,4-Trimethylbenzene	ND	0.200	--	ND	0.983	--		1
Decane	ND	0.200	--	ND	1.16	--		1
Benzyl chloride	ND	0.200	--	ND	1.04	--		1
1,3-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
1,4-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
sec-Butylbenzene	ND	0.200	--	ND	1.10	--		1
p-Isopropyltoluene	ND	0.200	--	ND	1.10	--		1
1,2-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
n-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2-Dibromo-3-chloropropane	ND	0.200	--	ND	1.93	--		1
Undecane	ND	0.200	--	ND	1.28	--		1
Dodecane	ND	0.200	--	ND	1.39	--		1
1,2,4-Trichlorobenzene	ND	0.200	--	ND	1.48	--		1
Naphthalene	ND	0.200	--	ND	1.05	--		1
1,2,3-Trichlorobenzene	ND	0.200	--	ND	1.48	--		1
Hexachlorobutadiene	ND	0.200	--	ND	2.13	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	92		60-140
Bromochloromethane	100		60-140
chlorobenzene-d5	96		60-140

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15-SIM
Analytical Date: 03/27/23 22:04
Analyst: RAY

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
Volatile Organics in Air by SIM - Mansfield Lab								
Dichlorodifluoromethane	ND	0.200	--	ND	0.989	--		1
Chloromethane	ND	0.200	--	ND	0.413	--		1
Freon-114	ND	0.050	--	ND	0.349	--		1
Vinyl chloride	ND	0.020	--	ND	0.051	--		1
1,3-Butadiene	ND	0.020	--	ND	0.044	--		1
Bromomethane	ND	0.020	--	ND	0.078	--		1
Chloroethane	ND	0.100	--	ND	0.264	--		1
Acrolein	ND	0.050	--	ND	0.115	--		1
Acetone	ND	1.00	--	ND	2.38	--		1
Trichlorofluoromethane	ND	0.050	--	ND	0.281	--		1
Acrylonitrile	ND	0.500	--	ND	1.09	--		1
1,1-Dichloroethene	ND	0.020	--	ND	0.079	--		1
Methylene chloride	ND	0.500	--	ND	1.74	--		1
Freon-113	ND	0.050	--	ND	0.383	--		1
trans-1,2-Dichloroethene	ND	0.020	--	ND	0.079	--		1
1,1-Dichloroethane	ND	0.020	--	ND	0.081	--		1
Methyl tert butyl ether	ND	0.200	--	ND	0.721	--		1
2-Butanone	ND	0.500	--	ND	1.47	--		1
cis-1,2-Dichloroethene	ND	0.020	--	ND	0.079	--		1
Chloroform	ND	0.020	--	ND	0.098	--		1
1,2-Dichloroethane	ND	0.020	--	ND	0.081	--		1
1,1,1-Trichloroethane	ND	0.020	--	ND	0.109	--		1
Benzene	ND	0.100	--	ND	0.319	--		1
Carbon tetrachloride	ND	0.020	--	ND	0.126	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air by SIM - Mansfield Lab								
1,2-Dichloropropane	ND	0.020	--	ND	0.092	--		1
Bromodichloromethane	ND	0.020	--	ND	0.134	--		1
1,4-Dioxane	ND	0.100	--	ND	0.360	--		1
Trichloroethene	ND	0.020	--	ND	0.107	--		1
cis-1,3-Dichloropropene	ND	0.020	--	ND	0.091	--		1
4-Methyl-2-pentanone	ND	0.500	--	ND	2.05	--		1
trans-1,3-Dichloropropene	ND	0.020	--	ND	0.091	--		1
1,1,2-Trichloroethane	ND	0.020	--	ND	0.109	--		1
Toluene	ND	0.100	--	ND	0.377	--		1
Dibromochloromethane	ND	0.020	--	ND	0.170	--		1
1,2-Dibromoethane	ND	0.020	--	ND	0.154	--		1
Tetrachloroethene	ND	0.020	--	ND	0.136	--		1
1,1,1,2-Tetrachloroethane	ND	0.020	--	ND	0.137	--		1
Chlorobenzene	ND	0.100	--	ND	0.461	--		1
Ethylbenzene	ND	0.020	--	ND	0.087	--		1
p/m-Xylene	ND	0.040	--	ND	0.174	--		1
Bromoform	ND	0.020	--	ND	0.207	--		1
Styrene	ND	0.020	--	ND	0.085	--		1
1,1,2,2-Tetrachloroethane	ND	0.020	--	ND	0.137	--		1
o-Xylene	ND	0.020	--	ND	0.087	--		1
Isopropylbenzene	ND	0.200	--	ND	0.983	--		1
4-Ethyltoluene	ND	0.020	--	ND	0.098	--		1
1,3,5-Trimethybenzene	ND	0.020	--	ND	0.098	--		1
1,2,4-Trimethylbenzene	ND	0.020	--	ND	0.098	--		1
Benzyl chloride	ND	0.100	--	ND	0.518	--		1
1,3-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1
1,4-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315828
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315828-07
Client ID: CAN 2326 SHELF 34
Sample Location:

Date Collected: 03/27/23 09:00
Date Received: 03/27/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air by SIM - Mansfield Lab								
sec-Butylbenzene	ND	0.200	--	ND	1.10	--		1
p-Isopropyltoluene	ND	0.200	--	ND	1.10	--		1
1,2-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1
n-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2,4-Trichlorobenzene	ND	0.050	--	ND	0.371	--		1
Naphthalene	ND	0.050	--	ND	0.262	--		1
1,2,3-Trichlorobenzene	ND	0.050	--	ND	0.371	--		1
Hexachlorobutadiene	ND	0.050	--	ND	0.533	--		1

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-difluorobenzene	94		60-140
bromochloromethane	100		60-140
chlorobenzene-d5	98		60-140

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT

Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15
Analytical Date: 03/29/23 00:28
Analyst: TJS

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
Volatile Organics in Air - Mansfield Lab								
Chlorodifluoromethane	ND	0.200	--	ND	0.707	--		1
Propylene	ND	0.500	--	ND	0.861	--		1
Propane	ND	0.500	--	ND	0.902	--		1
Dichlorodifluoromethane	ND	0.200	--	ND	0.989	--		1
Chloromethane	ND	0.200	--	ND	0.413	--		1
Freon-114	ND	0.200	--	ND	1.40	--		1
Methanol	ND	5.00	--	ND	6.55	--		1
Vinyl chloride	ND	0.200	--	ND	0.511	--		1
1,3-Butadiene	ND	0.200	--	ND	0.442	--		1
Butane	ND	0.200	--	ND	0.475	--		1
Bromomethane	ND	0.200	--	ND	0.777	--		1
Chloroethane	ND	0.200	--	ND	0.528	--		1
Ethanol	ND	5.00	--	ND	9.42	--		1
Dichlorofluoromethane	ND	0.200	--	ND	0.842	--		1
Vinyl bromide	ND	0.200	--	ND	0.874	--		1
Acrolein	ND	0.500	--	ND	1.15	--		1
Acetone	ND	1.00	--	ND	2.38	--		1
Acetonitrile	ND	0.200	--	ND	0.336	--		1
Trichlorofluoromethane	ND	0.200	--	ND	1.12	--		1
Isopropanol	ND	0.500	--	ND	1.23	--		1
Acrylonitrile	ND	0.500	--	ND	1.09	--		1
Pentane	ND	0.200	--	ND	0.590	--		1
Ethyl ether	ND	0.200	--	ND	0.606	--		1
1,1-Dichloroethene	ND	0.200	--	ND	0.793	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
Tertiary butyl Alcohol	ND	0.500	--	ND	1.52	--		1
Methylene chloride	ND	0.500	--	ND	1.74	--		1
3-Chloropropene	ND	0.200	--	ND	0.626	--		1
Carbon disulfide	ND	0.200	--	ND	0.623	--		1
Freon-113	ND	0.200	--	ND	1.53	--		1
trans-1,2-Dichloroethene	ND	0.200	--	ND	0.793	--		1
1,1-Dichloroethane	ND	0.200	--	ND	0.809	--		1
Methyl tert butyl ether	ND	0.200	--	ND	0.721	--		1
Vinyl acetate	ND	1.00	--	ND	3.52	--		1
2-Butanone	ND	0.500	--	ND	1.47	--		1
Xylenes, total	ND	0.600	--	ND	0.869	--		1
cis-1,2-Dichloroethene	ND	0.200	--	ND	0.793	--		1
Ethyl Acetate	ND	0.500	--	ND	1.80	--		1
Chloroform	ND	0.200	--	ND	0.977	--		1
Tetrahydrofuran	ND	0.500	--	ND	1.47	--		1
2,2-Dichloropropane	ND	0.200	--	ND	0.924	--		1
1,2-Dichloroethane	ND	0.200	--	ND	0.809	--		1
n-Hexane	ND	0.200	--	ND	0.705	--		1
Diisopropyl ether	ND	0.200	--	ND	0.836	--		1
tert-Butyl Ethyl Ether	ND	0.200	--	ND	0.836	--		1
1,2-Dichloroethene (total)	ND	1.00	--	ND	1.00	--		1
1,1,1-Trichloroethane	ND	0.200	--	ND	1.09	--		1
1,1-Dichloropropene	ND	0.200	--	ND	0.908	--		1
Benzene	ND	0.200	--	ND	0.639	--		1
Carbon tetrachloride	ND	0.200	--	ND	1.26	--		1
Cyclohexane	ND	0.200	--	ND	0.688	--		1
tert-Amyl Methyl Ether	ND	0.200	--	ND	0.836	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
Dibromomethane	ND	0.200	--	ND	1.42	--		1
1,2-Dichloropropane	ND	0.200	--	ND	0.924	--		1
Bromodichloromethane	ND	0.200	--	ND	1.34	--		1
1,4-Dioxane	ND	0.200	--	ND	0.721	--		1
Trichloroethene	ND	0.200	--	ND	1.07	--		1
2,2,4-Trimethylpentane	ND	0.200	--	ND	0.934	--		1
Methyl Methacrylate	ND	0.500	--	ND	2.05	--		1
Heptane	ND	0.200	--	ND	0.820	--		1
cis-1,3-Dichloropropene	ND	0.200	--	ND	0.908	--		1
4-Methyl-2-pentanone	ND	0.500	--	ND	2.05	--		1
trans-1,3-Dichloropropene	ND	0.200	--	ND	0.908	--		1
1,1,2-Trichloroethane	ND	0.200	--	ND	1.09	--		1
Toluene	ND	0.200	--	ND	0.754	--		1
1,3-Dichloropropane	ND	0.200	--	ND	0.924	--		1
2-Hexanone	ND	0.200	--	ND	0.820	--		1
Dibromochloromethane	ND	0.200	--	ND	1.70	--		1
1,2-Dibromoethane	ND	0.200	--	ND	1.54	--		1
Butyl acetate	ND	0.500	--	ND	2.38	--		1
Octane	ND	0.200	--	ND	0.934	--		1
Tetrachloroethene	ND	0.200	--	ND	1.36	--		1
1,1,1,2-Tetrachloroethane	ND	0.200	--	ND	1.37	--		1
Chlorobenzene	ND	0.200	--	ND	0.921	--		1
Ethylbenzene	ND	0.200	--	ND	0.869	--		1
p/m-Xylene	ND	0.400	--	ND	1.74	--		1
Bromoform	ND	0.200	--	ND	2.07	--		1
Styrene	ND	0.200	--	ND	0.852	--		1
1,1,2,2-Tetrachloroethane	ND	0.200	--	ND	1.37	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								
o-Xylene	ND	0.200	--	ND	0.869	--		1
1,2,3-Trichloropropane	ND	0.200	--	ND	1.21	--		1
Nonane	ND	0.200	--	ND	1.05	--		1
Isopropylbenzene	ND	0.200	--	ND	0.983	--		1
Bromobenzene	ND	0.200	--	ND	0.793	--		1
2-Chlorotoluene	ND	0.200	--	ND	1.04	--		1
n-Propylbenzene	ND	0.200	--	ND	0.983	--		1
4-Chlorotoluene	ND	0.200	--	ND	1.04	--		1
4-Ethyltoluene	ND	0.200	--	ND	0.983	--		1
1,3,5-Trimethylbenzene	ND	0.200	--	ND	0.983	--		1
tert-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2,4-Trimethylbenzene	ND	0.200	--	ND	0.983	--		1
Decane	ND	0.200	--	ND	1.16	--		1
Benzyl chloride	ND	0.200	--	ND	1.04	--		1
1,3-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
1,4-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
sec-Butylbenzene	ND	0.200	--	ND	1.10	--		1
p-Isopropyltoluene	ND	0.200	--	ND	1.10	--		1
1,2-Dichlorobenzene	ND	0.200	--	ND	1.20	--		1
n-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2-Dibromo-3-chloropropane	ND	0.200	--	ND	1.93	--		1
Undecane	ND	0.200	--	ND	1.28	--		1
Dodecane	ND	0.200	--	ND	1.39	--		1
1,2,4-Trichlorobenzene	ND	0.200	--	ND	1.48	--		1
Naphthalene	ND	0.200	--	ND	1.05	--		1
1,2,3-Trichlorobenzene	ND	0.200	--	ND	1.48	--		1
Hexachlorobutadiene	ND	0.200	--	ND	2.13	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air - Mansfield Lab								

	Results	Qualifier	Units	RDL	Dilution Factor
Tentatively Identified Compounds					

No Tentatively Identified Compounds

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-Difluorobenzene	89		60-140
Bromochloromethane	95		60-140
chlorobenzene-d5	87		60-140

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:
Matrix: Air
Anaytical Method: 48,TO-15-SIM
Analytical Date: 03/29/23 00:28
Analyst: TJS

	ppbV			ug/m3				
Parameter	**Results**	**RL**	**MDL**	**Results**	**RL**	**MDL**	**Qualifier**	**Dilution Factor**
Volatile Organics in Air by SIM - Mansfield Lab								
Dichlorodifluoromethane	ND	0.200	--	ND	0.989	--		1
Chloromethane	ND	0.200	--	ND	0.413	--		1
Freon-114	ND	0.050	--	ND	0.349	--		1
Vinyl chloride	ND	0.020	--	ND	0.051	--		1
1,3-Butadiene	ND	0.020	--	ND	0.044	--		1
Bromomethane	ND	0.020	--	ND	0.078	--		1
Chloroethane	ND	0.100	--	ND	0.264	--		1
Acrolein	ND	0.050	--	ND	0.115	--		1
Acetone	ND	1.00	--	ND	2.38	--		1
Trichlorofluoromethane	ND	0.050	--	ND	0.281	--		1
Acrylonitrile	ND	0.500	--	ND	1.09	--		1
1,1-Dichloroethene	ND	0.020	--	ND	0.079	--		1
Methylene chloride	ND	0.500	--	ND	1.74	--		1
Freon-113	ND	0.050	--	ND	0.383	--		1
trans-1,2-Dichloroethene	ND	0.020	--	ND	0.079	--		1
1,1-Dichloroethane	ND	0.020	--	ND	0.081	--		1
Methyl tert butyl ether	ND	0.200	--	ND	0.721	--		1
2-Butanone	ND	0.500	--	ND	1.47	--		1
cis-1,2-Dichloroethene	ND	0.020	--	ND	0.079	--		1
Chloroform	ND	0.020	--	ND	0.098	--		1
1,2-Dichloroethane	ND	0.020	--	ND	0.081	--		1
1,1,1-Trichloroethane	ND	0.020	--	ND	0.109	--		1
Benzene	ND	0.100	--	ND	0.319	--		1
Carbon tetrachloride	ND	0.020	--	ND	0.126	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air by SIM - Mansfield Lab								
1,2-Dichloropropane	ND	0.020	--	ND	0.092	--		1
Bromodichloromethane	ND	0.020	--	ND	0.134	--		1
1,4-Dioxane	ND	0.100	--	ND	0.360	--		1
Trichloroethene	ND	0.020	--	ND	0.107	--		1
cis-1,3-Dichloropropene	ND	0.020	--	ND	0.091	--		1
4-Methyl-2-pentanone	ND	0.500	--	ND	2.05	--		1
trans-1,3-Dichloropropene	ND	0.020	--	ND	0.091	--		1
1,1,2-Trichloroethane	ND	0.020	--	ND	0.109	--		1
Toluene	ND	0.100	--	ND	0.377	--		1
Dibromochloromethane	ND	0.020	--	ND	0.170	--		1
1,2-Dibromoethane	ND	0.020	--	ND	0.154	--		1
Tetrachloroethene	ND	0.020	--	ND	0.136	--		1
1,1,1,2-Tetrachloroethane	ND	0.020	--	ND	0.137	--		1
Chlorobenzene	ND	0.100	--	ND	0.461	--		1
Ethylbenzene	ND	0.020	--	ND	0.087	--		1
p/m-Xylene	ND	0.040	--	ND	0.174	--		1
Bromoform	ND	0.020	--	ND	0.207	--		1
Styrene	ND	0.020	--	ND	0.085	--		1
1,1,2,2-Tetrachloroethane	ND	0.020	--	ND	0.137	--		1
o-Xylene	ND	0.020	--	ND	0.087	--		1
Isopropylbenzene	ND	0.200	--	ND	0.983	--		1
4-Ethyltoluene	ND	0.020	--	ND	0.098	--		1
1,3,5-Trimethybenzene	ND	0.020	--	ND	0.098	--		1
1,2,4-Trimethylbenzene	ND	0.020	--	ND	0.098	--		1
Benzyl chloride	ND	0.100	--	ND	0.518	--		1
1,3-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1
1,4-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1

Project Name: BATCH CANISTER CERTIFICATION
Project Number: CANISTER QC BAT
Lab Number: L2315985
Report Date: 04/17/23

Air Canister Certification Results

Lab ID: L2315985-09
Client ID: CAN 2927 SHELF 40
Sample Location:

Date Collected: 03/28/23 09:00
Date Received: 03/28/23
Field Prep: Not Specified

Sample Depth:

Parameter	ppbV Results	ppbV RL	ppbV MDL	ug/m3 Results	ug/m3 RL	ug/m3 MDL	Qualifier	Dilution Factor
Volatile Organics in Air by SIM - Mansfield Lab								
sec-Butylbenzene	ND	0.200	--	ND	1.10	--		1
p-Isopropyltoluene	ND	0.200	--	ND	1.10	--		1
1,2-Dichlorobenzene	ND	0.020	--	ND	0.120	--		1
n-Butylbenzene	ND	0.200	--	ND	1.10	--		1
1,2,4-Trichlorobenzene	ND	0.050	--	ND	0.371	--		1
Naphthalene	ND	0.050	--	ND	0.262	--		1
1,2,3-Trichlorobenzene	ND	0.050	--	ND	0.371	--		1
Hexachlorobutadiene	ND	0.050	--	ND	0.533	--		1

Internal Standard	% Recovery	Qualifier	Acceptance Criteria
1,4-difluorobenzene	92		60-140
bromochloromethane	98		60-140
chlorobenzene-d5	92		60-140

Project Name: WEST ORANGE DPW
Project Number: IN000380.09

Lab Number: L2317290
Report Date: 04/17/23

Sample Receipt and Container Information

Were project specific reporting limits specified? NO

Cooler Information

Cooler	Custody Seal
N/A	Present/Intact

Container Information

Container ID	Container Type	Cooler	Initial pH	Final pH	Temp deg C	Pres	Seal	Frozen Date/Time	Analysis(*)
L2317290-01A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-02A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-03A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-04A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-05A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-06A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-07A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-08A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-09A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)
L2317290-10A	Canister - 6 Liter	N/A	NA			Y	Absent		NJ-TO15(30)

*Values in parentheses indicate holding time in days

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

GLOSSARY

Acronyms

DL - Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the limit of quantitation (LOQ). The DL includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

EDL - Estimated Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The EDL includes any adjustments from dilutions, concentrations or moisture content, where applicable. The use of EDLs is specific to the analysis of PAHs using Solid-Phase Microextraction (SPME).

EMPC - Estimated Maximum Possible Concentration: The concentration that results from the signal present at the retention time of an analyte when the ions meet all of the identification criteria except the ion abundance ratio criteria. An EMPC is a worst-case estimate of the concentration.

EPA - Environmental Protection Agency.

LCS - Laboratory Control Sample: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LCSD - Laboratory Control Sample Duplicate: Refer to LCS.

LFB - Laboratory Fortified Blank: A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.

LOD - Limit of Detection: This value represents the level to which a target analyte can reliably be detected for a specific analyte in a specific matrix by a specific method. The LOD includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

LOQ - Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

Limit of Quantitation: The value at which an instrument can accurately measure an analyte at a specific concentration. The LOQ includes any adjustments from dilutions, concentrations or moisture content, where applicable. (DoD report formats only.)

MDL - Method Detection Limit: This value represents the level to which target analyte concentrations are reported as estimated values, when those target analyte concentrations are quantified below the reporting limit (RL). The MDL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

MS - Matrix Spike Sample: A sample prepared by adding a known mass of target analyte to a specified amount of matrix sample for which an independent estimate of target analyte concentration is available. For Method 332.0, the spike recovery is calculated using the native concentration, including estimated values.

MSD - Matrix Spike Sample Duplicate: Refer to MS.

NA - Not Applicable.

NC - Not Calculated: Term is utilized when one or more of the results utilized in the calculation are non-detect at the parameter's reporting unit.

NDPA/DPA - N-Nitrosodiphenylamine/Diphenylamine.

NI - Not Ignitable.

NP - Non-Plastic: Term is utilized for the analysis of Atterberg Limits in soil.

NR - No Results: Term is utilized when 'No Target Compounds Requested' is reported for the analysis of Volatile or Semivolatile Organic TIC only requests.

RL - Reporting Limit: The value at which an instrument can accurately measure an analyte at a specific concentration. The RL includes any adjustments from dilutions, concentrations or moisture content, where applicable.

RPD - Relative Percent Difference: The results from matrix and/or matrix spike duplicates are primarily designed to assess the precision of analytical results in a given matrix and are expressed as relative percent difference (RPD). Values which are less than five times the reporting limit for any individual parameter are evaluated by utilizing the absolute difference between the values; although the RPD value will be provided in the report.

SRM - Standard Reference Material: A reference sample of a known or certified value that is of the same or similar matrix as the associated field samples.

STLP - Semi-dynamic Tank Leaching Procedure per EPA Method 1315.

TEF - Toxic Equivalency Factors: The values assigned to each dioxin and furan to evaluate their toxicity relative to 2,3,7,8-TCDD.

TEQ - Toxic Equivalent: The measure of a sample's toxicity derived by multiplying each dioxin and furan by its corresponding TEF and then summing the resulting values.

TIC - Tentatively Identified Compound: A compound that has been identified to be present and is not part of the target compound list (TCL) for the method and/or program. All TICs are qualitatively identified and reported as estimated concentrations.

Report Format: Data Usability Report

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

Footnotes

1 - The reference for this analyte should be considered modified since this analyte is absent from the target analyte list of the original method.

Terms

Analytical Method: Both the document from which the method originates and the analytical reference method. (Example: EPA 8260B is shown as 1,8260B.) The codes for the reference method documents are provided in the References section of the Addendum.

Chlordane: The target compound Chlordane (CAS No. 57-74-9) is reported for GC ECD analyses. Per EPA,this compound "refers to a mixture of chlordane isomers, other chlorinated hydrocarbons and numerous other components." (Reference: USEPA Toxicological Review of Chlordane, In Support of Summary Information on the Integrated Risk Information System (IRIS), December 1997.)

Difference: With respect to Total Oxidizable Precursor (TOP) Assay analysis, the difference is defined as the Post-Treatment value minus the Pre-Treatment value.

Final pH: As it pertains to Sample Receipt & Container Information section of the report, Final pH reflects pH of container determined after adjustment at the laboratory, if applicable. If no adjustment required, value reflects Initial pH.

Frozen Date/Time: With respect to Volatile Organics in soil, Frozen Date/Time reflects the date/time at which associated Reagent Water-preserved vials were initially frozen. Note: If frozen date/time is beyond 48 hours from sample collection, value will be reflected in 'bold'.

Gasoline Range Organics (GRO): Gasoline Range Organics (GRO) results include all chromatographic peaks eluting from Methyl tert butyl ether through Naphthalene, with the exception of GRO analysis in support of State of Ohio programs, which includes all chromatographic peaks eluting from Hexane through Dodecane.

Initial pH: As it pertains to Sample Receipt & Container Information section of the report, Initial pH reflects pH of container determined upon receipt, if applicable.

PAH Total: With respect to Alkylated PAH analyses, the 'PAHs, Total' result is defined as the summation of results for all or a subset of the following compounds: Naphthalene, C1-C4 Naphthalenes, 2-Methylnaphthalene, 1-Methylnaphthalene, Biphenyl, Acenaphthylene, Acenaphthene, Fluorene, C1-C3 Fluorenes, Phenanthrene, C1-C4 Phenanthrenes/Anthracenes, Anthracene, Fluoranthene, Pyrene, C1-C4 Fluoranthenes/Pyrenes, Benz(a)anthracene, Chrysene, C1-C4 Chrysenes, Benzo(b)fluoranthene, Benzo(j)+(k)fluoranthene, Benzo(e)pyrene, Benzo(a)pyrene, Perylene, Indeno(1,2,3-cd)pyrene, Dibenz(ah)+(ac)anthracene, Benzo(g,h,i)perylene. If a 'Total' result is requested, the results of its individual components will also be reported.

PFAS Total: With respect to PFAS analyses, the 'PFAS, Total (5)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA and PFOS. In addition, the 'PFAS, Total (6)' result is defined as the summation of results for: PFHpA, PFHxS, PFOA, PFNA, PFDA and PFOS. For MassDEP DW compliance analysis only, the 'PFAS, Total (6)' result is defined as the summation of results at or above the RL. Note: If a 'Total' result is requested, the results of its individual components will also be reported.

Total: With respect to Organic analyses, a 'Total' result is defined as the summation of results for individual isomers or Aroclors. If a 'Total' result is requested, the results of its individual components will also be reported. This is applicable to 'Total' results for methods 8260, 8081 and 8082.

Data Qualifiers

A - Spectra identified as "Aldol Condensates" are byproducts of the extraction/concentration procedures when acetone is introduced in the process.

B - The analyte was detected above the reporting limit in the associated method blank. Flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For MCP-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank. For DOD-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte at less than ten times (10x) the concentration found in the blank AND the analyte was detected above one-half the reporting limit (or above the reporting limit for common lab contaminants) in the associated method blank. For NJ-Air-related projects, flag only applies to associated field samples that have detectable concentrations of the analyte above the reporting limit. For NJ-related projects (excluding Air), flag only applies to associated field samples that have detectable concentrations of the analyte, which was detected above the reporting limit in the associated method blank or above five times the reporting limit for common lab contaminants (Phthalates, Acetone, Methylene Chloride, 2-Butanone).

C - Co-elution: The target analyte co-elutes with a known lab standard (i.e. surrogate, internal standards, etc.) for co-extracted analyses.

D - Concentration of analyte was quantified from diluted analysis. Flag only applies to field samples that have detectable concentrations of the analyte.

E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.

F - The ratio of quantifier ion response to qualifier ion response falls outside of the laboratory criteria. Results are considered to be an estimated maximum concentration.

G - The concentration may be biased high due to matrix interferences (i.e, co-elution) with non-target compound(s). The result should be considered estimated.

H - The analysis of pH was performed beyond the regulatory-required holding time of 15 minutes from the time of sample collection.

I - The lower value for the two columns has been reported due to obvious interference.

J - Estimated value. This represents an estimated concentration for Tentatively Identified Compounds (TICs).

M - Reporting Limit (RL) exceeds the MCP CAM Reporting Limit for this analyte.

Report Format: Data Usability Report

Project Name:	WEST ORANGE DPW	**Lab Number:**	L2317290
Project Number:	IN000380.09	**Report Date:**	04/17/23

Data Qualifiers

ND - Not detected at the reporting limit (RL) for the sample.

NJ - Presumptive evidence of compound. This represents an estimated concentration for Tentatively Identified Compounds (TICs), where the identification is based on a mass spectral library search.

P - The RPD between the results for the two columns exceeds the method-specified criteria.

Q - The quality control sample exceeds the associated acceptance criteria. For DOD-related projects, LCS and/or Continuing Calibration Standard exceedences are also qualified on all associated sample results. Note: This flag is not applicable for matrix spike recoveries when the sample concentration is greater than 4x the spike added or for batch duplicate RPD when the sample concentrations are less than 5x the RL. (Metals only.)

R - Analytical results are from sample re-analysis.

RE - Analytical results are from sample re-extraction.

S - Analytical results are from modified screening analysis.

V - The surrogate associated with this target analyte has a recovery outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Z - The batch matrix spike and/or duplicate associated with this target analyte has a recovery/RPD outside the QC acceptance limits. (Applicable to MassDEP DW Compliance samples only.)

Report Format: Data Usability Report

REFERENCES

48 Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air. Second Edition. EPA/625/R-96/010b, January 1999.

LIMITATION OF LIABILITIES

Alpha Analytical performs services with reasonable care and diligence normal to the analytical testing laboratory industry. In the event of an error, the sole and exclusive responsibility of Alpha Analytical shall be to re-perform the work at it's own expense. In no event shall Alpha Analytical be held liable for any incidental, consequential or special damages, including but not limited to, damages in any way connected with the use of, interpretation of, information or analysis provided by Alpha Analytical.

We strongly urge our clients to comply with EPA protocol regarding sample volume, preservation, cooling, containers, sampling procedures, holding time and splitting of samples in the field.

Certification Information

The following analytes are not included in our Primary NELAP Scope of Accreditation:

Westborough Facility
EPA 624/624.1: m/p-xylene, o-xylene, Naphthalene
EPA 625/625.1: alpha-Terpineol
EPA 8260C/8260D: NPW: 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene, Azobenzene; SCM: Iodomethane (methyl iodide), 1,2,4,5-Tetramethylbenzene; 4-Ethyltoluene.
EPA 8270D/8270E: NPW: Dimethylnaphthalene,1,4-Diphenylhydrazine, alpha-Terpineol; SCM: Dimethylnaphthalene,1,4-Diphenylhydrazine.
SM4500: NPW: Amenable Cyanide; SCM: Total Phosphorus, TKN, NO2, NO3.

Mansfield Facility
SM 2540D: TSS
EPA 8082A: NPW: PCB: 1, 5, 31, 87,101, 110, 141, 151, 153, 180, 183, 187.
EPA TO-15: Halothane, 2,4,4-Trimethyl-2-pentene, 2,4,4-Trimethyl-1-pentene, Thiophene, 2-Methylthiophene, 3-Methylthiophene, 2-Ethylthiophene, 1,2,3-Trimethylbenzene, Indan, Indene, 1,2,4,5-Tetramethylbenzene, Benzothiophene, 1-Methylnaphthalene.
Biological Tissue Matrix: EPA 3050B

The following analytes are included in our Massachusetts DEP Scope of Accreditation

Westborough Facility:

Drinking Water
EPA 300.0: Chloride, Nitrate-N, Fluoride, Sulfate; **EPA 353.2**: Nitrate-N, Nitrite-N; **SM4500NO3-F**: Nitrate-N, Nitrite-N; **SM4500F-C, SM4500CN-CE, EPA 180.1, SM2130B, SM4500Cl-D, SM2320B, SM2540C, SM4500H-B, SM4500NO2-B**
EPA 332: Perchlorate; **EPA 524.2:** THMs and VOCs; **EPA 504.1:** EDB, DBCP.
Microbiology: **SM9215B; SM9223-P/A, SM9223B-Colilert-QT,SM9222D**.

Non-Potable Water
SM4500H,B, EPA 120.1, SM2510B, SM2540C, SM2320B, SM4500CL-E, SM4500F-BC, SM4500NH3-BH: Ammonia-N and Kjeldahl-N, **EPA 350.1**: Ammonia-N, **LACHAT 10-107-06-1-B**: Ammonia-N, **EPA 351.1, SM4500NO3-F, EPA 353.2**: Nitrate-N, **SM4500P-E, SM4500P-B, E, SM4500SO4-E, SM5220D, EPA 410.4, SM5210B, SM5310C, SM4500CL-D, EPA 1664, EPA 420.1, SM4500-CN-CE, SM2540D, EPA 300: Chloride, Sulfate, Nitrate.**
EPA 624.1: Volatile Halocarbons & Aromatics,
EPA 608.3: Chlordane, Toxaphene, Aldrin, alpha-BHC, beta-BHC, gamma-BHC, delta-BHC, Dieldrin, DDD, DDE, DDT, Endosulfan I, Endosulfan II, Endosulfan sulfate, Endrin, Endrin Aldehyde, Heptachlor, Heptachlor Epoxide, PCBs
EPA 625.1: SVOC (Acid/Base/Neutral Extractables), **EPA 600/4-81-045**: PCB-Oil.
Microbiology: **SM9223B-Colilert-QT; Enterolert-QT, SM9221E, EPA 1600, EPA 1603, SM9222D.**

Mansfield Facility:

Drinking Water
EPA 200.7: Al, Ba, Cd, Cr, Cu, Fe, Mn, Ni, Na, Ag, Ca, Zn. **EPA 200.8:** Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, TL, Zn. **EPA 245.1** Hg.
EPA 522, EPA 537.1.

Non-Potable Water
EPA 200.7: Al, Sb, As, Be, Cd, Ca, Cr, Co, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Na, Sr, TL, Ti, V, Zn.
EPA 200.8: Al, Sb, As, Be, Cd, Cr, Cu, Fe, Pb, Mn, Ni, K, Se, Ag, Na, TL, Zn.
EPA 245.1 Hg.
SM2340B

For a complete listing of analytes and methods, please contact your Alpha Project Manager.

Alpha Analytical
320 Forbes Blvd
Mansfield, MA 02048-1806
Tel: 508-822-9300
Fax: 508-822-3288

AIR Chain-of-Custody - NJ

Date Rec'd in Lab: 4/4/23 | ALPHA Job#: L2317290

1 of 2 COCs

Client Contact Information

Company: CME Associates
Address: 3759 US Hwy 1 South, Ste 100
City/State/Zip: Monmouth Junction, NJ 08852
Phone: 732-951-2100
FAX:
Email: mbaba@cmeusa1.com
Site Contact: M. Baba
Site Contact Phone:

Project Information

Project Name: West Orange DPW
Project No: IND00380.09
Site/Location:
Project Manager: Mana/Baba

Analysis Turn-Around Time

Standard (Specify) X
Rush (Specify)

NJ DEP Information

Bureau: Division: Contract No:

Report Information - Data Deliverables:

☐ FAX:
☒ ADEx ☐ Criteria Checker:
☒ EMail (standard pdf report)

Billing Information

☒ Same as Client Info PO #:

ALPHA LAB ID (Lab Use Only)	Sample Identification	Sample Date(s)	Time Start (24 hr clock)	Time Stop (24 hr clock)	Canister Pressure in Field (Hg) (Start)	Canister Pressure in Field (Hg) (Stop)	Interior Temp. (F) (Start)	Interior Temp. (F) (Stop)	Outgoing Canister Pressure (Hg) (Note1)	Incoming Canister Pressure (Hg) (Note 2)	Flow Reg. ID	Can ID	Can Size (L)	Flow Controller Readout (ml/min) (Note1)	Batch Cert ID (Note 1)	Analysis: TO-15	Analysis: EPA 3C	Matrix: Indoor /Ambient Air	Matrix: Soil Gas
17290-01	IA-1	4/1-4/2/23	1215	1211	-29.26	-13.49	66°	68°	-29.3		02237	2669	6L	3.0	L2315765-08	X		X	
02	IA-2	4/1-4/2/23	1224	0836	-29.34	-4.75	66°	68°	-29.2		02275	3278	6L	3.0	L2315765-09	X		X	
03	IA-3	4/1-4/2/23	1209	1158	-29.39	-8.83	66°	68°	-29.5		01185	2002	6L	3.0	L2315765-09	X		X	
04	[redacted] AA-040123	4/1-4/2/23	1148	1130	-29.53	-9.23	66°	68°	-29.3		02206	1901	6L	3.0	L2315765-09	X		X	
05	SSSG-4	4/1/23	1626	1656	-26.89	-5.61	58°	58°	-29.3		0630	3753	6L	160	L2315765-07	X			X

Custody Seals:
Outgoing Seal No: (refer to crate seal) 3699
Incoming Seal No: (if applicable) 4904

Temperature (Fahrenheit)

	Ambient	Maximum	Minimum
Start	62	75	50
Stop	52	57	39

Individual Preparing Canister/Containers and Laboratory Canister Certification
Name: Monica Machado
Signature: Monica M.

Pressure (inches of Hg)

	Ambient	Maximum	Minimum
Start	29.32	29.71	29.09
Stop	29.76	29.85	29.29

Footnotes:
(1) Refer to equipment tags for these readings.
(2) Readings provided in data deliverable package.

Special Instructions/QC Requirements & Comments:

Canisters Shipped by:	Date/Time:	Canisters Received by:	Date/Time:
Samples Relinquished by:	Date/Time: 4/3/2023, 0700	Received by:	Date/Time:
Relinquished by:	Date/Time: 4/3 1810	Received by:	Date/Time: 4-3-23 2100
	4/3/23 2330		4-3-23 2330
	4/4/23 0330		4/4/23 0330

Please print clearly, legibly and completely. Samples can not be logged in and turnaround time clock will not start until all ambiguities are resolved. All samples submitted are subject to Alpha's Payment Terms. See reverse side.

Note: Combined External Chain of Custody and NJDEP Field Test Data Sheet

Alpha Analytical
320 Forbes Blvd
Mansfield, MA 02048-1806
Tel: 508-822-9300
Fax: 508-822-3288

AIR Chain-of-Custody - NJ

Date Rec'd in Lab: 4/4/23 | ALPHA Job#: L2317290

2 of 2 COCs

Client Contact Information

Company: CME Associates
Address: 3754 US Hwy 1 South, Ste 100
City/State/Zip: Monmouth Jct NJ 08852
Phone: 732-857-2101
FAX:
Email: mbaba@cmeusa.com
Site Contact: M. Baba
Site Contact Phone:

Project Information

Project Name: West Orange DPW
Project No: IWO 0038059
Site/Location:
Project Manager: Manal Baba

Analysis Turn-Around Time

Standard (Specify) X
Rush (Specify)

NJ DEP Information

Bureau: Division: Contract No:

Report Information - Data Deliverables:

☐ FAX:
☒ ADEx ☐ Criteria Checker:
☒ EMail (standard pdf report)

Billing Information

☒ Same as Client Info PO #:

ALPHA LAB ID (Lab Use Only)	Sample Identification	Sample Date(s)	Time Start (24 hr clock)	Time Stop (24 hr clock)	Canister Pressure in Field (Hg) (Start)	Canister Pressure in Field (Hg) (Stop)	Interior Temp. (F) (Start)	Interior Temp. (F) (Stop)	Outgoing Canister Pressure (Hg) (Note1)	Incoming Canister Pressure (Hg) (Note 2)	Flow Reg. ID	Can ID	Can Size (L)	Flow Controller Readout (ml/min) (Note1)	Batch Cert ID (Note 1)	Analysis: TO-15	Analysis: EPA 3C	Matrix: Indoor /Ambient Air	Matrix: Soil Gas
06	SSSG-1	4/2/23	1359	1426	-26.84	-6.27	69	69	-29.1		01544	2967	6L	160	423157	X			X
07	SSSG-2	4/2/23	1441	1509	-29.46	-6.57	69	69	-29.4		01636	3476	6L	160	423157	X			X
08	SSSG-3	4/2/23	1316	1350	-29.65	-6.71	68	68	-29.3		02676	3341	6L	160	423157	X			X
09	SSSG-5	4/2/23	0940	1009	-29.99	-4.85	44	45	-29.2		01740	1789	6L	160	423157	X			X
10	SSSG-6	4/2/23	1116	1146	-29.54	-5.57	58	58	-29.4		02646	2660	6L	160	423157	X			X

Custody Seals:
Outgoing Seal No: (refer to crate seal) 3700 4903
Incoming Seal No: (if applicable)

Temperature (Fahrenheit)

	Ambient	Maximum	Minimum	
Start	44	56	43	
Stop	54	56	43	

Pressure (inches of Hg)

	Ambient	Maximum	Minimum	
Start	29.7	29.8	29.7	
Stop	29.6	29.8	29.7	

Individual Preparing Canister/Containers and Laboratory Canister Certification
Name: Monica Machado
Signature: Monica M.

Footnotes:
(1) Refer to equipment tags for these readings.
(2) Readings provided in data deliverable package.

Special Instructions/QC Requirements & Comments:

Canisters Shipped by:	Date/Time:	Canisters Received by:	Date/Time:
Samples Relinquished by:	Date/Time: 4/3/2023, 0700	Received by:	Date/Time:
Relinquished by:	Date/Time: 4/3/23 1516	Received by:	Date/Time: 4-3-23 2100
(404)	4/3/23 2330	(404)	4-3-23 2330

Please print clearly, legibly and completely. Samples can not be logged in and turnaround time clock will not start until all ambiguities are resolved. All samples submitted are subject to Alpha's Payment Terms. See reverse side.

Form 101-06 April, 2013

Note: Combined External Chain of Custody and NJDEP Field Test Data Sheet

4/4/23 0330 4/4/23 0330

45-25
January 28, 2025

R E S O L U T I O N

WHEREAS, in December 13th 2024, the Township's Construction Supervisor determined that the vitrified clay pipe sanitary sewer main located across from No.546 Valley Road was broken by Contractor replacing the sanitary sewer lateral that needed to be tied to the sewer main; and

WHEREAS, to avoid any additional and catastrophic collapse of the sanitary sewer main, the Engineering Department decided to contact a reputable Contractor to repair the section of pipe that was broken by other Contractor trying to connect the service lateral to the main and restore the area; and

WHEREAS, pursuant to the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11.6a the Municipal Engineer on December 13, 2024 notified via email the Administration and Purchasing Agent of the need to perform an emergency contract for this work; and

WHEREAS, it was concluded that to expedite the work and to perform the emergency repair of the sanitary sewer pipe to protect public health and safety, an emergency contract was issued to Grabowski

Construction, Inc. who was readily available to mobilize and perform the work; and

WHEREAS, Grabowski Construction, Inc. submitted an invoice dated January 17, 2025 for the emergency repair of the sanitary sewer in the amount of $64,574.42; and

WHEREAS, the Municipal Engineer by letter dated January 22, 2025 recommends paying the costs of this emergency work; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in an amount not to exceed $64,574.42.00 without authorization is authorized to Grabowski Construction, Inc. for emergency sanitary sewer construction to the

Township's sanitary sewer main located in front of No. 546 Valley Road;

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

Karen J. Carnevale, RMC, Municipal Clerk **Joe Krakoviak, Council President**

Adopted: January 28, 2025

I certify funds are available for this work from Account No. :
$65,574.42

John C. Ditinyak, Chief Financial Officer

GRABOWSKI

CONSTRUCTION, INC.

45-25

770 Northfield Avenue
West Orange, New Jersey 07052

Office 973-731-0111
Fax 973-731-6709

January 17, 2025

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

Re: Emergency Repair

Subject Matter: 456 Valley Road Sanitary Sewer Damage

Scope of Work:

Mobilized labor, equipment and material to repair section of 18" clay sanitary sewer pipe damaged by others.

Built manhole/catch basin to repair area of broken sanitary pipe to support lateral connection.

Repaired lateral connection.

Reconnected 4" homeowners lateral.

Paved roadway.

Total - $60,060.00

Police – Traffic Control $4,514.42

Total Cost of Repairs: $64,574.42

Submitted by,

Linda E Grabowski

Grabowski Construction, Inc

Invoice

Extra Duty Solutions
(203)-202-3991

Invoice Number:	X070.703834
Statement Date:	06-Jan-2025
Customer ID:	C017558
Location:	West Orange PD NJ
Account Manager:	973-568-8838
Terms:	NET30CCBK
Internal Ref Code:	1191419

BILL TO:
Grabowski Construction
770 Northfield Avenue
West Orange NJ 07052
United States of America

DATE	ITEM	LOCATION | TIME | OFFICER	QTY.	RATE	AMOUNT
01.02.25	Officer	01.02.25 - Mitchell St & Valley Rd; time: 08:00 - 16:30; officer: Herskovitz, N	8.50	96.38	819.23
01.02.25	Cruiser	01.02.25 - Mitchell St & Valley Rd; time: 08:00 - 16:30; officer: Herskovitz, N	1.00	216.15	216.15
01.03.25	Officer	01.03.25 - Mitchell St & Valley Rd; time: 08:00 - 14:30; officer: Dâ€™Ambola, T	6.50	96.38	626.47
01.03.25	Cruiser	01.03.25 - Mitchell St & Valley Rd; time: 08:00 - 14:30; officer: Dâ€™Ambola, T	1.00	2.79	2.79
01.03.25	Officer	01.03.25 - Mitchell St & Valley Rd; time: 14:30 - 18:00; officer: Demarco, Q	3.50	96.38	337.33
01.03.25	Cruiser	01.03.25 - Mitchell St & Valley Rd; time: 14:30 - 18:00; officer: Demarco, Q	1.00	1.50	1.50
01.04.25	Officer	01.04.25 - Mitchell St & Valley Rd; time: 08:00 - 16:00; officer: Forges, M	8.00	112.65	901.20
01.04.25	Cruiser	01.04.25 - Mitchell St & Valley Rd; time: 08:00 - 16:00; officer: Forges, M	1.00	3.44	3.44
01.05.25	Officer	01.05.25 - Valley Rd & Mitchell St; time: 10:30 - 17:00; officer: Bell, R	6.50	112.65	732.23
01.05.25	Cruiser	01.05.25 - Valley Rd & Mitchell St; time: 10:30 - 17:00; officer: Bell, R	1.00	2.79	2.79

Please detach the remittance slip below and return it with your payment.

REMITTANCE

Please make checks payable to Extra Duty Solutions and SBF:

Mail To :
Hart Halsey LLC d/b/a Extra Duty Solutions
P.O. Box 5129
Charlotte, N.C. 28299-5129

Invoice Number:	X070.703834
Statement Date:	06-Jan-2025
Customer ID:	C017558
Due Date:	NET30CCBK
BALANCE DUE:	$ 3,643.13

Please write your INVOICE number on your check.
This invoice is sold, assigned and payable to: Seacoast Business Funding.
TO PAY BY ACH: Seacoast Bank

ABA #: 067005158 Account #: 4407135871 SWIFT: SNBFUS3F

AMOUNT ENCLOSED: $.

[X070.703834] [C017558] [$3,643.13]

Continued...

EXTRA DUTY SOLUTIONS

Invoice

Extra Duty Solutions
(203)-202-3991

Invoice Number:	X070.703840
Statement Date:	13-Jan-2025
Customer ID:	C017558
Location:	West Orange PD NJ
Account Manager:	973-568-8838
Terms:	NET30CCBK
Internal Ref Code:	1193175

BILL TO:
Grabowski Construction
770 Northfield Avenue
West Orange NJ 07052
United States of America

DATE	ITEM	LOCATION | TIME | OFFICER	QTY.	RATE	AMOUNT
01.06.25	Officer	01.06.25 - Cancelled by Paul @0632 - Mitchell St & Valley Rd; time: 08:00 - 12:00; officer: Herskovitz, N	4.00	96.38	385.52
01.06.25	Cruiser	01.06.25 - Cancelled by Paul @0632 - Mitchell St & Valley Rd; time: 08:00 - 12:00; officer: Herskovitz, N	1.00	1.72	1.72
01.10.25	Officer	01.10.25 - Valley Rd & Mitchell St; time: 08:00 - 13:00; officer: Adames, E	5.00	96.38	481.90
01.10.25	Cruiser	01.10.25 - Valley Rd & Mitchell St; time: 08:00 - 13:00; officer: Adames, E	1.00	2.15	2.15

Processing Fee 0.00

BALANCE DUE: $ 871.29

Please pay this remaining balance. Thank you.

Please detach the remittance slip below and return it with your payment.

REMITTANCE

Please make checks payable to Extra Duty Solutions and SBF:

Mail To :
Hart Halsey LLC d/b/a Extra Duty Solutions
P.O. Box 5129
Charlotte, N.C. 28299-5129

Invoice Number:	X070.703840
Statement Date:	13-Jan-2025
Customer ID:	C017558
Due Date:	NET30CCBK
BALANCE DUE:	$ 871.29

Please write your INVOICE number on your check.
This invoice is sold, assigned and payable to: Seacoast Business Funding.
TO PAY BY ACH: Seacoast Bank

ABA #: 067005158 Account #: 4407135871 SWIFT: SNBFUS3F

AMOUNT ENCLOSED: $.

[X070.703840] [C017558] [$871.29]

46-25
January 28, 2025

RESOLUTION

WHEREAS, Wilentz, Goldman, & Spitzer, P.A. ("Counsel"), responded to the Township's Request for Qualifications for Bond Counsel pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Bond Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Bond Counsel at the rates and terms set forth therein; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

I hereby certify funds are available from Account No. _____

John C. Ditinyak, Chief Financial Officer

46-25

AGREEMENT FOR LEGAL SERVICES – BOND COUNSEL

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Bond Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Bond Counsel for the period January 1, 2025 through December 31, 2025, at the rates set forth and explained in **Exhibit "A,"** annexed hereto.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL'S responsibilities shall include all bond and other assigned matters.

4. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized

Resolution accompanied by a Certificate of Funds.

5. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

6. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

7. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract,

COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*)

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

_____ By:_____

EXHIBIT A

The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered or in connection with each bond sale, a fee of $3,500, plus $1.00 per thousand dollars of bonds issued for the first $15,000,000 of bond issued and $0.75 per thousand dollars of bond issued in excess of $15,000,000. If there is more than one (1) series of bonds issued, there will be an additional charge of $2,000 for each additional series. Time relating to the review of the Official Statement, the continuing disclosure document or other disclosure document will be billed at the hourly rates described in Section 3F below.

B. For services rendered in connection with the preparation of each bond ordinance a fee of $600. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

C. For services rendered in connection with each note sale not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing, a fee equal to the greater of $0.50 per thousand dollars of notes issued up to $15,000,000 of notes issued and $0.40 per thousand dollars of notes in excess of $15,000,000 or $1,000. If more than one series of notes are issued, there will be an additional charge of $500 for each such additional series. There will be a minimum fee of $2,000 for each note sale. If additional services are required, such as with issues involving advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates in effect when the services are performed.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of $1,000 shall be charged and based on the responsibility assumed and time involved may be billed the hourly rates described in Section 3F below. A fee of $500 shall be charged for arbitrage and tax analysis.

E. In the event of an advance refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of $5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates will be $135 per hour for paralegals and a blended rate of $215 per hour for attorneys. For services paid by escrows funded by redevelopers, the

hourly rate will be $375 for attorneys. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, attention to or services rendered with regard to any litigation that may occur or any legal question posed by the Township, tax work, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations and legal services, the preparation of the necessary documentation and reviewing and commenting upon all documentation in connection with any capital equipment lease financing or pooled loan financing undertaken by the Township through the ECIA and reviewing and commenting upon all ECIA documentation in connection with any financing undertaken by the Township through the ECIA.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, travel expenses, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the Township.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

47-25
January 28, 2025

RESOLUTION

WHEREAS, Fox Rothschild, LLP ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Special Labor Counsel for the purpose of representing the Township to complete the Appellate Division Appeal of New Jesey Civil Service Commission Determination; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Special Labor Counsel with a cap of $20,000; and it is further

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

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

Joe Krakoviak, Council President

Adopted: January 28, 2025

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

John Ditinyak, Chief Financial Officer

47-25

AGREEMENT FOR LEGAL SERVICES – LABOR AND EMPLOYMENT COUNSEL

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **FOX ROTHSCHILD, LLP**, Attorneys at Law of the State of New Jersey, located at 49 Market Street, Morristown, New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity of Labor and Employment Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor and Employment Counsel for the period January 1, 2025 through December 31, 2025 at an hourly rate of $225.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as regular mailing postage, copying, mileage, meals, or parking.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel may also seek reimbursement for certain limited administrative costs including costs related to legal research (i.e. Westlaw or Lexus charges) and overnight delivery charges (i.e. Fedex, UPS, etc.). Counsel will not incur any of these extraordinary expenses and/or limited administrative costs without the

express written approval of the applicable TOWNSHIP Department Head before these expenses are incurred.

4. COUNSEL'S responsibilities shall include all labor and other assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

FOX ROTHSCHILD, LLP

WITNESS:

_____ By:_____
KENNETH ROSENBERG, ESQ.

48-25
January 28, 2025

RESOLUTION

WHEREAS, Antonelli Kantor, P.C. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the period of January 1, 2025 to December 31, 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Labor Counsel at an hourly rate of $200 for attorneys and $85 for paralegals not to exceed $90,000; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into effective January 28, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2025 through December 31, 2025 at an hourly rate of $200.00 for attorneys and $85.00 for paralegals with a total expenditure of ninety thousand dollars ($90,000). This is in addition to the previously awarded contract for collective bargaining contractual negotiations not to exceed fifty thousand dollars ($50,000) per annum.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such

expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

ANTONELLI KANTOR RIVERA, P.C.

WITNESS:

By:_____

_____ RAMON E. RIVERA, ESQ.

49-25
January 28, 2025

RESOLUTION

WHEREAS, King, Moench & Collins LLP ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the period of January 1, 2025 to December 31, 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Labor Counsel at an hourly rate of $175.00 for partners and counsel; $150.00 for associates; and $85 for paralegals not to exceed $90,000; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

49-25

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into effective January 28, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **KING, MOENCH & COLLINS LLP**, located at 51 Gibraltar Drive, Suite 2F, Morris Plains, New Jersey 07950, County of Morris and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period January 1, 2025 through December 31, 2025 at an hourly rate of $175.00 for partners and counsel; $150.00 for associates and $85.00 for paralegals.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such

expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include legal representation of the Municipal Clerk for all labor matters assigned by the Business Administrator and/or the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

KING MOENCH & COLLINS LLP

WITNESS:

By:_____

_____ MATTHEW C. MOENCH, ESQ.

50-25
January 25, 2025

RESOLUTION

WHEREAS, the Township Council of the Township of West Orange ("Township") periodically sits as the Township Alcoholic Beverage Control Board ("ABC") with regard to authority to consider any and all violations of the ABC laws of the State of New Jersey; and

WHEREAS, the law firm of Antonelli Kantor, P.C., has provided professional services to the Township in connection with ABC matters; and

WHEREAS, Antonelli Kantor, P.C. provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Antonelli Kantor, P.C. has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

WHEREAS, the Law Department recommends retention of Antonelli Kantor, P.C. as as Special ABC Prosecutor for the Township; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Antonelli Kantor, P.C. as Special ABC Prosecutor at a rate of $165 per hour to prepare and prosecute any and all outstanding ABC charges and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

50-25

AGREEMENT FOR LEGAL SERVICES – SPECIAL ABC PROSECUTOR

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Special Alcoholic Beverage Control Board ("ABC") Prosecutor;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special ABC Prosecutor for the period January 1, 2025 through December 31, 2025 at an hourly rate of $165.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparing and prosecuting any and all outstanding ABC charges assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCRTNEY, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:

_____ By:_____

51-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

WHEREAS, the Township desires to appointment Fernando Marlin, Esq. as the Township's Public Defender for a one-year term; and

WHEREAS, Mr. Marlin has agreed to serve as the Township's Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit **"A."**

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Fernando Marlin, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of $350.00 per session and subject to the terms of the professional services agreement, annexed hereto as Exhibit **"A**;**"** and it is further

RESOLVED that Mr. Marlin's appoint shall run from January 1, 2025 until December 31, 2025; and it is further

RESOLVED that the within appointment is pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey; and it is further

RESOLVED that notice of this contract designation shall be available in accordance with the applicable laws.

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

Joe Krakoviak,
Council President

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

51-25

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE,** a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the "TOWNSHIP") and Fernando Marlin, Esq.**,** attorney at law of the State of New Jersey, with an office at 111 Northfield Avenue, Suite 300, West Orange, New Jersey 07052.

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Fernando Marin, Esq. ("Marin") as the municipal public defender commencing on January 1, 2025 and the Township agrees to pay Marin at a rate of Three Hundred Fifty Dollars ($350) per court session as an independent contractor ("Session Fee").

2. Marin shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than fifteen (15) days from the commencement of this Agreement, Marin shall provide to the Township a proof of professional malpractice insurance in the amount of not less than $500,000 per occurrence and $1,000,000 in the aggregate. Marin shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.

4. Marin is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Marin shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Marin shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire on December 31, 2025; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Marin agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Township agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Township, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Township, agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The Township shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be

requested by the Division of Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

FERNANDO MARIN, ESQ.

WITNESS:

_____ By:_____

52-25
January 28, 2025

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, Joseph M. Wenzel, Esq., currently serves as the Township's Municipal prosecutor; and

WHEREAS, the Law Department recommends the renewal of Mr. Wenzel's appointment to the position of Municipal Prosecutor for the calendar year 2025; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was subject to a fair and open process and is being awarded pursuant to N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Joseph M. Wenzel, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

52-25

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **JOSEPH M. WENZEL, ESQ.,** of Friend & Wenzel, LLC, located at 1000 Clifton Avenue, Suite 101, Clifton, County of Passaic and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, Counsel's currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of Joseph M. Wenzel as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2025 through December 31, 2025 at the rate of $1,000 per week. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in The Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount

specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the

Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

FRIEND & WENZEL, LLC

WITNESS:

_____ By:_____
JOSEPH M. WENZEL, ESQ.

53-25
January 28, 2025

RESOLUTION

WHEREAS, N.J.S.A. 2B:12-27 authorizes the governing body of a municipality to employ an attorney-at-law as a prosecutor to represent a municipality in any matter within the jurisdiction of a municipal court; and

WHEREAS, N.J.S.A. 2B:25-4 authorizes the governing body of a municipality to appoint a municipal prosecutor for a one-year term; and

WHEREAS, the Law Department recommends the appointment to the position of andry Belizaire, Esq. of Belizaire Law P.C. as Municipal Prosecutor for the calendar year 2025; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the Agreement for Retention of Prosecutor (the "Agreement") annexed hereto as **Exhibit "A"** is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law; and

WHEREAS, on the basis of the foregoing, the Agreement was not subject to a fair and open bidding process;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as **Exhibit "A,"** to continue to retain Landry Belizaire, Esq., for the position of Municipal Prosecutor on the terms and conditions set forth in therein and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

53-25

AGREEMENT FOR RETENTION OF PROSECUTOR

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **LANDRY BELIZAIRE, ESQ.,** of Belizaire Law P.C., located at 2 Broad Street, Suite 505, Bloomfield, New Jersey, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, Counsel's currently serves the TOWNSHIP as the Municipal Prosecutor for the TOWNSHIP; and;

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to re-appoint COUNSEL to the position of Prosecutor for the TOWNSHIP on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of Landry Belizaire, Esq. as Prosecutor to assist the Township in West Orange Municipal Court for the period January 1, 2025 through December 31, 2025 at the rate of $500 per session. COUNSEL shall be an independent contractor for all purposes. COUNSEL shall be responsible to comply with all tax and other obligations of the United States and New Jersey and the Supreme Court of New Jersey. COUNSEL shall not be entitled to any medical or other benefits, including but not limited to retirement benefits. COUNSEL shall comply with all provisions of the Rules of Professional

Conduct (RPCs) and other ethical requirements of the State of New Jersey and shall not appear or defend any client in the Superior Court of New Jersey, Essex County, Criminal Division or the West Orange Municipal Court.

2. COUNSEL will not seek nor be entitled to reimbursement for any costs and expenses such as postage, copying, mileage, meals, secretarial, parking, travel, telephone, faxes, computer usage, received or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of transcripts or hiring experts. Counsel will not incur any such expenses without the prior written approval of the Township Attorney.

4. COUNSEL's responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all criminal and related prosecutions in the Municipal Court of the Township and any appeals therefrom.

5. COUNSEL shall coordinate all efforts with the Township Attorney and keep him advised as to any matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to this Agreement shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Available Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this Agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount

specifically approved in the Resolution and Certificate of Available Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder and additional insured. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage. Failure to provide proof of insurance shall be grounds for termination.

9. COUNSEL shall be responsible for coverage of all sessions of the West Orange Municipal Court. To the extent that COUNSEL is ill or has an emergent matter before another Court, he shall be solely responsible to obtain timely coverage for all West Orange sessions at his sole cost and expense. Any attorney who handles any absences must be an Attorney at Law of the State of New Jersey in good standing with the same insurance coverage as COUNSEL. If COUNSEL misses three (3) or more consecutive sessions or a total of five (5) sessions during the term of this Agreement, the Township may terminate this Agreement.

10. The TOWNSHIP or COUNSEL may terminate this Agreement at any time in their sole discretion on thirty (30) days' written notice to the Municipal Clerk with a copy to the

Township Attorney. If terminated by COUNSEL, COUNSEL shall continue to provide services and cover all sessions during the 30-day termination period.

11. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

12. This Agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

BELIZAIRE LAW P.C.

WITNESS:

By:_____

_____ LANDRY BELIZAIRE, ESQ.

54-25
January 28, 2025

RESOLUTION

WHEREAS, the Souder Law Group, L.L.P. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the period of January 1, 2025 to December 31, 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Rent Leveling Board Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Rent Leveling Board Counsel at an hourly rate of $225 for attorneys; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

54-25

AGREEMENT FOR LEGAL SERVICES – RENT LEVELING BOARD ATTORNEY

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **SOUDER LAW GROUP**, **LLP**, located at 570 Broad Street, 15th Floor, Newark NJ 07102, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Rent Leveling Board ("RLB") Attorney;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Rent Leveling Board Attorney for the period January 1, 2025 through December 31, 2025 at an hourly rate of $225.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include preparing and conducting hearings and mediation of tenant and landlord petitions regarding the adjustment of rents under the Townships' rent leveling laws. COUNSEL will attend both regularly scheduled and unanticipated emergent RLB meetings and also provide legal guidance to the township RLB in relevant matters as requested assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will

be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCRTNEY, MAYOR

SOUDER LAW GROUP, LLP

WITNESS:

_____ By:_____

55-25
January 28, 2025

RESOLUTION

WHEREAS, Florio Kenny Raval, L.L.P., ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the period of January 1, 2025 to December 31, 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Special Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Special Counsel at an hourly rate of $175 for attorneys and a retainer of $25,000; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

55-25

AGREEMENT FOR LEGAL SERVICES – SPECIAL COUNSEL

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **FLORIO KENNY RAVAL, LLP**, located at 125 Chub Avenue, Suite 310-N, Lyndhurst, NJ 07071, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Special Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Counsel for the period January 1, 2025 through December 31, 2025 at an hourly rate of $175.00 and a retainer of $25,000.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include assisting the Township with any and all legal matters that which there is a conflict of interest precluding the Township Attorney or Assistant Township Attorney to handle and other services contemplated in Township Ordinance § 2-6.4.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCRTNEY, MAYOR

FLORIO KENNY RAVAL, LLP

WITNESS:

_____ By:_____

56-25
January 28, 2025

RESOLUTION

WHEREAS, Antonelli Kantor, P.C. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Counsel has agreed to provide professional services for the period of January 1, 2025 to December 31, 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Special Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Special Counsel at an hourly rate of $165 for attorneys; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

56-25

AGREEMENT FOR LEGAL SERVICES – SPECIAL COUNSEL

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, hereinafter referred to as "COUNSEL", party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Special Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Special Counsel for the period January 1, 2025 through December 31, 2025 at an hourly rate of $165.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include assisting the Township with any and all legal matters that which there is a conflict of interest precluding the Township Attorney or

Assistant Township Attorney to handle and other services contemplated in Township Ordinance § 2-6.4.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCRTNEY, MAYOR

ANTONELLI KANTOR, P.C.

WITNESS:

_____ By:_____

57-25
January 28, 2025

RESOLUTION

WHEREAS, Ellen O'Connell, Esq. of Price, Meese, Shulman & D'Arminio, PC ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025 for appointment as the Township's Hearing Officer; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Hearing Officer; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto as Exhibit **"A;"** to retain Counsel to provide services as Hearing Officer at an hourly rate of $185.00; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

57-25

AGREEMENT FOR LEGAL SERVICES – HEARING OFFICER

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ELLEN O'CONNELL, ESQ. OF PRICE, MEESE, SHULMAN & D'ARMINIO, PC**, Attorneys at Law of the State of New Jersey, located at 50 Tice Boulevard, Suite 380, Woodcliff Lake, New Jersey 07677, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Hearing Officer;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Hearing Officer for the period January 1, 2025 through December 31, 2025 at an hourly rate of $185.00.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL's responsibilities shall include all hearings and personnel matters assigned.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall provide detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days

subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

PRICE, MEESE, SHULMAN & D'ARMINIO, PC

WITNESS:

_____

By:_____
ELLEN O'CONNELL, ESQ.

58-25
January 28, 2025

RESOLUTION

WHEREAS, Wilentz, Goldman & Spitzer, P.A. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025 for appointment as Redevelopment Counsel; and

WHEREAS, Counsel has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Redevelopment Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Counsel to provide services as Redevelopment Counsel; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – REDEVELOPMENT COUNSEL

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **WILENTZ, GOLDMAN & SPITZER, P.A.**, Attorneys at Law of the State of New Jersey, located at 90 Woodbridge Center Drive, Woodbridge, New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Redevelopment Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Redevelopment Counsel for the period January 1, 2025 through December 31, 2025 at the following rates:

   a. Services rendered to the TOWNSHIP shall be billed at the blended hourly rate of $215 for attorneys and $135 for paralegals. In the event that COUNSEL is required to represent the TOWNSHIP in litigation/dispute resolution matters, the blended hourly rate shall be the same.

   b. Services rendered to the TOWNSHIP, the cost of which are reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the TOWNSHIP, shall be billed at the

blended hourly rate of $345 for attorneys and $180 for legal assistants. In addition to the hourly time charges described above, COUNSEL will be reimbursed for out-of-pocket expenses.

2. COUNSEL will not seek reimbursement from the TOWNSHIP for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement from the TOWNSHIP for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all preparation, advice, and paperwork for purchases and/or sales of property by the Township, pre-trial preparation, discovery and trial, to the extent necessary, for all assigned matters.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the

amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*)

12. **IN WITNESS WHEREOF,** the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

WILENTZ, GOLDMAN & SPITZER, P.A.

WITNESS:

_____ By:_____

59-25

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RESOLUTION

WHEREAS, Blau and Blau has provided professional services to the Township of West Orange in connection with commercial real estate tax appeals since September 2012; and

WHEREAS, Blau and Blau provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Blau & Blau has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

WHEREAS, the Law Department recommends retention of Blau & Blau as special counsel to the Township for the purpose of representing the Township in commercial real estate tax appeals; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Blau and Blau for the provision of commercial real estate tax appeal in accordance with Exhibit **"A"**, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

Deleted: services on a flat fee basis of $6,000 per month

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

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¶
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Deleted: JOHN C. DITINYAK, CFO

59-25

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AGREEMENT FOR COMMERCIAL REAL ESTATE TAX APPEALS

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **BLAU & BLAU**, Attorneys at Law of the State of New Jersey, located at 223 Mountain Avenue, Springfield, New Jersey 07081, hereinafter referred to as "COUNSEL," party of the second part.

Deleted: ____

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with commercial real estate tax appeals on a flat fee basis;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Blau & Blau, as Special Counsel to assist the Township in connection with commercial real estate tax appeals for the period January 1, 2025 through December 31, 2025 at a flat rate of $6,000 per month **for the first forty (40) cases filed in 2025 and each additional case at a rate of $1,500 per case. There will be an hourly rate of $150 per hour for trials, including pre-trial preparation and post-trial work.**

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2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all commercial real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township. Counsel's responsibilities do not include preparation or appearance for matters pending or commenced at the County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. **Prosecution of Appeals for the Township (Reverse Appeals).**

COUNSEL shall have the right to file tax appeals for the Township on a contingent fee basis of one-third of the money obtained for the Township from cases filed during the term of the contract. COUNSEL will be responsible for all costs associated with filing the affirmative appeals including but not limited to:

A) Filing fees;
B) Appraisal fees:
C) Copying, postage, delivery services, preparation of trial exhibits, etc.

It is contemplated that COUNSEL will recommend appeals on properties and will not be obligated to file an appeal unless it believes the property is substantially under-assessed. It is contemplated that COUNSEL will recommend settlement of the Affirmative Appeals from time to time as COUNSEL may deem appropriate. In the event that the Township refuses to accept COUNSEL's recommendation to settle a matter, the Township shall be responsible for payment of the contingent fee based upon the recommendation and reimbursement of COUNSEL's actual out of pocket expenses related to that Affirmative Appeal.

7. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts

relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

8. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

BLAU & BLAU

WITNESS:

_____

By:_____
CHARLES E. BLAU, ESQ.
For the Firm

60-25
January 28, 2025

A RESOLUTION APPROVING PROPOSAL FROM CME ASSOCIATES FOR ENVIRONMENTAL SERVICES AT THE PROPERTY LOCATED AT 25 LAKESIDE AVENUE FOR GROUNDWATER MONITORING, SAMPLING AND NJDEP REPORTING NTE $83,800.00

WHEREAS, on December 6, 2024, the Township of West Orange (the "Township") received a proposal from CME Associates ("CME") to perform environmental services at: 25 Lakeside Avenue, West Orange, New Jersey, also known as Block 115 Lot 16 on the Township of West Orange Tax Map; and

WHEREAS, the retention of a Licensed Site Remediation Professional (LSRP) to conduct the monitoring and sampling of groundwater is required for the work at the Department of Public Works complex located at 25 Lakeside Avenue, West Orange, New Jersey; and

WHEREAS, the proposal reflects the scope of work required for four rounds to be conducted in a quarterly basis to monitor the wells and groundwater sampling in accordance with the Department of Environmental Protection (NJDEP) including the preparation of deliverables and submission to NJDEP; and

WHEREAS, the scope of the work is required to address and satisfy the requirements stated in the Notice of Technical Deficiency dated April 14, 2021 issued by the (NJDEP); and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township accepts the proposal from CME attached herein as Exhibit **"A,"** not to exceed $83,800.00 to complete the scope of work;

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

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

Joe Krakoviak
Council President

Adopted: January 28, 2025

I hereby certify funds are available from

ACCOUNT NO.

2021 Capital Budget
Account #03-2662-21-0100-010
$83,800.00

John C. Ditinyak, Chief Financial Officer

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

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

60-25

CME ASSOCIATES

December 6, 2024

Zayibeth Carballo
Director, Municipal Engineer
Department of Engineering Township of West Orange
25 Lakeside Avenue, West Orange, NJ 07052
zcarballo@westorange.org

James Abbott
Interim Business Administrator
66 Main Street
West Orange, NJ 07052
policechief@wopd.org

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

Dear Ms. Carballo:

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

The proposed scope of work is prepared to complete and satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements stated in the Notice of Technical Deficiency, dated April 14, 2021. The scope of work is required based on the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C) and the Technical Requirements for Site Remediation (Tech Rule, N.J.A.C. 7:26E), in accordance with New Jersey's Site Remediation Reform Act (SRRA).

The scope of work is required to complete the required groundwater sampling per the Monitored Natural Attenuation guidance document, it is recommended that 8 rounds of sampling be collected to support MNA following the completion of excavation. A recent NJDEP Form was released and included a request to conduct eight (8) consecutive quarterly groundwater sampling that demonstrates decreasing trend in contaminants' concentration as a requirement to propose

Monitored Natural Attenuation (MNA) as an effective Ground Water Remedial Action for the site. (N.J.A.C. 7:26C-7.5(c)3i). Four quarterly sampling events were completed (were included in the previous proposal), therefore four (4) additional rounds are required by the NJDEP Regulations.

BACKGROUND

A groundwater and soil delineation program and additional groundwater investigations were implemented at the Site to evaluate the impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge. Based on analytical results, it appeared that benzene, toluene, ethylbenzene, and xylenes (BTEX), methyl tertiary butyl ether (MTBE) and lead are the contaminants of concern in the groundwater. Furthermore, it appeared that the contamination plume originated in the vicinity of the UST and migrated along the general direction of groundwater flow which was determined to be easterly towards the nearby Brook.

Two additional wells MW-11 and MW-12 were installed to complete delineation of the horizontal extent of gasoline impacts in the eastern direction as required in the NJDEP Notice of Technical Deficiency, dated April 14, 2021.

The NJDEP required the removal of impacted soil that acts as a source of groundwater contamination. Excavation and backfilling activities at the West Orange DPW were completed on November 29 and 30, 2022 by Environmental Management Associates, Inc. (EMA) of Farmingdale, NJ. The excavation area was located based on the previous soil sampling analytical results that identified the limits of the impacted soil at the source area. The remedial action goal is the removal of impacted soil that acts as a source of groundwater contamination at a limited area located to the south-west of the former location of the UST and close to the pump island.

MW-1 was abandoned and we re-installed MW-1R after completing the excavation. The monitoring wells sampling was conducted to monitor the effectiveness of the remedial action. A re-bound in benzene concentration levels was noticed in MW-1R (located at the edge of the pump island) as it was not possible to extend the excavation beyond the edge of the concrete pad.

SCOPE OF SERVICES

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

Task 1: Monitoring Well Gauging & Sampling (Quarterly- Four Rounds)

Perform four quarterly groundwater sampling events at the Site. Collect samples from all the existing monitoring wells (MW-1 through MW-12). Groundwater samples will be obtained in accordance with the NJDEP Field Sampling Procedures Manual (August 2005). Groundwater samples will be analyzed for TCL VO+15, and TBA.

A QA/QC plan consisting of field and trip blank samples will be incorporated into the sampling program. Purged groundwater will be containerized in drums and disposed off-site at an approved disposal facility.

All sampling and monitoring will be performed according to the methodology specified in the most current edition of the Department's Field Sampling Procedures Manual. All samples will be analyzed by a New Jersey Certified Laboratory except those field-determined parameters specified in the monitoring program established pursuant to the oversight document.

Task 2: Reporting and Management

<u>CEA and GW remedial Action Permit</u>

Based on the previous sampling results and the results of the proposed additional Four quarterly sampling events, CME will establish fate and transport modeling to evaluate the extent of dissolved groundwater impacts (plume) and to compare the degradation predictions to existing data.

CME will prepare and submit a Revised CEA Fact Sheet Application and prepare a groundwater remedial action permit pursuant to the Administrative Requirements for Remediation of Contaminated Sites (ARRCS Rule, N.J.A.C. 26:C).

The CEA application will be submitted with a Groundwater Remedial Action Permit for natural attenuation as the remedial action for the groundwater impacts related to the UST discharge at the Site, a Groundwater Remedial Action Permit Application will be prepared and submitted

with NJDEP permit application fee of **$805**; this Fee is included in the cost for the previous proposal.

Remedial Action Report (RAR)

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

Based upon the results of the fate and transport modeling, a Groundwater Remedial Action Permit Application with NJDEP permit application fee of $990 - GW Remedial Action – Natural Attenuation Permit Application will be submitted to the NJDEP and included in this proposal.

CME will prepare updated Receptor Evaluation form, a Health and Safety Plan (HSP) and Quality Assurance Project Plan (QAPP) that are required to be submitted with the RAR.

Proposed Budget

The budget for completion of the proposed scope of work is **$83,800** as indicated in the following table:

Task	**Cost**
Task 1- Monitoring Well Gauging & Sampling- (Quarterly- Four Rounds)	$ 54,650
Task 2 - Reporting and Management	$ 29,150
Total	**$ 83,800**

The proposed budget includes approximately **$33,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in

accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

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

SPECIAL CONDITIONS FOR LSRP SERVICES

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

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

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP
Senior Vice President

Enclosure

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

61-25
January 28, 2025

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO A DUPLICATE PAYMENT OF TAX AND/OR SEWER CHARGE

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate/overpayment the sewer payment

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

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

Block	Lot	Name & Address	Amount
106	24.01	Waystone Realty, LLC 40 Eagle Ridge Way West Orange, NJ 07052	$1,000.00
172.14	9	Eleni C. Michael 521 Mt Pleasant Avenue West Orange, NJ 07052	$ 412.89

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

Joe Krakoviak,
Council President

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

62-25
January 28, 2025

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REBATE PAYMENT TO THE LISTED TAXPAYER PURSUANT TO FINAL JUDGMENT BY THE ESSEX COUNTY BOARD OF TAXATION

WHEREAS, final judgment on tax appeals has been rendered by the Essex County Board of Taxation on the petitions of the taxpayers listed

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

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

Block	Lot	Qual	Name & Address	Amount
82.03	9		Robert Gawley 153 Bowden Road Cedar Grove, NJ 07009	$2,610.84
169.02	2	C0018	Linda Schupper 23 Fredericks Street West Orange, NJ 07052	$ 195.17

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

Joe Krakoviak,
Council President

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

63-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, pursuant to N.J.S.A. 40:69A-43 and Township Ordinance Section 2-9.1 the Mayor shall appoint a Township Attorney to serve during the term of office for the Mayor appointing the Township Attorney subject to the Council's advice and consent; and

WHEREAS, on or about November 12, 2024, the Township advertised a request for proposal for the position of Township Attorney and Assistant Township Attorney; and

WHEREAS, on December 3, 2024, the Township received various responses which included resumes; and

WHEREAS, the Mayor and senior administration officials interviewed the candidates for the position of Township Attorney; and

WHEREAS, on December 31, 2024, the Mayor submitted three (3) names to the Township Council for consideration for approval as Township Attorney; and

WHEREAS, on January 6, 2025, Township Attorney Richard D. Trenk, Esq. of Trenk Isabel Siddiqi & Shahdanian P.C. submitted his retirement subject to the appointment of a new Township Attorney and a reasonable transition in the best interests of the Township; and

WHEREAS, the Mayor and senior administration have offered to coordinate and organize interviews of the Mayor's three (3) recommendations for the position of Township Attorney; and

WHEREAS, the Mayor submits Edward J. Florio, Esq. of Florio Kenny Raval LLP to serve as the new Township Attorney based upon his substantial experience and knowledge of

municipal law;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor's appointment of Edward J. Florio, Esq. of Florio Kenny Raval LLP as the new Township Attorney be and is hereby approved in accordance with the Township Council's advice and consent role.

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John C. Ditinyak, Chief Financial Officer

64-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, pursuant to N.J.S.A. 40:69A-43 and Township Ordinance Section 2-9.1 the Mayor shall appoint a Township Attorney to serve during the term of office for the Mayor appointing the Township Attorney subject to the Council's advice and consent; and

WHEREAS, on or about November 12, 2024, the Township advertised a request for proposal for the position of Township Attorney and Assistant Township Attorney; and

WHEREAS, on December 3, 2024, the Township received various responses which included resumes; and

WHEREAS, the Mayor and senior administration officials interviewed the candidates for the position of Township Attorney; and

WHEREAS, on December 31, 2024, the Mayor submitted three (3) names to the Township Council for consideration for approval as Township Attorney; and

WHEREAS, on January 6, 2025, Township Attorney Richard D. Trenk, Esq. of Trenk Isabel Siddiqi & Shahdanian P.C. submitted his retirement subject to the appointment of a new Township Attorney and a reasonable transition in the best interests of the Township; and

WHEREAS, the Mayor and senior administration have offered to coordinate and organize interviews of the Mayor's three (3) recommendations for the position of Township Attorney; and

WHEREAS, the Mayor submits Gregg F. Pastor, Esq. of Gregg F. Pastor & Associates to serve as the new Township Attorney based upon his substantial experience and knowledge of

municipal law;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor's appointment of Gregg F. Pastor, Esq. of Gregg F. Pastor & Associates as the new Township Attorney be and is hereby approved in accordance with the Township Council's advice and consent role.

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John C. Ditinyak, Chief Financial Officer

65-25
January 28, 2025

RESOLUTION

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, pursuant to N.J.S.A. 40:69A-43 and Township Ordinance Section 2-9.1 the Mayor shall appoint a Township Attorney to serve during the term of office for the Mayor appointing the Township Attorney subject to the Council's advice and consent; and

WHEREAS, on or about November 12, 2024, the Township advertised a request for proposal for the position of Township Attorney and Assistant Township Attorney; and

WHEREAS, on December 3, 2024, the Township received various responses which included resumes; and

WHEREAS, the Mayor and senior administration officials interviewed the candidates for the position of Township Attorney; and

WHEREAS, on December 31, 2024, the Mayor submitted three (3) names to the Township Council for consideration for approval as Township Attorney; and

WHEREAS, on January 6, 2025, Township Attorney Richard D. Trenk, Esq. of Trenk Isabel Siddiqi & Shahdanian P.C. submitted his retirement subject to the appointment of a new Township Attorney and a reasonable transition in the best interests of the Township; and

WHEREAS, the Mayor and senior administration have offered to coordinate and organize interviews of the Mayor's three (3) recommendations for the position of Township Attorney; and

WHEREAS, the Mayor submits Joseph M. Wenzel, Esq. of Friend & Wenzel to serve as the new Township Attorney based upon his substantial experience and knowledge of municipal

law;

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor's appointment of Joseph M. Wenzel, Esq. of Friend & Wenzel as the new Township Attorney be and is hereby approved in accordance with the Township Council's advice and consent role.

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

I hereby certify funds are available from Account No.: 01-2010-00-7101-200

John C. Ditinyak, Chief Financial Officer

66-25
January 28, 2025

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RESOLUTION

WHEREAS, the law firm of Bourne, Noll & Kenyon, principally Ed Matthews, Esq., has provided professional services to the Township of West Orange in connection with residential real estate tax appeals since January 2013; and

WHEREAS, Bourne, Noll & Kenyon provided responses to the Township's Request for Qualifications pursuant to a fair and open process for the year 2025; and

WHEREAS, Bourne, Noll & Kenyon has agreed to provide professional services for the calendar year 2025, pursuant to the terms and conditions set forth in the agreement annexed hereto as **Exhibit "A;"** and

WHEREAS, the Law Department recommends retention of Bourne, Noll & Kenyon as special counsel to the Township for the purpose of representing the Township in residential real estate tax appeals; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

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 Bourne, Noll & Kenyon for the provision of residential real estate tax appeal services in accordance with Exhibit **"A"** and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and it is further

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

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak,** **Council President**

Adopted: January 28, 2025

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

John C. Ditinyak, Chief Financial Officer

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66-25

AGREEMENT FOR NON-COMMERCIAL REAL ESTATE TAX APPEAL SERVICES

THIS AGREEMENT made and entered into on this 28th day of January, 2025 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **EDWIN MATTHEWS, ESQ.** of **BOURNE NOLL & KENYON** ("Bourne Noll & Kenyon"), Attorneys at Law of the State of New Jersey, located at 382 Springfield Avenue, Summit, New Jersey 07901, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the Township has determined that it is in the best interests of the Township to retain the services of Special Counsel to represent the Township in connection with residential real estate tax appeals on a flat fee basis;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Bourne Noll & Kenyon, as Special Counsel to assist the Township in connection with residential real estate tax appeals for the period January 1, 2025 through December 31, 2025 at a flat fee of $3,250 per month **plus an additional $500 per Tax Board Hearing in excess of five (5) for the term of this Agreement. Any non-residential appeals, including commercial appeals shall be billed at $150 per hour for attorney time, and $110 per hour for paralegal time.**

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

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3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such expenses without the approval of the Township Attorney.

4. COUNSEL'S responsibilities shall include all pre-trial preparation, discovery and trial, to the extent necessary, for all residential real estate tax appeals pending or commenced in the Tax Court of New Jersey against the Township and preparation and appearance for matters pending or commenced at the Essex County Board of Taxation.

5. COUNSEL shall coordinate all efforts with the Tax Assessor and keep the Tax Assessor and Township Attorney fully apprised concerning all matters.

6. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the Township, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body passes a duly authorized Resolution accompanied by a Certificate of Funds.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the Township shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

8. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

10. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

Dated: Dated:

WITNESS:

_____

Dated:

BOURNE NOLL & KENYON

By:_____
EDWIN R. MATTHEWS, ESQ.
For the Firm

Dated:

67-25
January 28, 2025

A RESOLUTION APPROVING THE DEPARTMENT OF COMMUNITY AFFAIRS CALCULATION OF REGIONAL NEED FOR AFFORDABLE HOUSING FOR FOURTH ROUND OBLIGATION

WHEREAS, pursuant to N.J.S.A. 52:27D-301 et seq., the New Jersey Department of Community Affairs ("Department") conducted a calculation of regional need and municipal present and prospective obligations in accordance with the formulas established in sections 6 and 7 of P.L. 2024, c.2; and

WHEREAS, the Department calculated a statewide allocation consisting of a present need of 65,410 and a prospective need of 84,698 for a total of 150,108 affordable housing units; and

WHEREAS, the Department calculated a present need of 409 affordable housing units and prospective need of 660 affordable housing units for West Orange Township, Essex County, State of New Jersey for the fourth round; and

WHEREAS, West Orange Township's third round obligation consisted of a present need of 305 affordable housing units and a prospective need (Third Round (1999-2025) Obligation, as adjusted through the settlement agreement) of 954 affordable housing units; and

WHEREAS, on May 6, 2020 West Orange Township executed a settlement agreement regarding affordable housing in the matter docketed In re Township of West Orange, docket no. ESX-L-4697-15; and

WHEREAS, the West Orange Township requested and received a vacant land adjustment resulting in a realistic development potential (RDP) of 421 affordable housing units and an unmet need of 533 affordable housing units; and

WHEREAS, West Orange Township continues to lack sufficient resources to address the 660 prospective need and will continue to seek a vacant land adjustment; and

WHEREAS, West Orange Township has reviewed the fourth round of affordable housing obligations, calculations in the report and calculations prepared by the Department; and

WHEREAS, West Orange Township accepts the present need of 409 and the prospective need of 660; and

WHEREAS, the Department has given each municipality until January 1, 2025 to adopt binding municipal resolution accepting their prescribed obligation numbers, or alternatively describe why the numbers provided should be adjusted and what the adjusted number should be; and

NOW THEREFORE BE IT RESOLVED that the Governing Body of West Orange Township, Essex County, State of New Jersey, hereby accepts the Department's calculation consisting of a present need of 409 and the prospective need of 660 for its fourth-round obligation; and

BE IT FURTHER RESOLVED that West Orange Township will rely on its previous court approved vacant land adjustment towards addressing the fourth-round prospective need of 660; and

BE IT FURTHER RESOLVED that the Governing Body of West Orange Township pursuant to the provisions of N.J.S.A. 52:27D-301 et seq. submits this binding establishing a present need of 409 and the prospective need of 660 for its' fourth-round obligation.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Joe Krakoviak, Council President**

Adopted: January 28, 2025

2888-25

AN ORDINANCE AMENDING CERTAIN TERMS IN CHAPTER 5 SECTION 35 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 5 hereby is and amended and supplemented to incorporate changes of the term "sexual preference" to "sexual orientation, gender identity, and gender expression" as follows:

I. CHAPTER 5, SECTION 35.4 BE AND HEREBY IS AMENDED AS FOLLOWS:

§ 5-35.4—Permit Required, Nondiscrimination:

a. No event as defined in this section shall be advertised or held unless a permit for such event has been issued.
b. In granting or denying permits, the Township will not discriminate on the basis of age, sex, gender identity, gender expression, sexual orientation, race, creed, religion, or national origin the content of the speech or the identity of the speaker(s).

II. CHAPTER 5, SECTION 35.18 BE AND HEREBY IS AMENDED AS FOLLOWS:

§ 5-35.18— Special Event Miscellaneous Provisions.

a. The Business Administrator shall not process more than one special event permit for any one twenty-four-hour period (12:01 a.m. to 12:00 midnight) unless approved by the Mayor or his/her designee. Where more than one special event application is received for the same date, the application received first will be considered first and the subsequent applicant will be notified to reschedule due to the conflicted date.

b. No permit shall be issued to any applicant who unlawfully discriminates based on age, sex, gender identity, gender expression, sexual orientation, race, creed, religion, or national origin for an event sponsored by an organization which so discriminates. All applicants shall submit to the Business Administrator's office a sample of any and all advertisements for said event, at least 14 days prior to said event and as they occur in the days leading up to the event.

III. SEVERABILITY, REPEALER, AND EFFECTIVE DATE:

a. Severability—Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause

and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

b. Repealer—All other ordinances or parts of ordinances inconsistent with this section are hereby repealed.

c. Effective Date—This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

SUSAN MCCARTNEY, MAYOR

JOE KRAKOVIAK,
COUNCIL PRESIDENT

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

INTRODUCED: January 6, 2025

ADOPTED: January 28, 2025

Legislative History

The Township of West Orange has amended certain outdated terms such as “sexual preference” and has replaced the same with sexual orientation, gender identity, and gender expression.

2889-25

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

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the Speed Limit on Kelly Drive a Township Road, be established at 25 miles per hour, which will result in a consistent speed limit for residential neighborhoods pursuant to N.J.A.C. 5:21-4.20 and N.J.S.A. 39:4-8(b) as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to establish a Speed Limit of 25 Miles per hour on Kelly Drive between Mount Pleasant Avenue (N.J. Route 10) and Haggerty Drive, a Township Road, pursuant to N.J.A.C. 5:21-4.20 and N.J.S.A.39:4-8(b).

Section 2. Subsection 7-29.1, Speed Limits, General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39: 4-197 (1a) *(italic type denotes deletion,* **bold type denotes addition**):

Name of Street	Direction	Speed Limit	Location
Kelly Drive	**Both**	**25 MPH**	**From Mount Pleasant Avenue to Haggerty Drive**

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

Section 4. All Other Ordinances or parts of Ordinances inconsistent with this Ordinance

are hereby repealed.

Section 5. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars ($50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

Section 6. Regulatory and warning signs, conforming to the current Manual on Uniform Traffic Control Devices (MUTCD), shall be erected and maintained to effect the above-designated speed limit.

Susan McCartney, Mayor

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

Joe Krakoviak, Council President

Introduced : January 28, 2025

Adopted : February 11, 2025

Legislative History

The Ordinance amends the Traffic Regulations of the Township, and establishes a Speed Limit of 25 miles per hour (MPH) on Kelley Drive. Based on local residents' requests and Stat Track data provided by the Traffic Division of the West Orange Police Department, the Municipal Engineer determined the need for reduced traffic speeds in the area.

2890-25

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 25 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE BANNING "POP-UP" PARTIES

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25 hereby is and amended and supplemented to add a new section governing "pop-up" parties as defined herein within the Township of West Orange:

§ 1—Scope and Purpose:

a. The Township of West Orange (the "Township") has received numerous complaints from residents in various neighborhoods throughout the Township regarding parties, events, and/or gatherings wherein the attendees of the events have purchased tickets or wristbands for entry into residential homes within the Township. The purpose of this Section is to provide recourse for the Township if such "pop-up" parties (defined herein) occur in the future and to put the public on notice that the same are prohibited as a health and safety concern for the general welfare of the public.

§ 2—Definitions:

"Advertisement" shall be defined for the purposes of this Ordinance to include the creation of any flyer, social media posting, text message, or other form of electronic or other communication soliciting guests to a residential home for payment of any amount.

"Pop-Up Party(ies)" shall be defined as a party for profit including any event and/or gathering occurring in a residential home, apartment or other location (excluding commercial establishments such as licensed restaurants, bars, or other event halls where such activity is permitted) whereby the owner, occupant and/or operator of the residence solicits or advertises the use their residence for an event, party, or gathering and where the guests are subject to payment for tickets, wristbands, or other mode of entry into the residence, or for food, alcoholic or non-alcoholic beverages.

§ 3—Prohibitions:

a. Any person, owner, occupant, or operator of a residence located in the residential zoning district of the Township of West Orange shall be prohibited from advertising or otherwise soliciting monies for entry into their home, food, or beverages to attend any Pop-Up Party as defined herein.

b. Any person who rents or otherwise loans their property in the residential district of the Township of West Orange to a person for a Pop-Up Party is in violation of this Ordinance.

c. Any person who creates, submits, or otherwise posts an Advertisement for a Pop-Up Party shall be considered in violation of this Ordinance and the same shall be considered a separate violation under this Ordinance, subject to the penalties provided for herein.

d. Exemptions: Activities, gatherings, or other events that may constitute a Pop-Up Party under this Ordinance shall be exempted where the proceeds for the same shall be used for

any bona fide charitable organization licensed in the State of New Jersey and/or for political contributions to any bona fide local, state, or federal campaign which has been properly registered with the appropriate authority.

§ 4—Enforcement

a. The Township Police Department, the Township Health Department, the Township Zoning Official, the Township Fire Department, their agents, employees, officers, or assigns shall have the power to enforce the provisions of this Ordinance.

§ 5—Penalties:

a. All penalties for violation of any provision of this section shall be governed by the provisions of Section **1-5** et seq. of the Revised General Ordinances of the Township of West Orange.

§ 6—Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

§ 7—Repealer.

All other ordinances or parts of ordinances inconsistent with this section are hereby repealed.

§ 8—Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Susan McCartney, Mayor

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

Joe Krakoviak, Council President

Introduced : January 28, 2025

Adopted : February 11, 2025

Legislative History

The Township of West Orange (the "Township") has received numerous complaints from residents in various neighborhoods throughout the Township regarding parties, events, and/or gatherings wherein the attendees of the events have purchased tickets or wristbands for entry into residential homes within the Township. The purpose of this Section is to provide recourse for the Township if such "pop-up" parties occur in the future and to put the public on notice that the same are prohibited as a health and safety concern for the general welfare of the public.

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SUBSECTION 61, PEDESTRIAN SAFETY ADVISORY BOARD OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE ESTABLISHING A COMPLETE AND GREEN STREETS ADVISORY COMMITTEE AND CREATING A COMPLETE AND GREEN STREETS POLICY

WHEREAS, safe, convenient, accessible, equitable, healthy, and environmentally and economically beneficial transportation for all users is a priority of the **Township of West Orange** and

WHEREAS, Complete and Green Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, The **Township of West Orange** established a Complete Streets Policy by adopting Resolution No. 13-02 executed by Planning Board Secretary on the 9th day of July 2013; and

WHEREAS, the Mayor and Council wishes to amend and add to its Complete Streets policy with a new Complete and Green Streets Policy to allow for safe, accessible, and convenient travel, reducing serious injuries and fatalities for all users of the roadway; and

WHEREAS, "all users" include motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, persons with disabilities, older adults, and residents of Priority Communities; and

WHEREAS, Complete and Green Streets allows for multiple modes of travel, aside from personal automobiles, so that those who are unable to drive, who cannot afford a car, or choose to reduce their car usage may travel by transit, by bicycle, or on foot safely; and

WHEREAS, Complete and Green Street policies support the goals of the **Township of West Orange** master plan and supporting elements; and

WHEREAS, New Jersey is federally designated as a Pedestrian and Bicycle Safety Focus State due to high numbers of pedestrian/bicycle-involved fatalities, and New Jersey's pedestrian fatality rate continues to significantly exceed the national average; and

WHEREAS, traffic crashes are preventable and the only acceptable number of traffic deaths for the **Township of West Orange** is zero; and

WHEREAS, Complete Streets that incorporate sustainable Green Streets design elements, such as green stormwater infrastructure, traffic calming treatments, shade trees, and the use of recycled materials, protect and create a healthier natural and social environment, improve air and water quality, and reduce localized flooding; and

WHEREAS, Complete and Green Streets implementation enhances access to local businesses, encourages reinvestment, increases property values and employment, and stimulates private investment, especially in retail districts, downtowns, and tourist areas; and

WHEREAS, Complete and Green Streets encourage an active lifestyle through increased physical activity, social connectivity, and sense of community belonging, thereby lowering risk of obesity, reducing chronic disease, improving mental health, and promoting wellness; and

WHEREAS, Complete and Green Streets implementation provides the opportunity to enhance the historic character of our communities and our understanding of our shared history in a way that promotes the economic and social vitality of our communities and should be considered in the design of infrastructure improvements; and

WHEREAS, procedures should be implemented that ensure fair treatment, equitable funding and resource distribution, and meaningful involvement of all communities in all phases from selection, planning, and design to construction and long-term maintenance; and

WHEREAS, a balanced and flexible transportation system where all people can easily and safely walk and bicycle to everyday destinations — such as schools, shops, restaurants, businesses, parks, transit, and jobs — enhances neighborhood economic vitality and livability; and

WHEREAS, low- and moderate-income areas, whether in rural, urban, or suburban communities, are typically the least safe for pedestrians and bicyclists, especially for children walking and biking to school, due to long-standing infrastructure disparities and higher concentration of streets with faster-moving and higher-volume traffic; and

WHEREAS, implementation of the Complete and Green Streets policy should not negatively impact the affordability of the neighborhood for current residents; and

WHEREAS, the Complete and Green Streets policy applies to new, reconstruction, retrofit, and resurfacing projects, including design, planning, construction, maintenance and operations, for the entire right-of-way; and

WHEREAS requests for all exceptions must be submitted in writing, with supporting documentation, and made publicly available with a minimum of 30 days allowed for public input; and

WHEREAS, all initial planning, concept and design studies of infrastructure projects consider design elements that improve public health, environment, economy, equity, and safety.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of West Orange, State of New Jersey, that Chapter 2-61: "Pedestrian Safety Advisory Board" of the Township's Revised General Ordinances is hereby amended and supplemented to include "Complete and Green Streets Policy**"** and adopts the Complete and Green Streets Policy attached hereto, and made part of this Ordinance as follows:

2-61.7-West Orange Complete and Green Streets Policy

Township of West Orange shall develop an integrated and connected multimodal transportation system of Complete and Green Streets that serve all neighborhoods and populations. Towards this end:

1. All transportation projects shall result in Complete and Green Streets that allow safe, environmentally healthy, economically sound, equitable, accessible, and convenient travel along and across streets for users of all ages and abilities and for all modes of transportation, including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods and strive to meet the following goals:
    a. Environment: Improve air and water quality; reduce flooding; mitigate traffic congestion.
    b. Safety: Eliminate all road fatalities, significantly reduce crash severity and injury, and improve personal safety through increasing the number of people walking and bicycling.
    c. Economic: Stimulate economic prosperity.
    d. Health: Increase physical activity and social connectivity with the goal of lowering the risk of obesity, reducing chronic disease and promoting wellness.
    e. Equity: Implement policies and distribute funding and other resources equitably and responsibly in all neighborhoods, particularly in Priority Communities; improve non-motor vehicle transportation systems.

2. This section shall apply to all public and/or private transportation projects, including those using funds awarded by federal, state, regional, county, municipal, or any other public agency. This shall

include new construction, reconstruction, resurfacing, restoration, repaving, rehabilitation, private development projects, and maintenance of highways, roads, and streets.

3. The ***Mayor***, and the **M*unicipal Engineer and Planner*** shall routinely work in coordination with each other and adjacent jurisdictions, and any relevant advisory committees/teams, to implement Complete and Green Streets and to ensure consistency with the ***Municipal*** Master Plan and Elements and any other existing Pedestrian/Bicycle/Multimodal Plans, Stormwater Management Plans, Pollution Prevention Plans, and Historic Preservation Plans.

4. Within two years of the effective date of this Policy, the ***Council*** shall inventory and audit procedures, policies, plans, documents, training programs, performance measures and other guidance documents to be consistent with this policy. The purpose of this audit is to identify areas where tenets of this policy will need to be incorporated. This includes, but is not limited to, funding, planning, designing, operating, and maintaining transportation infrastructure. The ***Council*** will use this audit to incorporate this policy as updates to its procedures, plans, policies, etc. as they are scheduled.

5. Transportation projects and Master and Capital Plans shall include, when appropriate, sustainable design elements, including, but not limited to:

    a. Green stormwater infrastructure practices

    b. Traffic calming

    c. Shade trees and other vegetation

    d. Rain gardens

    e. Bioswales

    f. Permeable pavements — including those made from recycled materials such as rubber, concrete, glass, and plastic.

6. Transportation projects and Master and Capital Plans shall include, where appropriate, pedestrian and bicycle design elements and transit amenities, including but not limited to: curb extensions, sidewalks, radar feedback signs, pedestrian countdown signals, pedestrian refuge islands, road diets, lane width reductions, chicanes, roundabouts, bike lanes, protected bike lanes, bike parking, lighting, wayfinding, seating, trash receptacles, transit amenities, etc.

7. The ***Council*** shall utilize the most current editions of guides, manuals, and best practices on street design, historic preservation, construction, operations, and maintenance that apply to bicycle, pedestrian, transit, stormwater and highway facilities. All manuals, standards, and guidelines shall be made publicly available online.

8. The ***Mayor*** shall lead the implementation of this Policy and formally coordinate with the ***Director of Planning, Municipal Engineer, Economic Development Commission, Downtown West Orange Alliance, Public Works, Director of Health, etc.*** with advice and input from ***Planning Board, Zoning Board, Pedestrian Safety Advisory Board, Land Use Committee, Environmental Commission, etc***. to set benchmarks to ensure the successful implementation of the Complete and Green Streets Policy including in Priority Communities consistent with Environmental Justice principals.

Key Terms & Definitions

Complete Streets: An integrated transportation network designed to enable safe and convenient travel and access along and across streets for all users of all ages and abilities, including pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders.

Environmental Justice: Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people should bear a disproportionate share of the negative environmental consequences resulting from industrial, governmental and commercial operations or policies. Meaningful involvement means that:

1. People have an opportunity to participate in decisions about activities that may affect their environment and/or health.
2. The public's contribution can influence the regulatory agency's decision.
3. Community concerns will be considered in the decision-making process; and
4. Decision makers will seek out and facilitate the involvement of those potentially affected.

Green Streets: Streets with landscaped features installed in the rights-of-way that capture and allow stormwater runoff to soak into the ground, while still preserving the primary function of a street as a conduit for pedestrians, bicyclists, motorists, and transit riders. Stormwater runoff is excess water generated from rain and snowmelt events that flow over impervious surfaces, such as paved streets, parking lots, and building rooftops, and does not soak into the ground.

Green Street Stormwater Infrastructure Practices: Includes types of green infrastructure techniques used to manage stormwater, including but not limited to:

1. Street tree trenches/boxes: utilize soil, gravel, and plants to infiltrate and filter stormwater runoff from impervious surfaces

2. Bioswales: shallow channels that convey, slow down, and infiltrate stormwater runoff.

3. Vegetated curb bump outs: a vegetated curb extension that protrudes into the street either mid-block or at an intersection, creating a new curb some distance from the existing curb.

4. Permeable pavement: a stormwater drainage system that allows rainwater and runoff to move through the pavement's surface to a storage layer below, with water eventually seeping into underlying soil. Types of permeable pavement include pervious concrete, porous asphalt, interlocking concrete pavers, and grid pavers.

Green Stormwater Infrastructure: An approach to managing stormwater by infiltrating it in the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Infiltration is when water falls to the earth as precipitation and seeps into the soil.

Priority Communities: The term Priority Communities refers to categories of underserved and adversely impacted populations. There is a wide range of definitions used to quantify and locate underserved populations developed by agencies and organizations dedicated to social equity by law or mission.

Each municipality should evaluate who and where there are concentrations of underserved or marginalized populations based on available data. Below are some of the categories to consider when defining Priority Communities:

1. Minority Concentrations
2. Low-Income Concentrations
3. Other Indicators of Underserved and Adversely Impacted Populations:
    a. Female Head of Household with Children
    b. Persons with Limited English Proficiency
    c. Carless Households
    d. Elderly Populations/Children
    e. Persons with Disabilities
    f. Hispanic Populations
    g. Other Ethnic Minorities
    h. Families in Poverty with Children

Traffic Calming: The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming objectives include:

1. Achieving slow speeds for motor vehicles

2. Reducing collision frequency and severity

3. Increasing the safety and the perception of safety for non-motorized users of the street(s)

4. Reducing the need for police enforcement
5. Enhancing the street environment (e.g., streetscaping)
6. Encouraging water infiltration into the ground using Green Street stormwater infrastructure practices
7. Increasing access for all modes of transportation, and reducing cut-through motor vehicle traffic

Transit Amenities: Include seating, shelter and shade, wayfinding signage, trash and recycling cans, lighting, route information, bike infrastructure (lockers, racks, fix-it stations, depots, bikeshare, etc.).

Transportation Facility: A facility consisting of the means and equipment necessary for the movement of people or goods; any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the transportation of people or goods shall not be considered a transportation facility.

Transportation Project: Any public and/or private land development, project, program, or practice that affects the transportation network or occurs in the public right-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within a jurisdiction (including alleys, bridges, frontage roads, and other elements of the transportation system).

Public Participation

1. The ***Mayor*** shall establish a Complete and Green Streets Advisory Committee to help the **Township of West Orange** comply with the Complete and Green Streets Ordinance and to provide ongoing feedback to the **Municipality** related to the implementation of the Complete and Green Streets Ordinance. The Complete and Green Streets Advisory Committee shall consist of a broad group of stakeholders including:
    a. ***Municipal*** Elected Officials

b. Law Enforcement

c. Public Works

d. Planners

e. Engineers

f. Emergency Medical Services (EMS)

g. Appointed Municipal or County Commissioners

h. Fire

i. Schools

j. Business and Developer Community

k. Civic and Advocacy Groups

l. Public Health Professionals

m. Transit Professionals

n. Community Members, including Persons with Disabilities, Senior and Youth Organizations, Persons Representing Priority Communities

o. EZ Ride, Regional Transportation Management Association

p. Pedestrian Safety Advisory Board.

Beginning with the planning stage, **Township of West Orange** shall identify an existing process or develop a new process that allows for public participation in decision-making concerning the planning, design, and use of streets and roadways covered by this Policy.

Exceptions

1. A transportation project may not be required to accommodate the needs of a particular user group if the ***Council's representative*** determines in writing that:

    a. The use of the transportation facility by the particular user group is prohibited by law;

    b. Regulatory compliance requirements preclude accommodations.

    c. There is a demonstrated absence of both a current and future need to accommodate the category of user (absence of future need may be shown via demographic, school,

employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years); and

d. The adverse impacts of implementing this Complete and Green Streets Policy significantly outweigh the benefits

e. In New Jersey, relatively few roads are closed to bicycle traffic. However, toll roads and some freeways, including interstates, are closed to bicyclists

f. Wetlands on both sides of a narrow roadway could pose a significant environmental constraint, preventing the construction of separated and adjacent bicycle facilities. If so, other accommodations should be explored to improve safety for bicyclists, for example, adding "sharrows" or identifying alternative convenient bike routes.

2. However, every effort to work within the flexibility allowed should be made, including Design Exceptions for roadway projects.

3. An exception shall be granted only if:

   a. Request for an exception is submitted **in writing** to the ***Council*** with supporting documentation, and made publicly available with a minimum of 30 days allowed for public input; and

   b. The exception is approved **in writing** by the ***Council***, and the written approval is made publicly available.

Program Reporting

1. The ***Land Use Board for Planning and Zoning*** shall establish benchmarks reflecting the ability of all users to travel safely and conveniently along highways, roads and streets.

2. Each such ***Land Use Board for Planning and Zoning*** shall also develop plans and set benchmarks to ensure the successful implementation of the Complete and Green Streets policy in Priority Communities consistent with Environmental Justice principals. On or before of each ***end of the fiscal year*** each such agency shall prepare an initial report to identify barriers, and propose solutions to successful implementation of the Complete and Green Streets policy including in Priority Communities.

3. Each such ***Land Use Board for Planning and Zoning*** shall assign appropriate responsibility to collect and monitor data under municipal jurisdiction, including in Priority Communities, to determine compliance with the ***Township's*** benchmarks. Benchmarks shall include but are not limited to:

a. Mileage of new and existing bicycle infrastructure, including in Priority Communities (e.g., bicycle lanes, bike parking, paths, and boulevards)
b. Linear feet (or mileage) of new and existing pedestrian infrastructure (e.g., sidewalks, trails, transit amenities)
c. Number of new and existing ADA-compliant infrastructure (e.g., curb ramps, pedestrian buttons)
d. Number of new and existing street trees
e. Number of green street practices (e.g., rain gardens, bioswales, permeable pavement)
f. Number of new and existing pedestrian and bicycle lighting improvements
g. Bicycle and pedestrian counts
h. Commute mode percentages (e.g., drive alone, carpool, transit, bicycle, walk)
i. The number and percentage of designated transit stops accessible via sidewalks and curb ramps
j. The number, locations, and causes of collisions, injuries, and fatalities by each mode of transportation
k. The percentage of children walking or bicycling to school

4. All benchmarks established by the ***Township of West Orange*** shall be disaggregated by race/ethnicity, neighborhood, and vehicle ownership when feasible.

5. Each such ***Land Use Board for Planning and Zoning*** shall provide a report on an annual basis to the ***Council*** to allow them to evaluate implementation of the Complete Street policy. Each annual report shall include the data collected pursuant to Program Reporting, as well as a list of ongoing and completed transportation projects during that fiscal year. If any exceptions are applied to transportation projects pursuant to Exceptions to Complete and Green Streets Requirements herein, such projects and the relevant exceptions should be identified in the annual report. All benchmarks and reports shall be made publicly available online.

Adoption of Complete and Green Streets Checklists

1. The ***Land Use Board for Planning and Zoning*** shall develop and adopt one or more Complete and Green Streets Checklists to be used during the project selection, planning, designing, construction, funding and maintenance of all transportation projects.

2. Each item in the checklist must include an area to provide a brief description for how the item is addressed, not addressed, or not applicable to the Complete and Green Streets policy.

3. The checklist shall explain the process for granting exceptions and indicate who is responsible for approving any exceptions before they are granted.

4. The ***Land Use Board for Planning and Zoning*** shall be responsible for completing the checklists and/or reviewing the checklists.

5. A Complete and Green Streets checklist shall entail but is not limited to:

    a. Existing pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and operations

    b. Traffic volumes

    c. Existing safety and/or access issues, and Americans with Disabilities Act (ADA) compliance

    d. Land use within the study area, including trip generators

    e. Existing and proposed streetscape elements including furniture, trees or other environmental and stormwater enhancements

    f. Review of existing plans

    g. Proposed pedestrian, bicycle, transit, motor vehicle, and truck/freight accommodations (facilities) and desired future operations

    h. ADA compliance of the proposed design

    i. Compatibility with the surrounding land use and density

    j. Consistency with applicable design standards and guidelines

    k. Opportunities to improve public health through physical activity and mobility options

    l. Opportunities to manage stormwater through green infrastructure

6. All Complete and Green Street checklists shall be made accessible online and available to the Complete and Green Streets Advisory Body.

Effective Date

The Complete and Green Streets policy shall take effect on **February 11, 2025** provided that it shall not apply to any transportation project for which a preliminary design has been completed on or before **December 31, 2024.**

NOW THEREFORE, BE IT RESOLVED, the **Township of West Orange** adopts the Complete and Green Streets Policy attached hereto, and made part of this Ordinance;

NOW, THEREFORE, be it resolved that the Mayor and Municipal Council adopts the attached Complete Streets Policy, goals and objectives.

BE IT FURTHER ORDAINED, that the remainder of Chapter 2 shall remain unchanged.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

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.

Susan McCartney, Mayor

Karen J. Carnevale, Municipal Clerk

Joe Krakoviak, Council President

Introduced: January 25, 2025

Adopted: TBD-after Planning Board review

LEGISLATIVE HISTORY

This Ordinance amends and supplements Chapter 2-61: “Pedestrian Safety Advisory Board” of the Township’s Revised General Ordinances to include to create a complete and green streets advisory committee and amending a complete and green streets policy. This policy provides the Township with a strong and effective strategy for achieving Complete and Green Streets.

The complete green streets policy provides the Township the opportunity to meet the criteria needed to gain recognition and apply for grant funds.

Concept Development Checklist					
item to be addressed	**checklist consideration**	**yes**	**no**	**n/a**	**required description**
EXISTING BICYCLE, PEDESTRIAN AND TRANSIT ACCOMMODATIONS	Are there accommodations for bicyclists, pedestrians (including ADA compliance) and transit users included on or crossing the current facility? **Examples include (but are not limited to):** • Sidewalks • Signalized or protected crosswalks • Pedestrian-scale lighting • Multi-use trails • Public seating • Bike racks • Transit shelters				
EXISTING BICYCLE AND PEDESTRIAN OPERATIONS	Has the existing bicycle level of traffic stress and pedestrian suitability on the current transportation facility been identified?				
	Have the bicycle and pedestrian conditions within the study area, including pedestrian and/or bicyclist treatments, volumes, important connections and lighting been identified?				
	Do bicyclists/pedestrians regularly use the transportation facility for commuting or recreation?				
	Are there physical or perceived impediments to bicyclist or pedestrian use of the transportation facility?				

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING BICYCLE AND PEDESTRIAN OPERATIONS (continued)	Have the existing volumes of pedestrian and/or bicyclist crossing activity at intersections including midblock and nighttime crossing been collected/provided?				
	Are there multi-use trails in the area that can be connected to this transit center/bus stop/network/area?				
EXISTING TRANSIT OPERATIONS	Are there existing transit facilities within the project area, including bus and train stops/stations?				
	Is the transportation facility on a transit route?				
	Is the transportation facility within two miles of "park and ride" or "kiss and go" lots?				
	Are there existing or proposed amenities including pedestrian seating/shelters, bicycle racks or parking available at these lots or transit stations? Are there bike racks on buses that travel along the facility?				
PUBLIC PARTICIPATION	Has there been a clear process for public participation?				
	Are project Concept Development Checklists currently available on-line?				

EXISTING MOTOR VEHICLE OPERATIONS	Are there existing concerns within the study area, regarding motor vehicle safety, traffic volumes/ congestion or access?				

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING TRUCK/ FREIGHT OPERATIONS	Are there existing concerns within the study area, regarding truck/ freight safety, volumes, or access?				
EXISTING ACCESS AND MOBILITY	Are there any existing access or mobility considerations, including ADA compliance?				
	Are there any schools, hospitals, senior care facilities, educational buildings, community centers, residences or businesses of persons with disabilities within or proximate to the study area?				
LAND USE	Have you identified the predominant land uses and densities within the study area, including any main street, historic districts or special zoning districts?				
	Is the transportation facility in a high-density land use area that has pedestrian/bicycle/motor vehicle and transit traffic?				
MAJOR SITES	Have you identified the major sites, destinations, and trip generators within or proximate to the study area, including prominent landmarks, employment centers, recreation, commercial, cultural and civic institutions, schools, and public spaces?				

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
EXISTING STREETSCAPE	Are there existing or planned street trees, planters, buffer strips, or other environmental enhancements such as drainage swales within the study area?				
RESURFACING	Can additional road uses be supported and/or safety improved by reconfiguring lanes within the same roadway width? Examples include but not limited to, lane narrowing, lane reconfiguration, lane reduction (road diet), on-street bicycle parking, high visibility crosswalks, painted curb extension, etc.				

EXISTING PLANS	Are there any comprehensive planning documents that address bicyclist, pedestrian or transit user conditions within or proximate to the study area? **Examples include (but are not limited to):** • School Travel Plans • Municipal or County Master or Redevelopment Plan • Local, County and Statewide Bicycle and Pedestrian Plans • Local, County and Regional Trail Plans • Sidewalk Inventories • MPO Transportation Plan • NJDOT Designated Transit Village				
IMPERVIOUS COVER	Is there an opportunity to remove impervious surface as part of this project?				

Concept Development Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
PRIORITY COMMUNITIES	Does the project area include Priority Communities (as defined by Complete Streets)?				
SAFETY	Does the crash history of the study area include injuries and fatalities of all road users?				
STORMWATER MANAGEMENT	Does the project area have a history of flooding? Is the project area in a combined sewer system and subject to combined sewer overflows?				
	Does nonpoint source pollution from the project area generate runoff that flows into a critical water body?				
PUBLIC HEALTH	Does the Community Health Needs Assessment (CHNA) or Community Health Improvement Plan (County Health Department) identify need for health improvements in the project area? Examples include health in safe zones, increases in number/length of walking/ bicycling paths.				

Municipal or County Planner Sign-Off

statement of compliance	yes	no	If **NO**, please describe why (refer to Exemptions Clause)
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in the ***[municipality/ county]*** Complete Streets Policy.			

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
BICYCLIST, PEDESTRIAN, AND TRANSIT ACCOMMODATIONS	Does the proposed project design include accommodations for bicyclists described in the NJDOT Complete Streets Design Guide? **Examples include (but are not limited to):** **Bicycle facilities:** • Bicycle path/bicycle lane/ bicycle route/bicycle boulevard • Bicycle actuation at signals (loop detectors and stencil or other means) • Signs, signals and pavement markings specifically related to bicycle operation on roadways or shared-use facilities • Bicycle safe inlet grates **Bicycle amenities:** • Call boxes (for trail or bridge projects) • Drinking fountains (also for trail projects) • Secure long term bicycle parking (e.g., for commuters and residents) • Secure short-term bicycle parking				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
BICYCLIST, PEDESTRIAN, AND TRANSIT ACCOMMODATIONS (continued)	Have you coordinated with the corresponding transit authority to accommodate transit users in the project design? Transit facilities: transit shelters, bus turnouts Transit amenities: public seating, signage, maps, schedules, trash and recycling receptacles				
BICYCLIST AND PEDESTRIAN OPERATIONS	Is the proposed design consistent with the desired future bicycling, walking and trail plans (e.g., Master Plan/ Elements) within the project area including safety, volumes, comfort and convenience of movement, important walking and/or bicycling connections, and the quality of the walking environment and/or availability of bicycle parking?				
TRANSIT OPERATIONS	Does the proposed design address the desired/anticipated future transit conditions within the project area, including bus routes and operations and transit station access to support transit usage and users?				

Preliminary Engineering Checklist					
item to be addressed	**checklist consideration**	**yes**	**no**	**n/a**	**required description**
MOTOR VEHICLE OPERATIONS	Does the proposed design address the desired future motor vehicle conditions within the project area, including volumes, access, important motor vehicle connections, appropriateness of motor vehicle traffic to the particular street (e.g., local versus through traffic) and the reduction of the negative impacts of motor vehicle traffic?				
TRUCK/FREIGHT OPERATIONS	Does the proposed design address the desired future truck conditions within the project area, including truck routes, volumes, access, mobility and the reduction of the negative impacts of truck traffic?				
ACCESS AND MOBILITY	Does the proposed design address accommodations for those with access or mobility challenges such as the disabled, elderly, and children, including ADA compliance? **Examples include (but are not limited to):** Curb ramps, including detectable warning surface; accessible signal actuation; adequate sidewalk or paved path (length & width or linear feet); acceptable slope and cross- slope (particularly for driveway ramps over sidewalks, over crossings and trails); and adequate green signal crossing time				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
LAND USE	Is the proposed design compatible with the predominant land uses and densities within the project area, including any historic districts, main streets, or special zoning districts?				
MAJOR SITES	Can the proposed design support the major sites, destinations, and trip generators within or proximate to the project area, including prominent landmarks, commercial, cultural and civic institutions, and schools, public spaces?				
STREETSCAPE	Does the proposed design include landscaping, street trees, planters, buffer strips, or other environmental enhancements such as drainage swales?				
DESIGN STANDARDS OR GUIDELINES	Does the proposed design follow all applicable design standards or guidelines appropriate for bicycle and/or pedestrian facilities? **Examples include (but are not limited to):** American Association of State Highway and Transportation Officials (AASHTO) – *A Policy on Geometric Design of Highway and Streets, Guide for the Development of Bicycle Facilities, Guide for the Planning, Design, and Operation of Pedestrian Facilities; Public Right-of-Way Accessibility Guide* (PROWAG);				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
DESIGN STANDARDS OR GUIDELINES (continued)	*Manual on Uniform Traffic Control Devices* (MUTCD); *Americans with Disabilities Act Accessibility Guidelines* (ADAAG); National Association of City Transportation Officials (NACTO) — *Urban Bikeway Design Guide*; *Urban Streets Stormwater Guide*; New Jersey Department of Transportation (NJDOT) — *Complete Streets Design Guide*; *Roadway Design Manual*; *Smart Transportation Guidebook*. Rutgers University — *Green Infrastructure Guidance Manual*; ITE — *Designing Walkable Urban Thoroughfares*				
SAFETY	Does the proposed project design include elements from the FHWA Proven Safety Countermeasures? Examples include, but are not limited to, road diets, medians and pedestrian islands, lead pedestrian intervals, etc.				
STORMWATER MANAGEMENT	Has an impervious cover assessment been performed and have impervious surface areas been minimized while meeting engineering standards and guidelines?				

Preliminary Engineering Checklist

item to be addressed	checklist consideration	yes	no	n/a	required description
STORMWATER MANAGEMENT (continued)	Has an impervious cover reduction action plan been completed for the project area, and does the project design include elements to reduce the impacts of stormwater runoff from impervious surfaces? **Examples include (but are not limited to):** • Bioretention and rain gardens • Bioswales • Stormwater planters • Tree filter boxes				

Municipal or County Engineer Sign-Off

statement of compliance	yes	no	If **NO**, please describe why (refer to Exemptions Clause)
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in the ***[municipality/ county]*** Complete Streets Policy.			

Construction Checklist					
Item to be addressed	Checklist consideration	yes	no	n/a	Required description
Maintenance of Traffic	During construction, will safe access be maintained for all users, including pedestrians, bicyclists, transit users, and delivery vehicles?				
Detours	Will detour routes for all users on site or nearby be provided and clearly marked, including advanced warning signs?				

Construction Official Sign-Off			
Statement of Compliance	**yes**	**no**	**If NO, please describe why (refer to Exemptions Clause)**
The plan or roadway improvement accommodates bicyclists, pedestrians, transit users of all ages and abilities, and addresses the related public health, Priority Communities, and environmental goals as set forth in **[municipality/ county]** Complete Streets Policy.			

Maintenance Checklist					
Item to be addressed	Checklist consideration	yes	no	n/a	Required description
Street Cleaning	Does the street cleaning include the shoulder or roadway to the curb?				
	Are the sidewalks cleaned on a regular basis?				
Snow Removal	Does snow plowing block or push snow into crosswalks, blocking clear access?				
	Does the Municipality or County shovel out crosswalks or enforce residential requirements to clean snow from the crosswalk right of way?				
Re-striping	Can additional road uses be supported and/or safety improved by reconfiguring lanes within the same roadway width? Examples include (but are not limited to): • Lane narrowing • Lane reconfiguration • Lane reduction (road diet) • On-street bicycle parking • High-visibility crosswalks • Painted curb extension, etc.				
Stormwater Management	Does the maintenance plan include procedures to unobstruct drainage (e.g., inlets, curb-cuts, grates, etc.) into the green infrastructure facility? Has landscaping been maintained?				

Maintenance/Public Works Sign-Off			
Statement of Compliance	**yes**	**no**	**If NO, please describe why (refer to Exemptions Clause)**
The Municipality or County roadway maintenance and snow removal plan accommodates bicyclists, pedestrians, and stormwater management installations as set forth in **[municipality/county]** Complete Streets Policy.			

2892-25

AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 57.1, 57.2, and 57.6 GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (OPEN SPACE AND RECREATION COMMITTEE AND TRUST FUND)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2, Sections 57.1, 57.2, and 57.6 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 modify the composition and terms for the membership on the Township of West Orange's Open Space and Recreation Committee including the removal of two members currently appointed by the Mayor and the addition of one additional appointment by the Township Council to be made as a consensus selection by the vote of the majority of the Township Council. In addition, this ordinance modifies all terms on the Committee to one-year terms, but allows for re-appointments.

II. CHAPTER 2 SECTIONS 57.1 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-57.1 Establishment of Open Space and Recreation Committee.

There is hereby established an Open Space and Recreation Committee which shall consist of seven members whose terms and functions are hereinafter set forth

III. CHAPTER 2 SECTIONS 57.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-57.2 Membership and Appointment; Term.

Each member of the Open Space and Recreation Committee shall be a resident of the Township of West Orange. One member shall be appointed by the Mayor. Five members shall be appointed by the Township Council with each Council Member selecting one appointee. . Each year the Council shall select one addition member by majority vote to serve as a member of the Committee. All members shall serve without compensation and for a term of one year unless the Mayor or Council Member(s) of the Township Council appointing that member ends his or her term prior to December 31 of any particular year which shall result in a vacancy for the remainder of that year. Any vacancy occurring shall be filled for the unexpired term only in the same manner as in which the vacating member was appointed. All members may be reappointed to the Committee.

IV. CHAPTER 2 SECTIONS 57.6 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-57.6 Rules of Order and Minutes.

For the purpose of conducting its meetings in an orderly fashion, the Open Space and Recreation Committee shall make reasonable efforts to use and follow the most recent edition of Robert's Rules of Order. On an annual basis, the Committee shall select from among its members a Chairperson of the Open Space and Recreation Committee, who shall preside over all meetings and a Vice Chairperson to serve as the presiding officer in the absence of the Chairperson. The Committee shall also select a Secretary whose function shall be to keep reasonably comprehensive minutes of the Committee's meetings, showing the time, place, the members present, the subjects considered, actions taken, the vote of each member and other appropriate information pertaining to the proceedings of the Committee. Minutes shall be kept of every meeting and a copy shall be sent to the Municipal Clerk promptly after their adoption by the Committee. The Municipal Clerk shall keep and maintain such Minutes in one or more files in the Clerk's Office where they shall be available to the public upon request.

V. 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.

VI. 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.

VII. EFFECTIVE DATE

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

SUSAN MCCARTNEY, MAYOR

JOSEPH KRAKOVIAK
COUNCIL PRESIDENT

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

INTRODUCED: January 28, 2025

ADOPTED: February 11, 2025

Legislative History

The purpose of this ordinance is to modify the composition and terms for the membership on the Township of West Orange's Open Space and Recreation Committee including the removal of two members currently appointed by the Mayor and the addition of one additional appointment by the Township Council to be made as a consensus selection by the vote of the majority of the Township Council. In addition, this ordinance modifies all terms on the Committee to one-year terms, but allows for re-appointments.

2893-25

AN ORDINANCE REPEALING CHAPTER 2, SECTION 5.3 GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (DIRECTOR OF STAFF OPERATIONS)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2, Sections 5.3 of the Revised General Ordinances of the Township of West Orange be and are hereby repealed as follows:

I. PURPOSE

The purpose of this ordinance is to eliminate the position of Director of Staff Operations by way of the repeal of the provisions of the Township of West Orange Municipal Code establishing the position of the Director of Staff Operations.

II. CHAPTER 2 SECTIONS 5.3 SHALL BE AND HEREBY IS REPEALED AND DELETED IN ITS ENTIRELTY AS FOLLOWS:

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.

_____
SUSAN MCCARTNEY, MAYOR

_____
JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT

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

INTRODUCED: January 28, 2025

ADOPTED: February 11, 2025

2893-25

Legislative History

The purpose of this ordinance is to eliminate the position of Director of Staff Operations by way of the repeal of the provisions of the Township of West Orange Municipal Code establishing the position of the Director of Staff Operations.

2894-25

AN ORDINANCE AMENDING CHAPTER 2, SECTION 9.4 GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE (SPECIAL COUNSEL)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2, Sections 9.4 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 modify the provisions of the Township of West Orange Municipal Code governing the Township's retention of Special Counsel. This ordinance: (i) requires appointment of Special Counsel by advice and consent of the Township Council; and (ii) require that the bills for Special Counsel shall be subject to approval from the Township Council.

II. CHAPTER 2 SECTIONS 9.4 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

2-9.4 Special Counsel.

Subject to the advice and consent of the Governing Body, the Township Attorney may appoint such Special Counsel as may be required or advisable to handle matters in which a conflict of interest precludes representation by the Township Attorney or Assistant Township Attorney, or which due to its complexity, special nature, time demands or constraints, or for any good reason would benefit from the special experience and/or training of the Special Counsel to be hired. Such Special Counsel need not serve full time and would be expected to serve for the duration of the matter for which he or she was appointed, subject to annual reappointment with the manner and amount of compensation to be approved by the Governing Body. Special Counsel would be subject to the supervision of the Township Attorney. The bills of all Special Counsel shall be subject to approval by the Governing Body.

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.

SUSAN MCCARTNEY, MAYOR

JOSEPH KRAKOVIAK,
COUNCIL PRESIDENT

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

INTRODUCED: January 28, 2025

ADOPTED: February 11, 2025

Legislative History

The purpose of this ordinance is to modify the provisions of the Township of West Orange Municipal Code governing the Township's retention of Special Counsel. This ordinance: (i) requires appointment of Special Counsel by advice and consent of the Township Council; and (ii) require that the bills for Special Counsel shall be subject to approval from the Township Council.

755-25
January 28, 2025

RESOLUTION

WHEREAS, Mountain Society, LLC, West Orange, NJ 07052 is the holder of Plenary Retail Distribution License No. 0722-44-027-005; and

WHEREAS, Wine Valley Outlet, LLC has made an application for a Person-to-Person Transfer for the above-mentioned license; and

WHEREAS, the principal has been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on October 31, 2024 and November 7, 2024, appropriate fees have been paid by the applicant, and tax clearance for the transfer has been received; and

WHEREAS, a public hearing was conducted on January 28, 2025 and no one appeared in opposition thereto; and

WHEREAS, the license will remain in Pocket Status until such time that a location is found by Wine Valley Outlet, LLC, and a Place to Place transfer is approved by the West Orange ABC Board.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of West Orange hereby authorizes the Person-to-Person Transfer of Plenary Retail Distribution License No. 0722-44-027-005, from Mountain Society, LLC to Wine Valley Outlet, LLC, and is hereby approved.

Karen J. Carnevale, R.M.C.	**Joe Krakoviak, ABC Board Chairperson**
ABC Board Secretary/Municipal Clerk	**Council President**

Adopted: January 28, 2025

Effective: January 28, 2025

756-25
January 28, 2025

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2024-2025** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **January 28, 2025** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2024-2025** license term:

0722-33-016-006 Tapas Tavern, LLC t/a Secretos Lounge (Inactive)

0722-33-031-007 2001 Proof, LLC (Inactive)

KAREN J. CARNEVALE, RMC
ABC Board Secretary

JOE KRAKOVIAK
Council President/ABC Board Member

Adopted: January 28, 2025
Effective: January 28, 2025