

1. Conference Agenda

Documents:

[CA3.25.25.PDF](#)

2. Public Meeting Agenda - UPDATED

Documents:

[PM 3.25.25.PDF](#)

3. Resolution(S)

3.I. 99-25

Documents:

[99-25 RESOLUTION AUTHORIZING REPAIR TO STREET SWEEPER 2025
BERGEN COUNTY COOP FINAL.PDF](#)
[99-25 PROPOSAL.PDF](#)

3.II. 100-25

Documents:

[100-25 RESOLUTION CME ASSOC CHANGE ORDER 25 LAKESIDE
031225.PDF](#)
[100-25 EXHIBIT A-RES 350-23 RI.PDF](#)
[100-25 EXHIBIT B-ADDITIONAL WELLS AND SAMPLING.PDF](#)

3.III. 101-25

Documents:

[101-25 RESOLUTION MATRIX FOR 4 TOMPKINS ST ENVIR. SERVICES
031725.PDF](#)
[101-25 EXHIBIT A-PROPOSAL.PDF](#)

3.IV. 102-25

Documents:

[102-25 RESOLUTION APPROVING CONTRACT WITH MATRIX FOR ENV.
SVCS. 25 LAKESIDE AVENUE.PDF](#)
[102-25 EXHIBIT A-PROPOSAL.PDF](#)

3.V. 103-25

Documents:

[103-25 RESOLUTION APPROVING CONTRACT WITH MATRIX FOR ENV.
SVCS. 55 LAKESIDE AVENUE.PDF](#)
[103-25 EXHIBIT A_PROPOSAL.PDF](#)

3.VI. 104-25

Documents:

[104-25 AUTHORIZING THE PURCHASE OF ADD ON MUNICIPALITY.PDF](#)
[104-25 SHI QUOTE-25899666.PDF](#)
[104-25 SHI QUOTE-25899672.PDF](#)

3.VII. 105-25

Documents:

[105-25 RAFFLE LICENSES 3.25.25.PDF](#)

3.VIII. 106-25

Documents:

[106-25 RESOLUTION ADJUSTING RATES OF EXTRA DUTY SERVICES FOR WOPD.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2902-25

Documents:

[2902-25 AMENDING CH. 4 SECT. 34.3 - REDLINED-FINAL.DOC.PDF](#)

5. Ordinance(S) On First Reading

5.I. 2905-24

Documents:

[2905-25 REGISTRATION OF COMMERCIAL LAWN MAINTENANCE BUSINESSES 3.12.25.PDF](#)

5.II. 2906-25

Documents:

[2906-25 ORDINANCE RE SINGLE USE BATHROOMS 4912-3398-1223 V.1 - 3.12.25.PDF](#)

5.III. 2907-25

Documents:

[2907-25 ORDINANCE ESTABLISHING CITIZENS BUDGET ADVISORY BOARD 3.13.25.PDF](#)

5.IV. 2908-25

Documents:

[2908-25 ORDINANCE AMENDING REQUIREMENTS FOR SPECIAL](#)

5.V. 2909-25

Documents:

2909-25 HC SPACES 26 BABCOCK-119 ELM-268 WATCHUNG-39
WASHINGTON-POLICE HQ.PDF

5.VI. 2910-25

Documents:

2910-25 - 2025 VARIOUS CAPITAL IMPROVEMENTS - WEST ORANGE
(DOT GRANT - NO DP) (CDBG- DOWN PAYMENTS) (3_25)(95178364.1).PDF
SDS NO. 1 - (3.25.25).PDF

5.VII. 2911-25

Documents:

2911-25 - 2025 CAPITAL ORDINANCE (NJDCA GRANT) - WEST ORANGE
(3.25.25) REVISED.DOC.PDF

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, March 25, 2025
Meeting No. 7

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.

- **Presentation: Celebrating the Women of West Orange Town Hall**
- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
Tuesday, March 25, 2025-Meeting No. 7

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 – March 11, 2025 Public Meeting**
- 4. *Report of Township Officers - None**
- 6. *Reading of Petitions and Communications and Bids**

Bids

- a. Walker Road, South Valley Road, And Rooney Circle Roadway Improvements Project (NJDOT Funded)**
- 7. *Bill List**
- 8. *Resolutions**
 - a. 99-25 Resolution Authorizing the Repair of Street Sweeper through the Bergen County Of NJ Cooperative for the Department of Public Works (P. Reynolds)**
 - b. 100-25 Resolution Authorizing a Change Order from CME Associates for Remediation Services at 25 Lakeside Avenue (DPW Building) (Carballo)**
 - c. 101-25 Resolution Authorizing a Proposal from Matrix New World for Environmental Services at 4 Tompkins Street (Vacant Lot) NTE: \$33,700.00 (Carballo)**
 - d. 102-25 Resolution Approving a Proposal from Matrix New World for Environmental Services at 25 Lakeside Avenue NTE \$97,240.00 (Carballo)**
 - e. 103-25 Resolution Authorizing a Proposal from Matrix New World for Environmental Services at 55 Lakeside Avenue (Former Barton Press Site) NTE \$104,715.00 (Carballo)**
 - f. 104-25 Resolution Authorizing the Purchase of Add On's to the Electronic Management Hardware/Software Program through the NJ Cooperative Purchasing Alliance (P. Reynolds)**
 - g. 105-25 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**

h. **106-25** Resolution Adjusting Rates for Extra Duty Services Related to West Orange Police Department (Legal-Gengaro)

i. **107-25 Pure Natural Vibes**

9. Ordinances on Second and Final Reading

a. **2902-25** An Ordinance Amending Chapter 4, Section 34.3 Of The Revised General Ordinances Of The Township Of West Orange (Extra Duty Employment For Police Officers-Rates Of Compensation; Administrative Fees; Payment For Services) (Legal-Gengaro)

10. Ordinances on First Reading

a. **2905-25** An Ordinance Amending and Supplementing Chapter 28 and Establishing Sections of the Revised General Ordinances of the Township of West Orange Regarding a Lawn Care Registry (Legal-Gengaro)

The purpose of this Ordinance is to establish a registry for commercial lawn care businesses as defined herein.

b. **2906-25** An Ordinance Amending Chapter 25 to Add a New Section of the Revised General Ordinances of the Township of West Orange Regarding Single-Use Bathrooms (Legal-Gengaro)

The purpose of this Ordinance is to require any business establishment to designate all single-occupancy bathrooms as gender neutral.

c. **2907-25** An Ordinance Amending And Supplementing Chapter 2, Section ____ Of The Revised General Ordinances Of The Township Of West Orange To Establish A Citizens Budget Advisory Board (Legal-Gengaro)

This Ordinance will establish the creation of a Citizens Board Advisory Board (the “Board”) by Ordinance. In years past, the Township previously had the Board by Resolution. The purpose of this Ordinance is to codify the rules and regulations of the Board via Ordinance.

d. **2908-25** An Ordinance Amending Chapter 2, Section 9.4 General Ordinances Of The Township Of West Orange (Special Counsel) (Legal-Gengaro)

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.

e. **2909-25** An Ordinance Amending And Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones Of The Revised General Ordinances Of The Township Of West Orange – Handicapped Spaces (Carballo)

This Ordinance is in response to requests from handicapped residents who reside at 26 Babcock Place, 268 Watchung Avenue, and 39 Washington Street.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. In the case of 39 Washington Street, the stall will be placed on the side of the home on High Street, because the resident’s access is from that side. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.

Additionally, two Handicapped Stalls located in Municipal Plaza nearest the Police Building will get limits of 1 hour parking for the convenience of residents that have business there. Two other stalls will be designated Handicapped for use of employees or others that need to park all day.

i. **TABLED 2910-25** Bond Ordinance Providing for Various 2025 Capital Acquisitions and Improvements, By and In the Township of West Orange, in the County of Essex, State of New Jersey, Appropriating \$12,835,000 Therefor and Authorizing the Issuance of \$9,387,109 Bonds Or Notes of the Township to Finance Part of the Cost Thereof (Ditinyak)

- f. **TABLED 2911-25** Capital Ordinance Appropriating \$1,000,000 to Pay for Various Improvements and Upgrades to the Oskar Schindler Performing Arts Center in the Township of West Orange, in the County of Essex, State of New Jersey (Ditinyak)

11. Pending Matters/New Matters/Council Discussion

- **Pure Natural Vibes – 30 Day Extension**

12. ABC Hearing-None

13. Adjournment

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

Please click the link below to join the webinar:

Public Comment – In Person Only

<https://us06web.zoom.us/j/85059947685?pwd=5stF6inLFWIE9tVa8oU1P3wNoKwrQy.1>

Webinar ID: 850 5994 7685

Passcode: 214956

Dial in: 646 931 3860

Next Meeting Date(s): April 8, 2025

Agenda is subject to change.

RESOLUTION

TO AUTHORIZE THE REPAIR OF STREET SWEEPER THROUGH THE BERGEN COUNTY OF NJ COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works (DPW) is looking to repair one of its two (2) street sweepers the township owns. The street sweeper's clean 200 lane miles of roadway within our township; and

WHEREAS, the Township is required to keeps the roadways clean to be in compliance with the Municipal Separate Storm Sewers (MS4) Tier A Permit that is issued and regulated by the New Jersey Department of Environmental Protection (NJDEP) to municipalities to prevent solids and floatable materials from entering the MS4s; and

WHEREAS, as a local government unit and a member of the Bergen County Cooperative (NJ Purchasing Alliance), can purchase and repair such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor W.E. Timmerman, located 3554 Route 22 West, Whitehouse, NJ 08888 is under contract with large scale parts & repair, Bid 24-36 in the amount of \$67,954.64.

WHEREAS, the Department of Public Works is requesting additional allowance of \$5000.00 for any unseen or extra repairs/ parts needed.

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 \$72,954.64 to W.E Timmerman with funds certified available by the Chief Financial Officer.

Karen J. Carnevale, Municipal Clerk

Joe Krakoviak, Council President

Adopted: March 25, 2025

I hereby certify funds available from Account No. _____

John C. Ditinyak, Chief Financial Officer

Quote

99-25

W. E. TIMMERMAN CO., INC
PO BOX 71
3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
Fx: (908) 534-2320



Order Number: 0198605

Order Date: 2/6/2025

BERGEN COUNTY CO-OP

Customer Number: W ORANG

Sold To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Ship To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
4MH10706 QUOTE			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
CUSTOMER REQUESTED QUOTE FOR REPAIRS TO ELGIN BROOM BEAR 4MH10706.						
WATER SYSTEM						
1101599	EACH	2.00	0.00	0.00	991.24	1,982.48
AY-WTR PUMP,2 SPD W/SEALED MTR			Whse: 001			
1105416	EACH	1.00	0.00	0.00	512.50	512.50
AY-WATER MANIFOLD			Whse: 001			
1040011	EACH	6.00	0.00	0.00	6.97	41.82
NOZ,FL,80DEG.,50,BR			Whse: 001			
1121590	EACH	3.00	0.00	0.00	21.70	65.10
PUSH-LOK TEE CONN			Whse: 001			
1114387	EACH	3.00	0.00	0.00	9.53	28.59
NOZ,FL,110DEG.,40,BR			Whse: 001			
5007812	EACH	3.00	0.00	0.00	1.18	3.54
RUBBER GROMMET M/M			Whse: 001			
1032481	EACH	1.00	0.00	0.00	349.36	349.36
A-16'8""HOSE-EFGJLPSY			Whse: 001			
1055850	EACH	1.00	0.00	0.00	95.69	95.69
BASKET-HOSE			Whse: 001			
1076606	EACH	8.00	0.00	0.00	1.60	12.80
BOLT-CRG.375-16X1.00			Whse: 001			
5005184	EACH	16.00	0.00	0.00	0.35	5.60
.375/M10 PLNWSHR-A/W			Whse: 001			
5005088	EACH	8.00	0.00	0.00	0.34	2.72
.375-16UNC ESN			Whse: 001			
5009521	EACH	8.00	0.00	0.00	0.46	3.68
.375-16UNC X1.0 HHCS			Whse: 001			
1106072	EACH	1.00	0.00	0.00	105.98	105.98
PL-HOSE BASKET MOUNT			Whse: 001			

Continued

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Confirm To:

Customer P.O.	Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1106115	EACH	1.00	0.00	0.00	62.17	62.17
BRKT-HOSE BASKET LOWER			Whse: 001			
5005073	EACH	8.00	0.00	0.00	0.35	2.80
ESN 5/16-18			Whse: 001			
5005183	EACH	16.00	0.00	0.00	0.37	5.92
.312/M8 PLNWSHR-A/W			Whse: 001			
1101791	EACH	8.00	0.00	0.00	0.77	6.16
BOLT-CRG .312-18 X 1.00			Whse: 001			
1109588	EACH	1.00	0.00	0.00	51.54	51.54
PL-HOSE MOUNT BRACKET			Whse: 001			
PM SERVICE						
FG/LF9009	EACH	1.00	0.00	0.00	76.08	76.08
OIL FILTER			Whse: 001			
EL7072127	EACH	20.00	0.00	0.00	5.57	111.40
MOTOR OIL			Whse: 001			
DN/P607965	EACH	1.00	0.00	0.00	221.48	221.48
AIR FILTER PRIMARY FL-M2			Whse: 001			
DN/P547520	EACH	1.00	0.00	0.00	115.85	115.85
A/F SECONDARY FL-M2			Whse: 001			
03-43845-000	EACH	1.00	0.00	0.00	96.25	96.25
FUEL FILTER			Whse: 001			
FG/FF63054NN	EACH	1.00	0.00	0.00	91.42	91.42
FUEL FILTER			Whse: 001			
ABP/N10G3600006	EACH	1.00	0.00	0.00	23.15	23.15
AIR FILTER 804C			Whse: 001			
29558329	EACH	1.00	0.00	0.00	147.00	147.00
KIT-FILTER			Whse: 001			

Continued

Quote

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Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms				
4MH10706 QUOTE			NET 30 DAYS				
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
1098610	EACH	1.00	0.00	0.00	63.30	63.30	
CAP-VENTED BREATHER			Whse: 001				
1099061	EACH	1.00	0.00	0.00	175.49	175.49	
CARTRIDGE-HYD FILTER			Whse: 001				
SM122062	EACH	1.00	0.00	0.00	63.64	63.64	
MOBIL DELAC-SYNTHETIC ALLISON			Whse: 001				
CASTROL HV68-1	EACH	35.00	0.00	0.00	34.65	1,212.75	
DUAL RANGE HYD.OIL: 1 GAL			Whse: 001				
/M						125.00	
MISC SHOP SUPPLIES & EDF							
/3	EACH	10.00	0.00	0.00	164.00	1,640.00	
LABOR							
PM SERVICE LABOR							
MAIN BROOM							
1110853	EACH	2.00	0.00	0.00	107.50	215.00	
PIN-MBRM LIFT CYL UPPER			Whse: 001				
1098911	EACH	2.00	0.00	0.00	694.99	1,389.98	
CYL AY-HYD 1.75/5.38			Whse: 001				
1129838	EACH	1.00	0.00	0.00	577.28	577.28	
FSO-DIRT SHOE, LH			Whse: 001				
1129837	EACH	1.00	0.00	0.00	536.17	536.17	
FSO-DIRT SHOE, RH			Whse: 001				
6206818	EACH	2.00	0.00	0.00	614.44	1,228.88	
WLDT-SHOE,DRAG,SGL			Whse: 001				
1097728	EACH	2.00	0.00	0.00	96.91	193.82	
PIN-DIRT SHOE TOW			Whse: 001				
1107798	EACH	2.00	0.00	0.00	52.47	104.94	
SPACER-TOWBAR LIFT			Whse: 001				

Continued

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Customer P.O.	Ship VIA	F.O.B.	Terms			
4MH10706 QUOTE			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
5009528	EACH	4.00	0.00	0.00	0.99	3.96
.500-13 X 1.00 HHCS			Whse: 001			
5003502	EACH	10.00	0.00	0.00	2.01	20.10
BOLT-CRG.500-13X1.50			Whse: 001			
5005090	EACH	10.00	0.00	0.00	0.70	7.00
.500-13 ELAS STOP NUT			Whse: 001			
5009121	EACH	14.00	0.00	0.00	0.50	7.00
.500 PLNWSHR-A/N			Whse: 001			
1107797	EACH	2.00	0.00	0.00	11.40	22.80
BOLT-CRG .750-10 X 4.50			Whse: 001			
5005074	EACH	2.00	0.00	0.00	1.12	2.24
3/4-10 ELASTIC STOP NUT			Whse: 001			
5005189	EACH	2.00	0.00	0.00	3.43	6.86
.750 PLNWSHR-A/W			Whse: 001			
1121402	EACH	1.00	0.00	0.00	1,618.61	1,618.61
FSO-MBRM COVER W/DECALS			Whse: 001			
1111167	EACH	2.00	0.00	0.00	283.67	567.34
FSO-MBRM LIFT CYL PIN KEEPER			Whse: 001			
1021051	EACH	1.00	0.00	0.00	127.06	127.06
FLANGE BEARING - A			Whse: 001			
1097905	EACH	1.00	0.00	0.00	475.05	475.05
WLDT-MBRM CORE SPDL			Whse: 001			
1075096	EACH	1.00	0.00	0.00	283.95	283.95
WLDT-MB DRIVE HUB			Whse: 001			
1074596	EACH	1.00	0.00	0.00	29.45	29.45
ADAP-MB HUB SPINDLE			Whse: 001			

Continued

Quote

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Customer P.O.	Ship VIA	F.O.B.	Terms			
4MH10706 QUOTE			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1097727	EACH	1.00	0.00	0.00	439.36	439.36
AY-MB MOTOR DRIVE MT			Whse: 001			
1097901	EACH	1.00	0.00	0.00	44.18	44.18
SPDL-TORQUE ARM BRG			Whse: 001			
1097882	EACH	2.00	0.00	0.00	43.49	86.98
SPACER-TORQUE ARM			Whse: 001			
5005090	EACH	1.00	0.00	0.00	0.70	0.70
.500-13 ELAS STOP NUT			Whse: 001			
1000061	EACH	1.00	0.00	0.00	1.58	1.58
STUD WSHR,,38 PLATED			Whse: 001			
5003905	EACH	1.00	0.00	0.00	4.66	4.66
HHCS,3/4-10 X 3 1/2			Whse: 001			
5005189	EACH	2.00	0.00	0.00	3.43	6.86
.750 PLNWSHR-A/W			Whse: 001			
1098051	EACH	1.00	0.00	0.00	469.83	469.83
WLDT-MBRM REAR COVER			Whse: 001			
1110500	EACH	2.00	0.00	0.00	445.56	891.12
WLDT-4M TOW BAR LINK			Whse: 001			
1034588	EACH	4.00	0.00	0.00	13.03	52.12
SEAL			Whse: 001			
1072708	EACH	4.00	0.00	0.00	129.49	517.96
PIN-LINKARM PIVOT			Whse: 001			
1078961	EACH	2.00	0.00	0.00	19.19	38.38
BRG-POLYLUBE MRP 2.0			Whse: 001			
1111305	EACH	2.00	0.00	0.00	249.31	498.62
PIN-MBRM TOWBAR PIVOT			Whse: 001			

Continued

Quote

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Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
4MH10706 QUOTE			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1074943	EACH	12.00	0.00	0.00	4.82	57.84
WASHER-2.00 NYLON			Whse: 001			
6207094	EACH	2.00	0.00	0.00	3.11	6.22
LOCKING PIN			Whse: 001			
1034731	EACH	4.00	0.00	0.00	36.56	146.24
COLLAR			Whse: 001			
1095842	EACH	2.00	0.00	0.00	5.82	11.64
PL-LINK PIN KEEPER			Whse: 001			
1033300	EACH	8.00	0.00	0.00	0.31	2.48
10-24 X .75 HSBHCS			Whse: 001			
5009694	EACH	8.00	0.00	0.00	0.25	2.00
#10/M5 PLNWSHR-A/W			Whse: 001			
1036356	EACH	8.00	0.00	0.00	0.17	1.36
#10-24 REG HEX ELN			Whse: 001			
5003432	EACH	4.00	0.00	0.00	1.19	4.76
BOLT-CRG.375-16X1.25			Whse: 001			
5005088	EACH	24.00	0.00	0.00	0.34	8.16
.375-16UNC ESN			Whse: 001			
5003835	EACH	6.00	0.00	0.00	0.93	5.58
HHCS,3/8 X 5			Whse: 001			
5005184	EACH	24.00	0.00	0.00	0.35	8.40
.375/M10 PLNWSHR-A/W			Whse: 001			
1103374	EACH	1.00	0.00	0.00	13.99	13.99
PL-LH BULKHEAD			Whse: 001			
1097990	EACH	1.00	0.00	0.00	15.46	15.46
PL-RH BULKHEAD			Whse: 001			

Continued

Quote

W. E. TIMMERMAN CO., INC
PO BOX 71
3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
Fx: (908) 534-2320



Order Number: 0198605

Order Date: 2/6/2025

BERGEN COUNTY CO-OP

Customer Number: W ORANG

Sold To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Ship To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Confirm To:

Customer P.O.		Ship VIA		F.O.B.		Terms	
4MH10706 QUOTE						NET 30 DAYS	
Item Number	Unit	Ordered	Shipped		Back Order	Price	Amount
1096880	EACH	2.00	0.00		0.00	57.17	114.34
PIN-ELEV LIFT CYL			Whse: 001				
1122259	EACH	2.00	0.00		0.00	9.57	19.14
PL-LATCH SPACER			Whse: 001				
1110957	EACH	1.00	0.00		0.00	141.02	141.02
PL-LWR DEFLECTOR CLAMP			Whse: 001				
7873202	EACH	1.00	0.00		0.00	518.01	518.01
SINGLE WRAP MAIN BROOM 60			Whse: 001				
1129214	EACH	1.00	0.00		0.00	4,382.50	4,382.50
FSO-4M MBRM SIDE SPRT			Whse: 001				
1120305	EACH	2.00	0.00		0.00	934.01	1,868.02
AY-TOW BAR LINK, 4M, GREASED			Whse: 001				

1041330	EACH	1.00	0.00		0.00	87.21	87.21
CURTAIN, CENTERBOARD-E/F			Whse: 001				
5002901	EACH	8.00	0.00		0.00	0.66	5.28
.312-18X1 HHCS			Whse: 001				
5005183	EACH	8.00	0.00		0.00	0.37	2.96
.312/M8 PLNWSHR-A/W			Whse: 001				
5005073	EACH	8.00	0.00		0.00	0.35	2.80
ESN 5/16-18			Whse: 001				
1097903	EACH	1.00	0.00		0.00	156.42	156.42
PL-MBRM BEARING MT			Whse: 001				
1110989	EACH	1.00	0.00		0.00	158.71	158.71
WLDT-MBRM COVER MNT RHS			Whse: 001				
1110990	EACH	1.00	0.00		0.00	158.49	158.49
WLDT-MBRM COVER MNT LHS			Whse: 001				

Continued

Quote

W. E. TIMMERMAN CO., INC
PO BOX 71
3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
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Order Number: 0198605

Order Date: 2/6/2025

BERGEN COUNTY CO-OP

Customer Number: W ORANG

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WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

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 W ORANGE, NJ 07052

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms				
4MH10706 QUOTE			NET 30 DAYS				
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
1109585	EACH	2.00	0.00	0.00	54.91	109.82	
LATCH-LEVER DRAW CONCEALED			Whse: 001				
1097902	EACH	1.00	0.00	0.00	2,107.19	2,107.19	
AY-MBRM LIFT ARM LH			Whse: 001				
1097896	EACH	1.00	0.00	0.00	1,545.34	1,545.34	
AY-MBRM ARM BRG RH			Whse: 001				
1098053	EACH	1.00	0.00	0.00	405.66	405.66	
COVER-MBRM REAR RBR			Whse: 001				
CONVEYOR							
1121671	EACH	1.00	0.00	0.00	1,485.61	1,485.61	
WLDT-UPPER ROLLER,4M			Whse: 001				
1105010	EACH	1.00	0.00	0.00	1,600.66	1,600.66	
WLDT-LOWER ROLLER			Whse: 001				
1105630	EACH	1.00	0.00	0.00	111.70	111.70	
SCRAPER-ROLLER			Whse: 001				
1105631	EACH	1.00	0.00	0.00	84.55	84.55	
SCRAPER-BELT			Whse: 001				
1105632	EACH	1.00	0.00	0.00	25.05	25.05	
PL-SCRAPER BAR			Whse: 001				
1034473	EACH	2.00	0.00	0.00	153.51	307.02	
BEARING - E/F			Whse: 001				
1105668	EACH	2.00	0.00	0.00	63.05	126.10	
SCRAPER-BELT			Whse: 001				
1034474	EACH	2.00	0.00	0.00	179.16	358.32	
BEARING - E/F			Whse: 001				
1035148	EACH	2.00	0.00	0.00	18.08	36.16	
PLATE -E/F			Whse: 001				

Continued

Quote

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Order Number: 0198605

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Confirm To:

Customer P.O.		Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE					NET 30 DAYS		
Item Number	Unit	Ordered	Shipped		Back Order	Price	Amount
1105764	EACH	2.00	0.00		0.00	119.60	239.20
THREADED ROD			Whse: 001				
5005053	EACH	4.00	0.00		0.00	2.72	10.88
.875-9 HEX NUT			Whse: 001				
1105830	EACH	1.00	0.00		0.00	749.58	749.58
WLDT-ENCLOSURE RH			Whse: 001				
1104984	EACH	1.00	0.00		0.00	904.28	904.28
WLDT-ENCLOSURE LH			Whse: 001				
1105827	EACH	1.00	0.00		0.00	906.72	906.72
WLDT CONVEYOR FLOOR			Whse: 001				
1106137	EACH	2.00	0.00		0.00	60.53	121.06
SEAL-CONVEYOR HSG SIDE			Whse: 001				
1105644	EACH	1.00	0.00		0.00	96.56	96.56
SEAL-CONVEYOR HSG TOP			Whse: 001				
5005090	EACH	4.00	0.00		0.00	0.70	2.80
.500-13 ELAS STOP NUT			Whse: 001				
1139032	EACH	4.00	0.00		0.00	3.06	12.24
BOLT-CRG .500-13 X 2.00			Whse: 001				
5002902	EACH	16.00	0.00		0.00	0.67	10.72
.375-16 X 1.50 HHCS			Whse: 001				
5005183	EACH	105.00	0.00		0.00	0.37	38.85
.312/M8 PLNWSHR-A/W			Whse: 001				
5009521	EACH	4.00	0.00		0.00	0.46	1.84
.375-16UNC X1.0 HHCS			Whse: 001				
5005204	EACH	7.00	0.00		0.00	0.17	1.19
.375 LWSHR-HEL SPRG			Whse: 001				

Continued

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 W ORANGE, NJ 07052

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms			
4MH10706 QUOTE			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
5005073	EACH	65.00	0.00	0.00	0.35	22.75
ESN 5/16-18			Whse: 001			
5005088	EACH	16.00	0.00	0.00	0.34	5.44
.375-16UNC ESN			Whse: 001			
5003810	EACH	10.00	0.00	0.00	0.37	3.70
5/16 X 1 1/4 NC HHCS			Whse: 001			
5005203	EACH	16.00	0.00	0.00	0.21	3.36
.312 LWSHR-HEL SPRG			Whse: 001			
5003807	EACH	10.00	0.00	0.00	0.33	3.30
5/16-18 X 3/4 HHCS			Whse: 001			
1101791	EACH	16.00	0.00	0.00	0.77	12.32
BOLT-CRG .312-18 X 1.00			Whse: 001			
5009529	EACH	8.00	0.00	0.00	0.43	3.44
HHCS,.50 NC X 1.50			Whse: 001			
5005206	EACH	8.00	0.00	0.00	0.42	3.36
.500 LWSHR-HEL SPRG			Whse: 001			
5005186	EACH	8.00	0.00	0.00	0.83	6.64
.500 PLNWSHR-A/W			Whse: 001			
1038213	EACH	16.00	0.00	0.00	1.66	26.56
.3125-18X.62 CLIP NT			Whse: 001			
5003807	EACH	16.00	0.00	0.00	0.33	5.28
5/16-18 X 3/4 HHCS			Whse: 001			
5005184	EACH	30.00	0.00	0.00	0.35	10.50
.375/M10 PLNWSHR-A/W			Whse: 001			
5009522	EACH	4.00	0.00	0.00	0.55	2.20
.375-16 X1.25 HHCS			Whse: 001			

Continued

Quote

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3554 ROUTE 22 WEST
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BERGEN COUNTY CO-OP

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Ship To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Confirm To:

Customer P.O.	Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
5005424	EACH	2.00	0.00	0.00	1.96	3.92
ROLL PIN 5/16 X 1 3/4			Whse: 001			
5003796	EACH	23.00	0.00	0.00	0.63	14.49
1/4-20 X1 1/2 HH CS			Whse: 001			
5005100	EACH	23.00	0.00	0.00	0.15	3.45
.250-20 ESN			Whse: 001			
1038691	EACH	1.00	0.00	0.00	18.69	18.69
HEX HEAD PLUG,-12,BRASS			Whse: 001			
5003822	EACH	3.00	0.00	0.00	0.30	0.90
HHCS,3/8-16 X 7/8			Whse: 001			
1036088	EACH	3.00	0.00	0.00	0.15	0.45
.375/M10 PLNWSHR-A/N			Whse: 001			
1101852	EACH	18.00	0.00	0.00	0.85	15.30
BOLT-CRG .312-18 X 0.75			Whse: 001			
1107823	EACH	2.00	0.00	0.00	9.58	19.16
SHIELD-CONV BEARING			Whse: 001			
5010160	EACH	2.00	0.00	0.00	1.22	2.44
CLAMP			Whse: 001			
1107572	EACH	1.00	0.00	0.00	75.88	75.88
BRKT-LH LOWER DFLCTR SUPPORT			Whse: 001			
1107573	EACH	1.00	0.00	0.00	75.88	75.88
BRKT-RH LOWER DFLCTR SUPPORT			Whse: 001			
1107825	EACH	1.00	0.00	0.00	92.02	92.02
WLDT-CONV COVER CLAMP			Whse: 001			
1107568	EACH	2.00	0.00	0.00	39.83	79.66
PL-CONVEYOR DFLCTR CLAMP			Whse: 001			

Continued

Quote

W. E. TIMMERMAN CO., INC
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3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
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Order Number: 0198605

Order Date: 2/6/2025

BERGEN COUNTY CO-OP
Customer Number: W ORANG

Sold To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Ship To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Confirm To:

Customer P.O.		Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE					NET 30 DAYS		
Item Number	Unit	Ordered	Shipped		Back Order	Price	Amount
1107811	EACH	2.00	0.00		0.00	49.45	98.90
CONVEYOR REAR SKIRT			Whse: 001				
1107821	EACH	2.00	0.00		0.00	79.76	159.52
WLDT-INNER CONV SKIRT CLAMP			Whse: 001				
1107819	EACH	2.00	0.00		0.00	9.64	19.28
CONVEYOR BELT SIDE SKIRT			Whse: 001				
1107818	EACH	2.00	0.00		0.00	82.10	164.20
PL-INNER CONV SKIRT			Whse: 001				
1076606	EACH	6.00	0.00		0.00	1.60	9.60
BOLT-CRG.375-16X1.00			Whse: 001				
7870206	EACH	8.00	0.00		0.00	0.30	2.40
D-.250M6 PLNWSHR-A/N			Whse: 001				
5005100	EACH	8.00	0.00		0.00	0.15	1.20
.250-20 ESN			Whse: 001				
1107877	EACH	1.00	0.00		0.00	532.16	532.16
WLDT-UPPER CONV COVER			Whse: 001				
1107571	EACH	1.00	0.00		0.00	138.51	138.51
PL-RH CONV DEBRIS CHUTE			Whse: 001				
1107570	EACH	1.00	0.00		0.00	138.08	138.08
PL-LH CONV DEBRIS CHUTE			Whse: 001				
1107472	EACH	2.00	0.00		0.00	329.51	659.02
WLDT-CONVEYOR LIFT			Whse: 001				
1104629	EACH	1.00	0.00		0.00	79.36	79.36
HOSE-REMOTE GREASE LINE			Whse: 001				
1108947	EACH	1.00	0.00		0.00	45.55	45.55
HOSE-REMOTE CONV GRS LINE			Whse: 001				

Continued

Quote

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Confirm To:

Customer P.O.	Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1070409	EACH	2.00	0.00	0.00	2.94	5.88
CLAMP-DOUBLE			Whse: 001			
7076063	EACH	2.00	0.00	0.00	17.94	35.88
D-GREASE ADAPTER			Whse: 001			
1112555	EACH	7.00	0.00	0.00	0.85	5.95
PUSH NUT 5/16			Whse: 001			
1112537	EACH	1.00	0.00	0.00	156.55	156.55
WLDT-CONVEYOR RETENTION SPRT			Whse: 001			
1116295	EACH	1.00	0.00	0.00	217.29	217.29
PL-LOWER CONVEYOR COVER			Whse: 001			
1116294	EACH	1.00	0.00	0.00	248.43	248.43
PL-MIDDLE CONVEYOR COVER			Whse: 001			
1118892	EACH	1.00	0.00	0.00	808.70	808.70
WLDT-CONVEYOR LWR FLOOR			Whse: 001			
1118971	EACH	1.00	0.00	0.00	3,785.59	3,785.59
BELT-CHEVRON 240.0""			Whse: 001			
1117258	EACH	2.00	0.00	0.00	42.33	84.66
BELT SPLICE PLATE			Whse: 001			
1097153	EACH	2.00	0.00	0.00	212.84	425.68
RLR-UHMW ELEV SPRT			Whse: 001			
1102837	EACH	2.00	0.00	0.00	16.81	33.62
WASHER-UHMW FLANGE			Whse: 001			
1102838	EACH	2.00	0.00	0.00	45.04	90.08
PL-END RETAINER			Whse: 001			
1032485	EACH	4.00	0.00	0.00	4.14	16.56
HSFHCS,,31-18X.75GR8			Whse: 001			

Continued

Quote

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Customer P.O.	Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1107833	EACH	2.00	0.00	0.00	28.12	56.24
CONVEYOR FRONT CURTAIN			Whse: 001			
1107826	EACH	2.00	0.00	0.00	42.49	84.98
PL-CONV SIDE SKIRT			Whse: 001			
1107832	EACH	2.00	0.00	0.00	59.55	119.10
WLDT-SIDE SKIRT CLAMP			Whse: 001			
1011839	EACH	4.00	0.00	0.00	13.30	53.20
TOW BAR BUSHING			Whse: 001			
1101791	EACH	12.00	0.00	0.00	0.77	9.24
BOLT-CRG .312-18 X 1.00			Whse: 001			
1107838	EACH	2.00	0.00	0.00	12.60	25.20
PL-CONV SD SKIRT CLAMP			Whse: 001			
1132930	EACH	1.00	0.00	0.00	2,487.67	2,487.67
AY-4M MAINBROOM COVER			Whse: 001			
5003796	EACH	23.00	0.00	0.00	0.63	14.49
1/4-20 X1 1/2 HH CS			Whse: 001			
5005100	EACH	23.00	0.00	0.00	0.15	3.45
.250-20 ESN			Whse: 001			
1107818	EACH	2.00	0.00	0.00	82.10	164.20
PL-INNER CONV SKIRT			Whse: 001			
1107811	EACH	2.00	0.00	0.00	49.45	98.90
CONVEYOR REAR SKIRT			Whse: 001			
1121802	EACH	1.00	0.00	0.00	461.04	461.04
WLDT-CONV/ELEV GUIDE,RH			Whse: 001			
1121800	EACH	1.00	0.00	0.00	465.58	465.58
WLDT-CONV/ELEV GUIDE,LH			Whse: 001			

Continued

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4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1103357	EACH	1.00	0.00	0.00	993.02	993.02
CYL AY-HYD 1.50/9.50			Whse: 001			
1101787	EACH	2.00	0.00	0.00	178.92	357.84
AY-SQUARE GROOVE ROLLER			Whse: 001			
SIDE BROOM						
1117245	EACH	1.00	0.00	0.00	1,290.85	1,290.85
ACTUATOR-LINEAR 24V			Whse: 001			
1096368	EACH	1.00	0.00	0.00	113.11	113.11
PIN-SBRM PIVOT PIN			Whse: 001			
1091483	EACH	4.00	0.00	0.00	34.25	137.00
WELDMENT - PIN			Whse: 001			
1095960	EACH	8.00	0.00	0.00	44.87	358.96
BRG-MRP SEALED .75			Whse: 001			
1096367	EACH	2.00	0.00	0.00	12.68	25.36
WASHER-1.50 UHMW-PE			Whse: 001			
1096366	EACH	2.00	0.00	0.00	9.00	18.00
BRG-MRP 1.5 IDX2 OD			Whse: 001			
7076230	EACH	1.00	0.00	0.00	1,345.53	1,345.53
OIL COOLER FAN			Whse: 001			
HYDRAULIC						
1087317	EACH	1.00	0.00	0.00	301.82	301.82
TRANSDUCER-500 PSI			Whse: 001			
1087318	EACH	1.00	0.00	0.00	273.38	273.38
TRANSDUCER-3000 PSI			Whse: 001			
7374184	EACH	1.00	0.00	0.00	185.84	185.84
SOLENOID VALVE - NC			Whse: 001			
7374164	EACH	1.00	0.00	0.00	419.50	419.50
2P3W SOLENOID VALVE N.O.			Whse: 001			

Continued

Quote

W. E. TIMMERMAN CO., INC
PO BOX 71
3554 ROUTE 22 WEST
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
Fx: (908) 534-2320



Order Number: 0198605

Order Date: 2/6/2025

Customer Number: W ORANG
 BERGEN COUNTY CO-OP

Sold To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Ship To:

WEST ORANGE TOWNSHIP
 TREASURER'S OFFICE
 66 MAIN ST
 W ORANGE, NJ 07052

Confirm To:

Customer P.O.	Ship VIA	F.O.B.		Terms		
4MH10706 QUOTE				NET 30 DAYS		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HOPPER						
1098726	EACH	1.00	0.00	0.00	326.23	326.23
WLDT-ACCESS DOOR			Whse: 001			
5005073	EACH	7.00	0.00	0.00	0.35	2.45
ESN 5/16-18			Whse: 001			
5005183	EACH	14.00	0.00	0.00	0.37	5.18
.312/M8 PLNWSHR-A/W			Whse: 001			
5002901	EACH	7.00	0.00	0.00	0.66	4.62
.312-18X1 HHCS			Whse: 001			
1121145	EACH	1.00	0.00	0.00	1,379.99	1,379.99
WLDT-HOPPER CHUTE			Whse: 001			
1060274	EACH	1.00	0.00	0.00	7.08	7.08
PIN, .62X2.5 CLEVIS			Whse: 001			
1072211	EACH	1.00	0.00	0.00	119.71	119.71
ROD END, .625 MALE			Whse: 001			
1033301	EACH	1.00	0.00	0.00	0.99	0.99
.625-18 HEX JAM NUT			Whse: 001			
1102720	EACH	1.00	0.00	0.00	372.92	372.92
AY-N.C. SPRING LEVER SWITCH			Whse: 001			
/M						125.00
MISC SHOP SUPPLIES & EDF						
/3	EACH	61.00	0.00	0.00	164.00	10,004.00
LABOR						

Net Order: 67,954.64
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 67,954.64

100-25
March 25, 2025

**A RESOLUTION APPROVING A CHANGE ORDER FROM CME ASSOCIATES FOR
REMEDIAL SERVICES AT 25 LAKESIDE AVENUE (DPW BUILDING)**

WHEREAS, by Resolution 350-23 on October 10, 2023 attached herein as Exhibit “A”, the Township Council approved a contract for Professional Environmental and Licensed Site Remediation Services with CME Associates (CME) of Monmouth Junction, N.J. for the DPW Building located at 25 Lakeside Avenue; and

WHEREAS, a recent groundwater analysis at the site identified an additional Area of Concern (AOC) at the Salt Dome area of the property; and

WHEREAS, the additional work required to investigate this new AOC is not included in the original contract; and

WHEREAS, the additional work required to investigate the AOC requires installation of two new monitoring wells and conducting additional groundwater testing at up to ten locations on site; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township accepts the Change Order for this additional work from CME attached herein as Exhibit “B,” not to exceed \$19,700.00 to complete the scope of work;

AND 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, Municipal Clerk

Joe Krakoviak, Council President

Adopted: March 25, 2025

I hereby certify funds available from Account No.: **2021 Capital Budget**
03-2662-21-0100-010

John C. Ditinyak, Chief Financial Officer

TOWNSHIP OF WEST ORANGE

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

PURCHASE ORDER**100-25**

Purchase Order Number

NO. 182229

This number must appear on
all packages, invoices, and
correspondence.

VOUCHER MUST BE RETURNED FOR PAYMENT

4

Ship to: TOWNSHIP OF WEST ORANGE
ENGINEERING DEPARTMENT
25 LAKESIDE AVE
WEST ORANGE, NJ 07052
FOB DESTINATION FREIGHT PREPAID & CHARGED BACK

Vendor: CME ASSOCIATES
1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

Account 03-3814-23-0400-020 **ORD# 2814-23 -- Engineering/DPW- 25 Lakeside Avenue -- Outdoor Facility Improvement**

Vendor Code 1003336 Date of Order 11/03/23 Requisition # 0

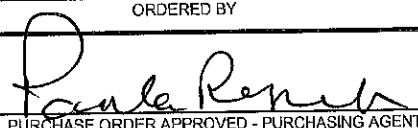
Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		RES 350-23 PROF SERV REMEDIAL INVEST 25 LAKESIDE AVE	198,940.000	198,940.00

Purchase Order Total:
THIS ORDER IS TAX EXEMPT PER NJSA
54:32B-9(a)(1) TAX EXEMPT ID NO. 22-6002396

198,940.00

Mandatory Prevailing Wage Policy P.L. 2007,c.68 for all Public Works Contractors and Sub-Contractors

Proof of Business Registration Certificate is Mandatory. P.L. 2004 57.Pursuant to NJSA 2A:30A2 the TWO has an ADR policy.

CLAIMANT'S CERTIFICATION I DO SOLEMNLY DECLARE AND CERTIFY UNDER THE PENALTIES OF THE LAW THAT THE WITHIN BILL IS CORRECT IN ALL ITS PARTICULARS; THAT THE ARTICLES HAVE BEEN FURNISHED OR SERVICES RENDERED AS STATED THEREIN; THAT NO BONUS HAS BEEN GIVEN OR RECEIVED BY ANY PERSON OR PERSONS WITH THE KNOWLEDGE OF THIS CLAIMANT IN CONNECTION WITH THE ABOVE CLAIM; THAT THE AMOUNT THEREIN STATED IS JUSTLY DUE AND OWING; AND THAT THE AMOUNT CHARGED IS A REASONABLE ONE.	OFFICER'S OR EMPLOYEE'S CERTIFICATION HAVING KNOWLEDGE OF THE FACTS IN THE COURSE OF REGULAR PROCEDURES, I CERTIFY THAT THE MATERIALS AND SUPPLIES HAVE BEEN RECEIVED OR THE SERVICES RENDERED; SAID CERTIFICATION IS BASED ON DELIVERY SLIPS ACKNOWLEDGED BY A MUNICIPAL OFFICIAL OR EMPLOYEE OR OTHER REASONABLE PROCEDURES.	VOUCHER MUST BE SUBMITTED TO THE TOWNSHIP TREASURER ON OR BEFORE THE 1ST DAY OF THE MONTH FOR PAYMENT
(X) _____ VENDOR SIGN HERE	_____ DEPARTMENT HEAD	_____ DEPARTMENT
OFFICIAL POSITION _____ DATE _____ SIGN AND RETURN ONLY THIS ORIGINAL FOR PAYMENT	CERTIFICATION OF FUNDS AVAILABILITY _____ CHIEF FINANCIAL OFFICER	ORDERED BY  PURCHASE ORDER APPROVED - PURCHASING AGENT

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

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

PURCHASE ORDER

Purchase Order Number
NO: 182229
This number must appear on all packages, invoices, and correspondence.

VOUCHER MUST BE RETURNED FOR PAYMENT

4

Vendor: CME ASSOCIATES
1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

Ship to: TOWNSHIP OF WEST ORANGE
ENGINEERING DEPARTMENT
25 LAKESIDE AVE
WEST ORANGE, NJ 07052
FOB DESTINATION FREIGHT PREPAID & CHARGED BACK

Account 03-3814-23-0400-020 **ORD# 2814-23 -- Engineering/DPW- 25 Lakeside Avenue -- Outdoor Facility Improvement**

Vendor Code 1003336 Date of Order 11/03/23 Requisition # 0

Quantity	Unit	Description of Materials or Service	Unit Price	Extended
1.0000		RES 350-23 PROF SERV REMEDIAL INVEST 25 LAKESIDE AVE	198,940.000	198,940.00

Purchase Order Total: 198,940.00
THIS ORDER IS TAX EXEMPT PER NJSA
54:32B-9(a)(1) TAX EXEMPT ID NO. 22-6002396

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Proof of Business Registration Certificate is Mandatory. P.L. 2004 57.Pursuant to NJSA 2A:30A2 the TWO has an ADR policy.

Date Mailed _____

Date Received _____

Comments _____

Accounts Payable Copy



TOWNSHIP OF WEST ORANGE

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

DEPARTMENT OF PUBLIC WORKS

SUSAN McCARTNEY

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Municipal Engineer

Director of Public Works

September 25, 2023

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

RE: AWARD OF PROFESSIONAL SERVICES CONTRACT
REMEDIAL INVESTIGATION
DEPARTMENT OF PUBLIC WORKS, 25 LAKESIDE AVENUE
TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP CASE # 22-07-27-1645-19 AND 22-11-14-1414-25
NJDEP SRP PI# 014423

Mayor McCartney, Council President Williams and Council Members,

CME Associates of Monmouth Junction, NJ is contracted to provide Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Public Works Building located at 25 Lakeside Avenue. Matrix New World of Florham Park, NJ conducted a Preliminary Assessment Report of this property associated with this parcel's redevelopment back in August 2022. As a result, new areas of concern were discovered at the site. Manal Baba of CME Associates is the Licensed Site Remediation Professional (LSRP) and she and her firm performed additional site investigations of the 21 areas of concern (AOC) identified by Matrix New World.

CME conducted the site investigation in accordance with NJDEP requirements and guidance documents. Soil samples were collected and groundwater samples were obtained from temporary well points located in close proximity to the AOC's. Based on the results of the site investigation sampling, a remedial investigation of the impacted AOC's and delineation of impacted soil and groundwater at the site is required.

Attached, please find a proposal from CME Associates dated April 14, 2023 to conduct a remedial investigation of eight (8) impacted areas of concern to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements.

The services proposed include 4 tasks:

Task 1: Soil Delineation – Soil Borings and Sampling

Task 2: Groundwater Investigation – Monitoring Wells Installation

Task 3: Groundwater Sampling

Task 4: LSRP Project Management, Reporting – Data Evaluation and Remedial Investigation Report

Task 4.1: Health and Safety Plan

Task 4.2: Quality Assurance Project Plan

Task 4.3: Update Receptor Evaluation

The fee for this service is \$198,940.00 and a copy of the proposal is attached. I request you approve obtaining CME Associates to perform these LSRP services. A resolution authorizing the same is attached.

If you have any questions, please contact me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tb

cc: John Gross

Richard Trenk

Manal Baba, CME Associates

RESOLUTION

WHEREAS, CME Associates of Monmouth Junction, NJ is contracted to provide Professional Environmental and Licensed Site Remediation Professional (LSRP) Services at the Public Works Building located at 25 Lakeside Avenue; and

WHEREAS, Matrix New World conducted a Preliminary Environmental Assessment associated with this parcel's redevelopment; and

WHEREAS, new areas of concern were discovered at the site; and

WHEREAS, Manal Baba, of CME Associates, formerly of T&M Associates of Middletown, New Jersey, is the Licensed Site Remediation Professional (LSRP) for the Public Works Building at 25 Lakeside Avenue; and

WHEREAS, CME conducted the site investigation of the 21 new areas of concern; and

WHEREAS, based on the results of the site investigation sampling, a remedial investigation and delineation of impacted soil and groundwater is required for eight areas of concern; and

WHEREAS, the firm of CME Associates prepared a proposal dated April 14, 2023 to conduct a remedial investigation of impacted areas of concern to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements in the amount of \$198,940.00; and

WHEREAS, the services proposed include 4 tasks:

Task 1: Soil Delineation – Soil Borings and Sampling

Task 2: Groundwater Investigation – Monitoring Wells Installation

Task 3: Groundwater Sampling

Task 4: LSRP Project Management, Reporting – Data Evaluation and Remedial Investigation Report

Task 4.1: Health and Safety Plan

Task 4.2: Quality Assurance Project Plan

Task 4.3: Update Receptor Evaluation

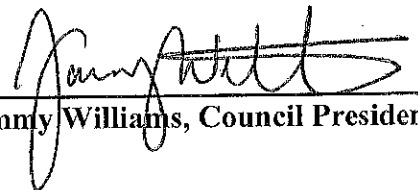
WHEREAS, the Municipal Engineer finds the proposal acceptable; and

WHEREAS, sufficient funds exist for this work; and

WHEREAS, the Township Council concurs in the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a Professional Services contract be awarded to CME Associates, 3759 Highway 1 South, Suite 100, Monmouth Junction, New Jersey 08852, Manal Baba, LSRP, to provide professional services to conduct remedial investigation of impacted areas of concern at the Public Works Building, 25 Lakeside Avenue in accordance with their proposal dated April 14, 2023 for a fee not to exceed \$198,940.00.

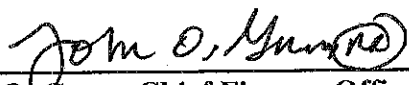

Karen J. Carneyale, RMC,
Municipal Clerk


Tammy Williams, Council President

Adopted: October 10, 2023

I certify funds are available from:

Account Number
2023 Capital Budget
\$198,940.00


John O. Gross, Chief Finance Officer

03-3814-23-0400-020





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

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

April 14, 2023

Mr. John Gross
Township Business Administrator/CFO
Township of West Orange
66 Main Street
Room 111
West Orange, NJ 07052
jgross@westorange.org
Phone: (973) 325-4050

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

**Re: Proposal for Professional Services – Remedial Investigation
Department of Public Works at 25 Lakeside Avenue
Township of West Orange, Essex County, New Jersey
NJDEP CASE # 22-07-27-1645-19 & 22-11-14-1414-25
NJDEP SRP PI# 014423**

Dear Mr. Gross:

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

This proposal is in response to the Township's request for a Scope of Services to perform remedial investigation to advance investigation and delineation of impacted soil and groundwater at the Site. The additional environmental services are described below.

CME is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange DPW located at 25 Lakeside Avenue (Site) to complete the remedial action of impacts resulting from an on-Site 4,000-gallon gasoline underground storage tank (UST) discharge. Additionally, CME conducted a Site



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
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Investigation of the identified areas of concern (AOCs) in the Preliminary Assessment conducted by Matrix.

Matrix conducted a Preliminary Assessment (PA) at the Site and complete it in August 2022. Based on a review of the PA, several AOCs are identified, inside and around the DPW garage, that could be the source of the discharge at MW-9 and other potential discharges. Additional Site and Remedial investigation activities should be completed to investigate these new AOCs and the extent of impacted soil and groundwater related to any potential discharges.

CME conducted a Site Investigation (SI) in accordance with NJDEP requirements and guidance documents. As part of the investigation, soil samples were collected at the identified AOCs and groundwater samples were obtained from temporary well points installed at locations proximate to the AOCs. Based on the findings of the investigation, it appears that few discharges occurred at the Site which has impacted soil and groundwater at the Site. CME recommended further investigation be conducted in accordance with the Technical Requirements for Site Remediation (TRSR) (N.J.A.C. 7:26E) and NJDEP guidance documents to evaluate the extent of soil and groundwater impacts and determine the flow of groundwater beneath the Site.

Based on the results of the Site Investigation sampling, a Remedial Investigation of the impacted AOCs and delineation of impacted soil and groundwater at the Site is required.

This proposal was requested to conduct the required Remedial Investigation of the AOCs and complete the delineation of impacted soil and groundwater at the Site. The following scope of work is required to comply with the NJDEP Technical Requirements for Site Remediation at the Site and necessary to continue to advance the project towards a closure with Site-wide RAO.

The scope of work included in this proposal is based on the recommendations for investigation at AOCs identified in the PA and Site Investigation Report. The proposed scope of work is prepared to establish a Remedial Investigation of impacted AOCs to satisfy the New Jersey Department of Environmental Protection (NJDEP) requirements.

Note that based on the findings of the Remedial Investigation included in this proposal, further investigation and/or remediation may be warranted. This proposal does not include costs associated with additional investigation and remediation services beyond the scope of services presented herein.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 3 of 8

SCOPE OF SERVICES

The following proposed Scope of Services is based on the findings of the investigations (SI sampling results and additional soil and groundwater investigation), as well as the NJDEP requirements set forth in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS) (N.J.A.C. 7:26C), Underground Storage Tanks (UST Rules) (N.J.A.C. 7:14B), the Technical Requirements for Site Remediation (TRSR) (N.J.A.C. 7:26E) and applicable NJDEP guidance documents.

TASK 1: SOIL DELINEATION - SOIL BORINGS AND SAMPLING

CME will retain the services of a qualified drilling contractor (Geoprobe operator) to perform direct-push soil borings and advance borings in all the impacted AOCs at the Site where additional investigation for soil and groundwater as recommended in the SI. The additional sampling is required to complete the horizontal and vertical delineation of soils impacts at the Site and collect additional information to support development of a remedial action design.

Encountered soils will be screened for the presence of volatile organic compounds (VOCs) using a calibrated photoionization detector (PID), assessed for visual and olfactory indications of contamination, and logged by CME personnel. In order to complete the delineation of the horizontal and vertical extents of soil contamination identified at the Site, soil samples will be collected at appropriate locations and intervals proximate to previous samples and will be submitted for appropriate analytical parameters based on the contaminants previously identified at each location/AOC. Final boring/sample locations will be determined in the field and will be surveyed using handheld GPS equipment.

The additional sampling will be conducted at the following Impacted AOCs:

- AOC-1F Edison - Two (2) former oil tank ASTs at East Storage Area
- AOC-5G Former Edison Coal Pile at Exterior East Storage Yard
- AOC-10A Oil/Water Separator at Exterior West Side of Repair Garage
- AOC-11A Historic Fill Area depicted at Location of Former Rail Line and AOC-11B - Historic Fill - Miscellaneous Subsurface Fill and Building Debris throughout Site
- AOC-15B - Staining at Exterior Truck Park, South of Storage Garage
- AOC-18B - Former Edison: Concrete Coal Trestle (Rail Siding)



Mr. John Gross
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Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 4 of 8

- AOC-19 - Groundwater Contamination from Unknown/Off-Site Chlorinated Solvent Sources

Up to fifty (50) soil borings will be advanced to depths that range between approximately five (5) to twenty (20) feet below ground surface (ft bgs).

CME personnel will log all borings and will utilize a photoionization detector (PID) to screen for the presence of volatile organic compounds (VOCs). All boring locations will be surveyed using GPS equipment.

The soil samples at each AOC location will be analyzed for different parameters, including EPA Target Compound List volatile organic compounds (TCL VO+TICs), semi volatile organic compounds (TCL SVO+TICs) with a library search of the fifteen (15) highest Tentatively Identified Compounds (TICs) or PAHs, PCBs and TAL Metals. All soil samples will be submitted to a NJDEP-certified analytical laboratory for analysis.

One (1) field blank sample will also be collected each day of field activities. The field blank(s) will be handled and transported in the same manner and analyzed for the same parameters as the samples collected that day.

The samples will be collected and equipment will be decontaminated in accordance with the NJDEP Field Sampling Procedures Manual (August 2005 edition, revised April 2011). All samples will be submitted to a NELAP-accredited and NJDEP-certified laboratory for analysis on a standard turnaround time.

Upon receipt of laboratory test results, CME will compare all groundwater sample results against the current NJDEP Groundwater Quality Standards (GWQS) for Class II-A Aquifers (N.J.A.C. 7:9C) and the NJDEP Vapor Intrusion Screening Levels (VISL).

All the field work implemented at the Site during the site investigation will be supervised; field screening techniques will be performed in accordance with the NJDEP Technical Requirements for Site Remediation (N.J.A.C. 7:26E) to determine the potential presence of impacted materials.

TASK 2: GROUNDWATER INVESTIGATION – MONITORING WELLS INSTALLATION

Four (4) monitoring wells (MW-12 through MW-15) will be installed to assist in the proposed remedial action monitoring at the site. CME will retain a licensed driller to install the monitoring wells with 2-inch diameter PVC; three wells will be constructed to a depth of approximately (20)



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 5 of 8

feet and one well will be constructed as a double-cased deep well and will be installed to a depth of 40-45 feet below ground surface (bgs).

Based on the regional geology at the site vicinity, it is expected that the subsurface materials encountered will consist primarily of shale bedrock.

The depths and locations of the monitoring wells will be determined based on the findings of the investigations conducted to date to delineate the extent of contaminants identified during the initial sampling event.

The wells will be completed with a flush-mount cover. Drill cuttings will be placed in drums and properly disposed off-site at a licensed facility, and development water will be drummed for off-site disposal or properly treated prior to on-site discharge. A professional licensed surveyor will survey the monitoring wells. Well logs and Form A and Form B will be prepared to properly document the well construction.

TASK 3: GROUNDWATER SAMPLING

Two (2) rounds of groundwater samples will be collected from all monitoring wells to delineate the impacted groundwater and evaluate trends and seasonal fluctuations in contaminant concentrations and provide a baseline dataset for further remedial investigation, if needed.

- Two rounds of groundwater samples will be collected using existing wells and proposed monitoring wells MW-4 through MW-9. Sampling will be performed in accordance with USEPA Low Flow Sampling Procedures (March 1998).
- Water levels will be measured in all monitoring wells to confirm the groundwater flow direction. Water quality parameters will be directly measured in the field including conductivity, pH, temperature, redox potential, salinity, and dissolved oxygen (DO).
- All groundwater samples will be submitted for laboratory analysis for Target Compound List (TCL) VOCs and TCL semi volatile organic compounds (SVOCs) and TAL Metals in accordance with the TRSR and NJDEP guidance documents. Trip blank samples will accompany the groundwater sample(s) and will be analyzed for TCL VOCs and TBA. One (1) field blank sample will also be collected each day of field activities. The blanks will be handled and transported in the same manner and analyzed for the same parameters as the samples collected that day.

If groundwater contamination is delineated, additional groundwater sampling may be performed to evaluate compliance with remediation standards and determine if natural attenuation and CEA can be used as the groundwater remedial action at the Site; costs of the additional sampling are not included in this proposal.

If groundwater contamination is not delineated, additional monitoring wells and sampling will be required; costs is not included in this proposal.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 6 of 8

TASK 4: LSRP PROJECT MANAGEMENT, REPORTING - DATA EVALUATION AND REMEDIAL INVESTIGATION REPORT

LSRP Project Management: Licensed Site Remediation Professional (LSRP) services are required to be completed to comply with NJDEP regulatory requirements.

CME will provide effective project management services to complete the work proposed herein and will coordinate with the Borough and their subcontractor(s), CME's subcontractor(s), and the NJDEP, as necessary. CME's assigned LSRP will oversee remedial activities at the Site, prepare/certify related reports, and submit the required Site Remediation Reform Act (SRRA) forms to the NJDEP.

Task 4.1: Health and Safety Plan

A site-specific Health and Safety Plan (HASP) will be prepared in accordance with applicable Occupational Safety and Health Administration (OSHA) regulations and industry health and safety standards. The HASP will specify the health and safety procedures to be followed during implementation of the field activities at the Site in order to protect on site personnel and the general public, respond to emergencies, comply with environmental regulations, and prevent pollution as a result of work operations.

Task 4.2: Quality Assurance Project Plan

A site-specific Quality Assurance Project Plan (QAPP) for the proposed investigation activities will be prepared in accordance with the requirements at N.J.A.C. 7:26E-2.2 and NJDEP guidance documents. The QAPP will specify the quality assurance (QA) and quality control (QC) procedures to be implemented during the field activities at the Site.

Task 4.3: Update Receptor Evaluation

Pursuant to N.J.A.C. 7:26E-1.12 et seq., the receptor evaluation must be updated and submitted to the NJDEP along with any key document submittal (e.g., RIR). Accordingly, CME will conduct a receptor evaluation update based on the findings of the investigations proposed herein. CME will also complete and submit the required Receptor Evaluation Form to applicable government agencies (e.g., NJDEP, health department, municipal clerk).

PROPOSED BUDGET

The budget for completion of the proposed scope of work is **\$198,940** as indicated in the following table:

Task	Description	Cost
------	-------------	------



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 7 of 8

1	Soil Delineation - Soil Borings and Sampling	\$ 69,070
2	Groundwater Investigation – Monitoring Wells Installation	\$ 68,290
3	Groundwater Sampling	\$ 30,700
4	LSRP Project Management, Reporting - Data Evaluation and Remedial Investigation Report	\$ 30,880
Total		\$198,940

The proposed budget includes approximately **\$130,000** for subcontractor's fee, including laboratory analysis, equipment cost, etc., and NJDEP fees. The budget contained in this proposal is the firm's best estimate of the effort required to carry out the project as outlined in the scope of work. However, the client will be billed for the actual effort expended to implement the Scope of Services in accordance with the attached billing rates for Environmental Engineering and LSRP services. In no event will the client be billed or work performed in excess of the proposal amount without client's prior approval.

ASSUMPTIONS AND LIMITATIONS

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

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.



Mr. John Gross
Township Business Administrator/CFO
Re: Department of Public Works at 25 Lakeside Avenue – Remedial Investigation

April 14, 2023
Page 8 of 8

- 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- Principal
Director of Environmental Services

Enclosure

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



MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024

Senior Project Manager	\$187.00 Per Hour
Project Manager	\$186.00 Per Hour
Project Leader	\$185.00 Per Hour
Professional Engineer	\$184.00 Per Hour
Senior Project Engineer	\$179.00 Per Hour
Project Engineer	\$158.00 Per Hour
Senior Design Engineer	\$144.00 Per Hour
Design Engineer	\$137.00 Per Hour
Drone Pilot	\$143.00 Per Hour
Senior Engineering Technician	\$129.00 Per Hour
Engineering Technician/Management Information Systems Technician	\$122.00 Per Hour
Drone Technician	\$ 80.00 Per Hour
Professional Land Surveyor	\$181.00 Per Hour
Land Surveyor	\$161.00 Per Hour
Robotic Total Station	\$ 79.00 Per Hour
Party Chief	\$137.00 Per Hour
Survey Technician	\$106.00 Per Hour
Resident Engineer	\$164.00 Per Hour
Chief Construction Engineer	\$154.00 Per Hour
Senior Construction Engineer	\$129.00 Per Hour
Construction Engineer	\$123.00 Per Hour
Chief Construction Technician	\$106.00 Per Hour
Senior Construction Technician	\$ 94.00 Per Hour
Construction Technician	\$ 88.00 Per Hour
Technical Assistant	\$101.00 Per Hour
Senior CAD Technician	\$135.00 Per Hour
Licensed Landscape Architect	\$183.00 Per Hour
Senior Landscape Designer	\$164.00 Per Hour
Certified Tree Expert	\$146.00 Per Hour
Landscape Designer	\$130.00 Per Hour
Director of Planning	\$188.00 Per Hour
Professional Planner	\$187.00 Per Hour
Project Planner	\$155.00 Per Hour
Planning Technician	\$133.00 Per Hour
Partner	\$191.00 Per Hour
Principal	\$190.00 Per Hour
Managing Partner/Administrative Partner	\$201.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service..

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME'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, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



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



TIM W. GILLEN, PE, PP, CME (1991-2019)
 BRUCE M. KOCH, PE, PP, CME
 LOUIS J. PLOSKONKA, PE, CME
 TREVOR J. TAYLOR, PE, PP, CME
 BEHRAM TURAN, PE, LSRP
 LAURA J. NEUMANN, PE, PP
 DOUGLAS ROHMEYER, PE, CFM, CME
 ROBERT J. RUSSO, PE, PP, CME
 JOHN J. HESS, PE, PP, CME

March 11, 2025

Ms. Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
 Director, Municipal Engineer
 Department of Engineering
 Township of West Orange
 25 Lakeside Avenue, West Orange, NJ 07052
zcarballo@westorange.org

Mr. James Abbott
 Business Administrator
 66 Main Street
 West Orange, NJ 07052
policechief@wopd.org

**Re: Professional Environmental and Licensed Site Remediation Services
 Change Order for West Orange DPW at 25 Lakeside Avenue
 West Orange RES 350-23 - Purchase Order # 182229
 CME Project No. IWO-00380.13**

Dear Ms. Carballo:

CME Associates (CME) is currently contracted with the Township for Professional Environmental and Licensed Site Remediation Services consulting work at the West Orange DPW located at 25 Lakeside Avenue (Site). Recently, a contaminated Area of Concern (AOC) was identified at the Site (Salt Dome), the most recent groundwater analytical results confirmed a discharge at the Salt Dome as an additional impacted AOC which has to be investigated and remediated in accordance with the NJDEP Regulations and Guidance.

Additional remedial investigation activities should be completed to delineate the exceedances of Metals associated with the Salt Dome discharge and identify the extent of this discharge. The additional work required to investigate the new AOC is not included in the original proposal.

A review of the groundwater sampling documents and results at the Site and the off-site adjacent property Former Barton Press, it appeared that historical results for metals analysis showed exceedances for sodium at some of the Former Barton Press wells, located both in the upgradient and downgradient of the AOC source area (Salt Dome).

The investigation at the off-site adjacent property (Former Barton Press) is required to complete the groundwater delineation/groundwater remedial investigation at the DPW Site.

The additional work required to investigate the new AOC includes installation of two additional monitoring wells and conducting groundwater sampling at selected wells at the Former Barton Press property and the DPW property for the analysis of Metals at the same time for comparison. The following scope of work is required to comply with the NJDEP Technical Requirements for Site Remediation at the Site and necessary to continue to advance the project towards closure.



Ms. Zayibeth Carballo, PE,PLS,PP,CME,CFM,CFS
Director, Municipal Engineer

Re: Department of Public Works at 25 Lakeside Avenue – Change Order

March 11, 2025

Page 2

Additional two monitoring wells will be installed, and a groundwater sampling at selected 10 monitoring wells will be conducted and analyzed for Metals to determine the extent of the AOC discharge impacts.

CME will retain a licensed driller to install the monitoring wells with 2-inch diameter PVC; the wells will be constructed to a depth of approximately (20) feet below ground surface (bgs). The depths and locations of the monitoring wells will be determined based on the findings of the investigations conducted to date to delineate the extent of contaminants identified during the initial sampling event. The wells will be completed with a flush-mount cover. Drill cuttings will be placed in drums and properly disposed off-site at a licensed facility, and development water will be drummed for off-site disposal or properly treated prior to on-site discharge. A professional licensed surveyor will survey the monitoring wells. Well logs and Form A and Form B will be prepared to properly document the well construction.

One round of groundwater samples will be collected from ten (10) selected monitoring wells to delineate the impacted groundwater and provide a baseline dataset for further remedial investigation, if needed. Sampling will be performed in accordance with USEPA Low Flow Sampling Procedures (March 1998). Water levels will be measured in all monitoring wells to confirm the groundwater flow direction. Water quality parameters will be directly measured in the field including conductivity, pH, temperature, redox potential, salinity, and dissolved oxygen (DO). All groundwater samples will be submitted for laboratory analysis for TAL Metals in accordance with the TRSR and NJDEP guidance documents.

Our estimated cost to complete the additional required services is \$19,700.

Task	Description	Cost
1	Monitoring Wells Installation	\$ 10,200
2	Groundwater Sampling	\$ 9,500

We appreciate your consideration of the above and would be happy to answer any questions regarding this request.

Respectfully submitted,

CME Associates

Behram Turan, P.E., LSRP
Senior Vice President

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

**A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR
ENVIRONMENTAL SERVICES AT 4 TOMPKINS STREET (VACANT LOT)
NTE: \$33,700.00**

WHEREAS, on April 23, 2024, the Township of West Orange (the “Township”) received a revised proposal from Matrix New World Engineering, Land Surveying, and Landscape Architecture, P.C. (“Matrix”) to perform environmental services at 4 Tompkins Street; and

WHEREAS, the Township desires to remove and close an unregulated heating oil tank discovered on the Township-owned property, and conduct soil sampling on the site; and

WHEREAS, Matrix is qualified to do this work and has responsibly performed environmental services for the Township on other projects,

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 \$33,700.00 to complete the scope of work;

AND 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, Municipal Clerk

Joe Krakoviak, Council President

Adopted: March 25, 2025

I hereby certify funds available from Account No.: **2021 Capital Budget**
03-2663-21-0100-010

John C. Ditinyak, Chief Financial Officer

September 19, 2022
Revised April 23, 2024

101-25

Via Email (zcarballo@westorange.org)

Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Zayibeth Carballo

**RE: PROFESSIONAL SERVICES PROPOSAL
PROPERTY LOCATED AT 4 TOMPKINS STREET
4 TOMPKINS STREET
BLOCK 7, LOT 22
WEST ORANGE, ESSEX COUNTY, NEW JERSEY
NJDEP SRP PI NO. 757936
MATRIX NO. 22-0745**

Dear Ms. Carballo:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to submit the following proposal to the Township of West Orange (Client). This proposal encompasses professional site remediation services as requested for the above-referenced property located (the Site).

The proposed Scope of Services described below are based on the NJDEP requirements set forth in the Heating Oil Tank System Remediation Rules (N.J.A.C. 7:26F), Administrative Requirements for the Remediation of Contaminated Sites (ARRCS; N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (TRSR; N.J.A.C. 7:26E), NJDEP *Field Sampling Procedures Manual* (FSPM, November 2022 edition), and applicable NJDEP guidance documents.

INTRODUCTION

During a 2017 geophysical investigation at the Site a previously unidentified underground storage tank (UST) was identified. The UST is located in the south-central portion of the lot and the anomaly identified during the geophysical investigation was measured to be approximately 6-feet by 10-feet in size, which indicates a potential 1,000-gallon UST. The size, structure, and contents of the UST were not confirmed and there is no available documentation as the UST does not appear to be registered with NJDEP. Based on the historical use of the site as a residence, the UST is assumed to have been used for heating purposes. A review of historical aerial photographs indicates a structure has not been present on the parcel since at least 1974. No staining was observed in the immediate area where the UST was identified. In April 2017 soil samples collected around the perimeter of the UST did not identify detections of Extractable Petroleum Hydrocarbons (EPH). However, as the UST is not currently in-use, the tank needs to be closed in accordance with NJDEP requirements.

In addition to the UST, the Site is located in area that is identified by the NJDEP as mapped historic fill. A review of available historical Sanborn® Maps showed that entirety of the Site was identified as Marsh Land. The potential presence of historic fill at the Site warrants further investigation.

SCOPE OF SERVICES

The scope of services and associated fee is described in detail below:

ITEM 1: UHOT CLOSURE ACTIVITIES

Matrix will provide oversight activities of the unregulated heating oil tank (UHOT) removal and closure activities. For estimation purposes, it is assumed the closure activities will be completed in two (2) days.

Matrix will retain a licensed tank removal contractor to properly decommission the UHOT in accordance with applicable regulations and NJDEP guidance documents. The UHOT will be uncovered, cleaned, removed, and set on poly sheeting for inspection by local official. Once inspection has been conducted, the UHOT will be properly disposed. For purposes of this proposal and based on the previous sampling results, it is assumed no impacted soil will be removed for off-site disposal. The UST excavation will be backfilled with clean overburden and approximately 15 tons of imported certified clean fill backfill material. Costs are also included for disposal of up to 500 gallons of oil and residuals by vacuum truck.

Upon removal of the tank, Matrix will collect post-excavation soil samples for laboratory analysis, described below. If no groundwater is encountered, soil samples will be collected, every 5 feet, along the centerline of the tank invert (two samples). In addition, four sidewall samples will be collected from the excavation and placed on hold, pending the results of the centerline samples. If groundwater is encountered within the excavation, only the sidewall samples will be collected and will be automatically analyzed.

All soil samples will be submitted for laboratory analysis for Category 2 extractable petroleum EPH with contingent analysis for polycyclic aromatic hydrocarbons (PAHS) on 25% of those samples where EPH is detected at a concentration above 100 milligrams per kilogram (mg/kg), pursuant to N.J.A.C. 7:26E-2.1. For the purposes of this proposal, it is assumed that up to six (6) soil samples will be submitted for total EPH analysis and up to two (2) soil samples will be further analyzed for PAHs.

All samples will be submitted for analysis to a NJDEP-certified laboratory on a standard turn-around time.

Note: Based on the findings of the UHOT removals, further investigation and/or remediation may be warranted. This proposal does not include costs associated with additional investigation/remediation services.

Estimated Cost (Time and Material) Item 1 \$14,700.00

ITEM 2: HISTORIC FILL EVALUATION

In order to evaluate the potential presence of historic fill material at the Site, Matrix will install two test pits within the suspected historic fill area to a depth of two feet below the fill material to determine the vertical and general horizontal extent of the fill. Matrix will collect two soil samples (one from each test pit), in accordance with the NJDEP Historic Fill Material Technical Guidance document dated April 2013. One sample will be submitted for Target Analyte List (TAL) Metals and PAHs. The second sample will be analyzed for EPH and the full Target Compound List/Target Analyte List (TCL/TAL) analytical suite.

For the purposes of this proposal, it is assumed the historic fill samples will be collected during the UST closure activities.

Estimated Cost (Time and Material) Item 2: \$3,400.00

ITEM 3: REPORTING

Matrix will prepare a Remedial Action Report (RAR) in accordance with N.J.A.C. 7:26E-5.7. The report will document the field activities, results, findings and conclusions of the UHOT closure activities. The report will include laboratory reports, analytical summary tables, and maps that document the sample locations and results. Based on the findings of the remedial activities, recommendations will be provided for additional investigation and/or remedial action, if warranted. Matrix will also prepare the required UHOT System Remediation Form. On behalf of Client, Matrix will submit the UHOT form, RAR, and required \$400 fee to the NJDEP.

A separate summary report will be prepared for client detailing the findings from the historic fill evaluation. The summary letter will include data summary tables, a map depicting the sample locations, analytical summary tables, and recommendations to address the presence of historic fill at the Site, if necessary.

Estimated Cost (Time and Material) Item 3: \$14,600.00

Total Estimated Cost: \$33,700.00

CLOSING

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

All reimbursable 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.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services. A current Fee Schedule is also attached.

This proposal is submitted solely and exclusively for the use of Ports America 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 signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within thirty (30) days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

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

Sincerely,



Allison Molnar
Project Manager



Patrick J. Moore, LSRP
Project Manager

Enclosures: Matrix Terms and Conditions & Fee Schedule

ACCEPTED BY

NAME:

Signature

Print Name

TITLE:

COMPANY:

DATE:

The above signed represents that they have read and understand the attached Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Terms and Conditions.

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

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

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

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

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

Section 6: CONFIDENTIALITY

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

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

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

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

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

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

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW AND VENUE

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

2024 FEE SCHEDULE

TITLE	HOURLY RATE
Subject Matter Expert/Witness	\$320.00
Executive Engineer	\$290.00
Senior Technical Director	\$265.00
Senior Project Manager	\$235.00
Technical Director	\$220.00
Senior Technical Manager	\$210.00
Project Manager	\$200.00
Senior Project Professional	\$190.00
Project Professional	\$180.00
Senior Project Specialist	\$175.00
Project Specialist	\$170.00
Senior Technical Professional	\$160.00
One-Man Robotic Crew	\$150.00
Senior Technical Specialist	\$140.00
Technical Specialist	\$130.00
Senior Data/Field Specialist	\$125.00
Second Survey Crew Member	\$125.00
Data/Field Specialist	\$115.00
Senior Technical Assistant	\$105.00
Technical Assistant	\$100.00
Junior Technical Assistant	\$95.00
Junior Data/Field Technician	\$85.00
Data Entry Specialist	\$75.00

2024 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$0.20/sheet
Black & White Copy 8½ x 14	\$0.30/sheet
Black & White Copy 11 x 17	\$0.40/sheet
Black & White Copy 18 x 24	\$1.50/sheet
Black & White Copy 24 x 36	\$3.00/sheet
Black & White Copy 30 x 42	\$4.50/sheet
Color Copy 8½ x 11	\$0.40/sheet
Color Copy 11 x 17	\$0.80/sheet
Color Copy 24 x 36	\$30.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$30.00/sheet
Mylar 30 x 42	\$50.00/sheet
Robotic per diem	\$300.00
Scanner per diem	\$450.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

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

102-25
March 25, 2025

A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR ENVIRONMENTAL SERVICES AT 25 LAKESIDE AVENUE NTE \$97,240.00

WHEREAS, on March 3, 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 (W.O. Township Engineering/DPW Building), West Orange, New Jersey, also known as Block 115 Lot 16 on the Township of West Orange Tax Map; and

WHEREAS, the Engineering/DPW Building is part of the Lakeside Avenue Brownfield Development Area (BDA) as identified by the New Jersey Department of Environmental Protection (NJDEP) Office of Brownfield and Community Revitalization; and

WHEREAS, the work will consist of Matrix conducting a comprehensive regulated material (RBM) investigation, sampling/testing for asbestos -containing material (ACMs), reporting and preparation of specifications and bid documents; 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 \$97,240.00 to complete the scope of work;

AND 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: March 25, 2025

I hereby certify funds available from Account No.: 2021 Capital Budget
03-2662-21-0100-010
\$97,240.00

John C. Ditinyak, Chief Financial Officer

March 3, 2025

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

102-25

**Re: PROPOSAL FOR HAZARDOUS BUILDING MATERIAL SURVEY AND TESTING,
BUILDING MATERIALS ENVIRONMENTAL SAMPLING,
AND CONTRACT DOCUMENTS AND BID SUPPORT
THE DEPARTMENT OF PUBLIC WORKS (DPW)
25 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY
MATRIX NO. 25-0037**

Ms. Carballo & Mr. Abbott,

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to present the Township of West Orange (Client) this proposal to conduct a comprehensive regulated building material (RBM) investigation and sampling/testing program for asbestos-containing materials (ACMs) as well as "other" potentially hazardous materials and/or conditions, including universal, and/or regulated wastes within the areas that will be impacted as part of this demolition/redevelopment project. It includes the DPW Maintenance/Office Building, Animal Control Building, Salt Shed and other ancillary structures. Costs are also included in this proposal to provide bid specifications and documents and bid assistance for the demolition of the DPW Site.

Finally, it is Matrix's current understanding that the building materials (i.e. concrete, brick, cinder block) will be disposed of off-site as construction and demolition (C&D) waste. This disposal method will require sampling of the building materials per the disposal facilities requirements. The building materials pre-demolition sampling for the potential to reuse on-site or dispose of the materials at a Class B recycling facility. Matrix has provided costs for each disposal method, below.

SCOPE OF WORK

Based upon the information provided, it is understood that the two-story, 49,800 square foot DPW building and the 1,800 square foot Animal Control Building located at 25 Lakeside Avenue, New Jersey (Site) are proposed for demolition. The proposed RBM work will be completed in accordance with all applicable Federal, State, and local requirements. Matrix will perform the work consistent with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, New Jersey Department of Environmental Protection (NJDEP), NJDEP Fill Material Guidance for SRP Sites (October 2021, Version 4.0), NJDEP Field Sampling Procedures Manual, and any other applicable NJDEP Guidance Documents.

Matrix proposes to conduct the following activities summarized below.

TASK 1 – ABESTOS-CONTAINING MATERIAL BUILDING SURVEY **Asbestos-Containing Material Survey**

As part of the Hazardous Building Materials Survey, Matrix will complete a comprehensive asbestos survey of the site structure(s). The asbestos sampling program will be performed by Matrix personnel who hold all required Environmental Protection Agency (EPA)/Asbestos Hazard Emergency Response

Act (AHERA) certifications and are accredited Asbestos Inspectors. Prior to the survey, Matrix will review readily available previous asbestos survey reports, as-built drawings, and other available construction documents for the property. Because the structure is planned for demolition, a more detailed survey, including intrusive sampling, will be required and compared to a building survey for a limited renovation project. This may include drilling through floors, structural slabs, exterior walls, and foundation walls to access materials typically not inspected during limited surveys for renovation projects. All roofing systems will be cored for sampling and repaired with roofing cement and fiberglass fabric. Please be advised that this process will void any existing roof warranties and will be conducted only with the permission of the Client. It is assumed that all roofs are accessible and in safe condition to perform sampling. If it is deemed by Matrix's field personnel that the roof is unsafe for sampling, roofing materials may be assumed ACM until further safety precautions (i.e., an ariel lift for access and to allow for safe fall protection procedures) can be provided.

The asbestos survey will include the collection of bulk asbestos samples of suspect ACM within accessible areas that may have the potential for impact during demolition activities. All samples will be analyzed for asbestos content using polarized light microscopy (PLM). Non-friable organically bound (NOB) materials that are determined to contain less than one percent asbestos through PLM analysis, such as caulks, glazing, mastics, roofing materials, and roof flashing, will be analyzed for asbestos content using transmission electron microscopy (TEM). All samples will be analyzed by an independent laboratory certified by the American Industrial Hygiene Association (AIHA) and the National Voluntary Laboratory Accreditation Program (NVLAP). Based on our understanding of the proposed scope of work (demolition) and only upon receiving authorization from the Client, a limited amount of destructive sampling will occur during our survey. Suspect material observed or presumed to exist within inaccessible areas will be documented, characterized (if applicable), quantified and assumed to contain asbestos. For the purposes of this proposal, a maximum of 100 PLM (friable), 136 PLM-NOB (non-friable) and 136 TEM samples will be collected for analysis utilizing a 1-week turnaround time. If additional sample analysis is required, we will require written authorization, or the material will be assumed to contain asbestos.

Other Hazardous Materials

In addition to the asbestos survey, the existing buildings and affected areas of the site will be investigated to determine if equipment, transformers, or light fixture ballasts contain polychlorinated biphenyls (PCBs). This will be accomplished by reading equipment tags and contacting manufacturers for information on their construction. Many transformers and fixtures are clearly identified whether they contain PCBs either directly or based on the product serial number or model number. In addition to PCB containing equipment, other hazardous materials such as mercury-containing equipment, fluorescent light bulbs, refrigerants, and other stored hazardous materials will be surveyed. An inventory of PCBs and other hazardous materials will be prepared based on the findings of the investigation. It is assumed that painted building materials will be assumed lead-containing and all construction/demolition activities will follow all OSHA guidelines as well as other lead safe work practices to be outlined in the project specifications.

TASK 2 – ABESTOS-CONTAINING MATERIALS SURVEY FINDINGS SUMMARY

The results of the Hazardous Building Materials Survey will be summarized in a Hazardous Building Materials Survey Report. This report will discuss the survey methodologies, the sampling locations and results, and will identify hazardous materials detected in the building structures and affected areas of the site. The report will summarize all work accomplished, and will include (i) all laboratory data, (ii) sketch plans identifying the location of all samples obtained, (iii) summary tables identifying all analytical results, including, but not limited to, detection and friability levels of all ACM/non-ACM, and inventory of other hazardous materials.

TASK 3 – HAZARDOUS MATERIALS CONSTRUCTION DOCUMENTS

Matrix will provide a certified Asbestos Project Designer to review the findings presented within each Matrix Hazardous Building Materials Survey Report and provide on-site verification and delineation for

the ACMs identified; including multi-layered flooring systems and thermal system pipe insulation located within wall and ceiling cavities.

Matrix will prepare the required specifications and bid sheets for necessary asbestos abatement associated with the anticipated structure demolition activities. The construction documents will include specifications in Construction Specifications Institute (CSI) format. Construction documents will include requirements for asbestos abatement (removal), waste management, and additional health and safety procedures in accordance with New Jersey Department of Labor (NJDOLE) and Occupational Safety and Health Administration (OSHA) requirements. Our costs assume the submission of abatement documents at the 100% Issue for Bid/Permit Phase only. Design drawings will not be included as part of Matrix's construction documents.

TASK 4 – CHARACTERIZATION OF BUILDING MATERIALS (I.E. CONCRETE AND CINDER BLOCK)

It is Matrix's understanding that the building materials (i.e. concrete, brick, cinder block) will be disposed of off-site as C&D waste. If this disposal method (C&D waste) is selected, then the sampling associated with option 1 below will be required. If the Township/redeveloper determines that they would like to re-use the materials on-site as sub-base under asphalt paved areas or dispose of the material at a Class B recycling facility, then the sampling associated with option 2 below will be required. If option 2 is the preferred disposal option, then the building material sampling is recommended to be completed in-situ (prior to building demolition) as per NJDEP recommendations, however this option does not guarantee the material can be re-used on-site. The qualification for on-site re-use will depend on the analytical results of the building material sampling. Costs for both options are summarized below.

OPTION 1

If option 1 is selected, Matrix will collect the concrete samples for disposal after the building is demolished. Matrix will collect up four (4), 5-point composite building material (concrete and cinder/concrete block) samples (one composite sample per every 1,000 cubic yards [CYs]) for waste characterization purposes, as required for off-site disposal. Samples will be submitted to a New Jersey certified laboratory for analysis of extractable petroleum hydrocarbons category 2 (EPH Category 2), target compound list/target analyte list plus a forward library search (TCL/TAL+30), full toxicity characteristic leaching procedure (TCLP), TCLP beryllium, Resource Conservation and Recovery Act (RCRA) characteristics, paint filter, and contingent hexavalent chromium analysis. Volatile organic compounds (VOCs) will be collected as a discrete grab sample and not a composite sample. If total chromium is over 20 milligrams per kilogram (mg/kg), contingent hexavalent chromium will be analyzed. The samples will be analyzed on a standard 14-day turnaround time. Upon receipt/evaluation of analytical results, Matrix will submit the required documentation to the receiving facility in order to have the material approved for transportation and disposal.

OPTION 2

Based on previous site and remedial investigation activities and Site Plans, the structure measures approximately 49,800 square feet with a floor thickness of 6-inches.

As part of this scope, Matrix proposes the collection of approximately 20 building material samples (15 samples from the DPW Building and five [5] samples from the Animal Control Building). Twelve (12) concrete chip samples are proposed to be collected from the building slabs (nine samples from DPW Building and three samples from Animal Control Building). Matrix proposes the collection of up to nine (9) cinder/concrete block samples (six samples from the DPW Building and two samples from the Animal Control Building). The total number of samples collected from each building material type is based on measurements collected by Matrix and building plans provided by the Township to determine the approximate volume of each material present in the existing building. All samples will be discrete surficial samples not to exceed 1-inch in depth and will be biased to any evidence of impacts (i.e., staining). All

field observations will be documented in a field book. Based on historic soil and concrete analytical results, the concrete chip samples will be submitted to a New Jersey certified laboratory for TCL/TAL+30 and EPH category 2 analysis. Contingent samples for hexavalent chromium analysis will be collected and run if total chromium exceeds 20 mg/kg. In addition, sufficient sample volume will be collected in order to run contingent synthetic precipitation leaching procedure (SPLP) analysis should concentrations exceed the NJDEP migration to groundwater exposure pathway soil remediation standard (MGWSRS), in an attempt to establish a site-specific migration to groundwater exposure pathway soil remediation standard. All samples will be submitted on a standard turnaround time. The analytical data package for all samples will be a NJDEP Reduced Deliverables package. The sampling is expected to be completed in two days.

All analytical results for concrete will be compared to the NJDEP MGWSRS, the Non-Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (NRIDSRS), Non-Residential Inhalation Exposure Pathway Soil Remediation Standards (NRISRS), Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (RIDSRS), and the Residential Inhalation Exposure Pathway Soil Remediation Standards (RISRS).

TASK 5 – CONCRETE LETTER REPORT

Upon completion of the concrete sampling activities, Matrix will summarize the concrete data in table format and the results will be compared to the NJDEP's soil remediation standards. The letter report will include a site plan depicting the sample locations, analytical summary tables, figures with analytical results summary, and preliminary recommendations. Matrix can also provide an associated cost estimate and estimated timeline for beneficial reuse evaluation or disposal of the concrete, at additional cost.

TASK 6 – CONTRACT DOCUMENTS AND BID SUPPORT

Matrix will complete a site inspection concurrently with the building material sampling and prepare project specifications for the building removal. Matrix will coordinate with all utility companies, as required, regarding the shutoff of the existing utilities.

It is anticipated that local Soil Conservation District approval will be required for this project. Matrix will prepare the application forms and plans for certification as part of this task; however, this proposal does not include any application fees. The project specifications will include information on soil erosion requirements. The final site will include topsoil and seed restoration.

The specifications will be prepared in accordance with the public bidding format. Once specifications are complete Matrix will coordinate with the Township and provide assistance throughout the bidding process. This will include the advertisement of the bid, response to all bidder questions and the review of the bids, and preparation of a recommendation of award to the Township.

TASK 7 – PROJECT MANAGEMENT

This task includes project management, and, the anticipation of future conference calls and/or meetings with the project team. As a part of this task, the Matrix LSRP will oversee the activities outlined above.

COSTS

All work will be completed in accordance with our terms and conditions (attached). **It is proposed that this work will be performed on a time & material not-To-exceed (T&M NTE) basis.** The following are our estimated costs for the tasks described herein.

Task 1 –Field Sampling, Documentation and Analysis

Labor	\$11,410.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$9,310.00
Total Estimated Cost for Task 1.....	\$20,720.00

Task 2 – Survey Findings Summary

Labor	\$5,820.00
Total Estimated Cost for Task 2.....	\$5,820.00

Task 3 – Hazardous Materials Construction Documents

Labor	\$5,540.00
Total Estimated Cost for Task 3.....	\$5,540.00

Task 4 –Concrete Sampling

Option 1

Labor	\$6,600.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$9,560.00
Total Estimated Cost for Task 4 (Option 1).....	\$16,160.00

Option 2

Labor	\$8,720.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$27,780.00
Total Estimated Cost for Task 4 (Option 2).....	\$36,500.00

Task 5 – Concrete Letter Report

Labor	\$7,660.00
Total Estimated Cost for Task 5	\$7,660.00

Task 6 – Contract Documents and Bid Support

Labor	\$16,000.00
Total Estimated Cost for Task 6	\$16,000.00

Task 7 – Project Management

Labor	\$5,000.00
Total Estimated Cost for Task 7	\$5,000.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 1.....\$76,900.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 2.....\$97,240.00

Assumptions

Based on the current understanding of the proposed project, Matrix has made the following assumptions.

- Field work will be subject to the acceptable hours of the facilities.
- As the building is in poor condition and scheduled for demolition, Matrix will make limited or no repairs to sampling locations unless it creates a safety hazard.
- Matrix may make assumptions to materials that are deemed unsafe for destructive sampling which includes but may not be limited to live electrical equipment, flange gaskets to active pipes and areas not safely accessible (i.e., significantly damaged roof areas).
- Matrix does not anticipate the need for ariel lifts or entering permit required confined spaces.

- It is estimated that the asbestos survey will take 4 certified Matrix employees 3 field days to complete the field work. The Hazardous Building Materials Survey will take approximately 3-4 weeks to produce once the investigation is complete.
- This proposal does not include testing for lead-containing paint, polychlorinated biphenyl (PCB) containing caulk/sealants, mold, or other potentially hazardous building materials.
- This proposal does not include a fee for design phase services, onsite project oversight or air sampling analysis services. Matrix can provide a fee for these services, if requested.
- Costs do not include the investigation or samples of any other AOCs.
- Costs associated with samples that are analyzed will be charged. Samples that are placed on hold and not analyzed will not be billed to client.
- Costs do not include additional sampling or oversight activities other than those outlined in this proposal.
- Costs do not include future investigations or remediation.
- All work will be conducted under our standard terms and conditions.
- All external costs will be charged at cost plus 15%.
- There will be no project delays due to access restrictions.
- Additional samples will be charged at a rate of \$500/sample (excluding hexavalent chromium analysis).
- Access will be provided by others.
- All sampling activities can be completed in two to five days.
- No physical obstructions such as equipment or debris will block access to sample locations.
- All field work will be completed in Level D personal protective equipment.
- All samples will be analyzed on a standard turnaround time basis.
- All work will be completed during normal business hours.

We thank you for the opportunity and look forward to assisting you on this project. Matrix is prepared to implement the enclosed scope of work upon receiving your authorization to proceed. If you have any questions, please feel free to contact us at (973) 240-1800 or via email at amolnar@mnwe.com.

Sincerely,



Matthew Sheldon
Project Manager



Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Receipt of this signed proposal is acknowledgement that its terms and conditions are accepted.

By: _____
(Printed Name)

(Signature)

Date: _____

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

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

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

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

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

Section 6: CONFIDENTIALITY

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

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

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

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

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds. Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY**A. Matrix**

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW AND VENUE

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

2025 PERSONNEL RATES

TITLE	HOURLY RATE
Expert Professional	\$350.00
Managing Director III	\$320.00
Managing Director II	\$300.00
Technical Director III	\$300.00
Managing Director I	\$280.00
Technical Director II	\$280.00
Technical Director I	\$260.00
Project Manager IV	\$245.00
Senior Professional IV	\$245.00
Project Manager III	\$230.00
Senior Professional III	\$230.00
Project Manager II	\$215.00
Senior Professional II	\$215.00
Project Manager I	\$195.00
Senior Professional I	\$195.00
Project Professional IV	\$185.00
Technical Specialist VIII	\$185.00
Project Professional III	\$175.00
Technical Specialist VII	\$175.00
Project Professional II	\$165.00
Technical Specialist VI	\$160.00
Project Professional I	\$155.00
Technical Specialist V	\$150.00
Staff Professional IV	\$145.00
Staff Professional III	\$135.00
Technical Specialist IV	\$135.00
Technical Specialist III	\$125.00
Staff Professional II	\$120.00
Technical Specialist II	\$115.00
Staff Professional I	\$110.00
Technical Specialist I	\$105.00
Administrative Support II	\$80.00
Administrative Support I	\$70.00

REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11 to 18 x 24	\$0.25/sheet
Black & White Copy 24 x 36 to 30 x 42	\$3.25/sheet
Color Copy 8½ x 11 to 11 x 17	\$0.50/sheet
Color Copy 24 x 36 to 30 x 42	\$35.00/sheet
Mylar 24 x 36	\$40.00/sheet
Mylar 30 x 42	\$60.00/sheet
Robotic per diem	\$350.00
Scanner per diem	\$475.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Mileage expenses	Federal rates

103-25
March 25, 2025

**A RESOLUTION APPROVING A PROPOSAL FROM MATRIX NEW WORLD FOR
ENVIRONMENTAL SERVICES AT 55 LAKESIDE AVENUE
(FORMER BARTON PRESS SITE) NTE \$104,715.00**

WHEREAS, on March 3, 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: 55 Lakeside Avenue (Former Barton Press), West Orange, New Jersey, also known as Block 115 Lots 15 & 17 on the Township of West Orange Tax Map; and

WHEREAS, the former Barton Press is part of the Lakeside Avenue Brownfield Development Area (BDA) as identified by the New Jersey Department of Environmental Protection (NJDEP) Office of Brownfield and Community Revitalization; and

WHEREAS, the work will consist of Matrix conducting a comprehensive regulated material (RBM) investigation, sampling/testing for asbestos -containing material (ACMs), reporting and preparation of specifications and bid documents; 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 \$104,715.00 to complete the scope of work;

AND 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 Krakowiak, Council President

Adopted: March 25, 2025

I hereby certify funds available from Account No.:

**2021 Capital Budget
03-2662-21-0100-010
\$104,715.00**

John C. Ditinyak, Chief Financial Officer

March 5, 2025

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

103-25

**Re: PROPOSAL FOR HAZARDOUS MATERIALS SURVEY AND TESTING,
BUILDING MATERIALS ENVIRONMENTAL SAMPLING,
AND CONTRACT DOCUMENTS AND BID SUPPORT
THE FORMER BARTON PRESS BUILDING
55 LAKESIDE AVENUE
WEST ORANGE, NEW JERSEY
MATRIX NO. 21-1041**

Ms. Carballo & Mr. Abbott,

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to present the Township of West Orange (Client) this proposal to conduct a comprehensive regulated building material (RBM) investigation and sampling/testing program for asbestos-containing materials (ACMs) as well as "other" potentially hazardous materials and/or conditions, including universal, and/or regulated wastes within the areas that will be impacted as part of this demolition/redevelopment project. Costs are also included in this proposal to provide bid specifications and documents and bid assistance for the demolition of the Former Barton Press Site.

Finally, it is Matrix's understanding that the building materials (i.e., concrete, brick, cinder block) will be disposed of off-site as construction and demolition (C&D) waste. This disposal method will require sampling of the building materials per the disposal facilities requirements. Matrix has provided two options for the sampling of the building materials below, sampling pre-demolition for the potential to reuse on Site or disposal of the materials at a Class B recycling facility and waste classification sampling for C&D disposal. Matrix supplies costs for each disposal route below.

SCOPE OF WORK

Based upon the information provided, it is understood that the former two-story, 160,100 square foot Barton Press Building located at 55 Lakeside Avenue, New Jersey (Site) is proposed for demolition. The proposed RBM work will be completed in accordance with all applicable Federal, State, and local requirements. Matrix will perform the work consistent with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E, New Jersey Department of Environmental Protection (NJDEP), NJDEP Fill Material Guidance for SRP Sites (October 2021, Version 4.0), NJDEP Field Sampling Procedures Manual, and any other applicable NJDEP Guidance Documents.

Matrix proposes to conduct the following activities summarized below.

TASK 1 – ABESTOS-CONTAINING MATERIAL BUILDING SURVEY

Asbestos-Containing Material Survey

As part of the Hazardous Building Materials Survey, Matrix will complete a comprehensive asbestos survey of the site structure(s). The asbestos sampling program will be performed by the Environmental Protection Agency (EPA)/Asbestos Hazard Emergency Response Act (AHERA) accredited Asbestos Inspectors. Prior to the survey, Matrix will review readily available previous asbestos survey reports, as-built drawings, and other available construction documents for the property. Because the structure is planned for demolition, a more detailed survey, including intrusive sampling, will be required and compared to a building survey for a limited renovation project. This may include drilling through floors, structural slabs, exterior walls, and foundation

walls to access materials typically not inspected during limited surveys for renovation projects. All roofing systems will be cored for sampling and repaired with roofing cement and fiberglass fabric. Please be advised that this process will void any existing roof warranties and will be conducted only with the permission of the Client. It is assumed that the roof is accessible and in safe condition to perform sampling. If it is deemed by Matrix's field personnel that the roof is unsafe for sampling, roofing materials may be assumed ACM until further safety precautions (i.e., an ariel lift for access and to allow for safe fall protection procedures) can be provided.

The asbestos survey will include the collection of bulk asbestos samples of suspect ACM within accessible areas that may have the potential for impact during demolition activities. All samples will be analyzed for asbestos content using polarized light microscopy (PLM). Non-friable organically bound (NOB) materials that are determined to contain less than one percent asbestos through PLM analysis, such as caulks, glazing, mastics, roofing materials, and roof flashing, will be analyzed for asbestos content using transmission electron microscopy (TEM). All samples will be analyzed by an independent laboratory certified by the American Industrial Hygiene Association (AIHA) and the National Voluntary Laboratory Accreditation Program (NVLAP). Based on our understanding of the proposed scope of work (demolition) and only upon receiving authorization from the Client, a limited amount of destructive sampling will occur during our survey. Suspect material observed or presumed to exist within inaccessible areas will be documented, characterized (if applicable), quantified and assumed to contain asbestos. For the purposes of this proposal, a maximum of 130 PLM (friable), 160 PLM-NOB (non-friable) and 160 TEM samples will be collected for analysis utilizing a 1-week turnaround time. If additional sample analysis is required, we will require written authorization, or the material will be assumed to contain asbestos.

Other Hazardous Materials

In addition to the asbestos survey, the existing buildings and affected areas of the site will be investigated to determine if equipment, transformers, or light fixture ballasts contain PCBs. This will be accomplished by reading equipment tags and contacting manufacturers for information on their construction. Many transformers and fixtures are clearly identified whether they contain polychlorinated biphenyls (PCBs) either directly or based on the product serial number or model number. In addition to PCB containing equipment, other hazardous materials such as mercury-containing equipment, fluorescent light bulbs, refrigerants, and other stored hazardous materials will be surveyed. An inventory of PCBs and other hazardous materials will be prepared based on the findings of the investigation. It is assumed that painted building materials will be assumed lead-containing, and all construction/demolition activities will follow all OSHA guidelines as well as other lead safe work practices to be outlined in the project specifications.

TASK 2 – ABESTOS-CONTAINING MATERIALS SURVEY FINDINGS SUMMARY

The results of the Hazardous Building Materials Survey will be summarized in a Hazardous Building Materials Survey Report. This report will discuss the survey methodologies, the sampling locations and results, and will identify hazardous materials detected in the building structures and affected areas of the site. The report will summarize all work accomplished, and will include (i) all laboratory data, (ii) sketch plans identifying the location of all samples obtained, (iii) summary tables identifying all analytical results, including, but not limited to, detection and friability levels of all ACM/non-ACM, and inventory of other hazardous materials.

TASK 3 – HAZARDOUS MATERIALS CONSTRUCTION DOCUMENTS

Matrix will provide a certified Asbestos Project Designer to review the findings presented within each Matrix Hazardous Building Materials Survey Report and provide on-site verification and delineation for the ACMs identified; including multi-layered flooring systems and thermal system pipe insulation located within wall and ceiling cavities.

Matrix will prepare the required specifications and bid sheets for necessary asbestos abatement associated with the anticipated structure demolition activities. The construction documents will include specifications in Construction Specifications Institute (CSI) format. Construction documents will include requirements for asbestos abatement (removal), waste management, and additional health and safety procedures in accordance with New Jersey Department of Labor (NJDOLE) and Occupational Safety and Health Administration (OSHA) requirements. Our costs assume the submission of abatement documents at the 100%

Issue for Bid/Permit Phase only. Design drawings will not be included as apart of Matrix's construction documents.

TASK 4 – CHARACTERIZATION OF BUILDING MATERIALS (I.E. CONCRETE AND CINDER BLOCK)

It is Matrix's understanding that the building materials (i.e., concrete, brick, and cinder block) will be disposed of off-site as C&D waste. If this disposal method (C&D waste) is selected, then the sampling associated with Option 1 below will be required. If the Township/redeveloper determines that they would like to re-use the materials on-site as sub-base under asphalt paved areas or dispose of the material at a Class B recycling facility, then the sampling associated with Option 2 below, will be required. If Option 2 is the preferred disposal option, then the building material sampling is recommended to be completed in-situ (prior to building demolition) by the NJDEP, however this option does not guarantee the material can be re-used on Site. The qualification for on-site reuse will depend on the analytical results of the building materials. Costs for both options are summarized below.

OPTION 1

If Option 1 is selected, Matrix will collect the concrete samples for disposal after the building is demolished. Matrix will collect up to eight (8) 5-point composite building material (concrete and cinder block) samples (one composite sample per every 1,000 cubic yards [CYs]) for waste characterization purposes, as required for off-site disposal. Please note the total number of proposed samples is based on an estimation of the cinder block present in the interior portion of the building (as it has not been measured due to mold in that portion of the building) and the area of concrete slab that is 12-inches thick. Samples will be submitted to a New Jersey certified laboratory and analyzed for Extractable petroleum hydrocarbons category 2 (EPH Category 2), target compound list/target analyte list plus a forward library search (TCL/TAL+30), full toxicity characteristic leaching procedure (TCLP), TCLP beryllium, Resource Conservation and Recovery Act (RCRA) characteristics, paint filter, and contingent hexavalent chromium analysis. Volatile organic compounds (VOCs) will be collected as a discrete grab sample and not a composite sample. If total chromium is over 20 milligrams per kilogram (mg/kg), hexavalent chromium will be run. The samples will be analyzed on a standard 14-day turnaround. Upon receipt/evaluation of analytical results, Matrix will submit the required documentation to the receiving facility in order to have the material approved for transportation and disposal.

OPTION 2

Based on previous site and remedial investigation activities, the structure measures approximately 580 feet by 320 feet with a floor thickness of 6-inches. During prior interior drilling activities, one area in the central portion of the building near the bay door had a floor thickness of approximately 12-inches (approximately 40 ft by 40 ft area). The interior of the building in the office area and between the office area and the warehouse area consists of cinder block. Exterior portions of the building consisting of cinder block include the bay doors only. The remainder of the building exterior consists solely of corrugated metal. The amount of cinder block in the interior portion of the building has been estimated for this proposal.

As part of this scope, Matrix proposes the collection of approximately 20 building material samples. Fifteen (15) concrete chip samples are proposed to be collected from the building slab. From the interior building walls and loading dock wall, Matrix proposes to collect up to five (5) cinder block samples. The total number of samples collected from each building material type is based on measurements and/or estimations (interior cinder block and area of the slab that is 12-inches thick was estimated) collected by Matrix to determine the approximate volume of each material present in the existing building. All samples will be discrete surficial samples not to exceed 1-inch in depth and will be biased to any evidence of impacts (i.e., staining). The samples will be field screened for VOCs using a photoionization detector (PID) and all field observations will be documented in a field book. Based on historic soil and concrete analytical results, the concrete chip samples will be submitted to a New Jersey certified laboratory for TCL/TAL+30 and EPH category 2 analysis. Contingent hexavalent chromium will be collected and run if total chromium exceeds 20 mg/kg. In addition, sufficient sample volume will be collected in order to run contingent synthetic precipitation leaching procedure (SPLP) analysis should concentrations exceed the NJDEP migration to groundwater exposure pathway soil remediation standard (MGWSRS), in an attempt to establish a site-specific migration to groundwater exposure

pathway soil remediation standard. All samples will be submitted on a standard turnaround time. The analytical data package for all samples will be a NJDEP Reduced Deliverables package. The sampling is expected to be completed in two days.

All analytical results for concrete will be compared to the NJDEP MGWSRS, the Non-Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (NRIDSRS), Non-Residential Inhalation Exposure Pathway Soil Remediation Standards (NRISRS), Residential Ingestion-Dermal Exposure Pathway Soil Remediation Standards (RIDSRS), and the Residential Inhalation Exposure Pathway Soil Remediation Standards (RISRS).

TASK 5 – CONCRETE LETTER REPORT

Upon completion of the concrete sampling activities, Matrix will summarize the concrete data in table format and the results will be compared to the NJDEP's soil remediation standards. The letter report will include a site plan depicting the sample locations, analytical summary tables, figures with analytical results summary, and preliminary recommendations. Matrix can also provide an associated cost estimate and estimated timeline for beneficial reuse evaluation or disposal of the concrete, at additional cost.

TASK 6 – CONTRACT DOCUMENTS AND BID SUPPORT

Matrix will complete a site inspection and prepare project specifications for the building removal. Matrix will coordinate with all utility companies, as required, regarding the shutoff of the existing utilities.

It is anticipated that local Soil Conservation District approval will be required for this project. Matrix will prepare the application forms and plans for certification as part of this task; however, this proposal does not include any application fees. The project specifications will include information on soil erosion requirements. The final site will include topsoil and seed restoration.

The specifications will be prepared in accordance with the public bidding format. Once specifications are complete Matrix will coordinate with the Township and provide assistance throughout the bidding process. This will include the advertisement of the bid, response to all bidder questions and the review of the bids, and preparation of a recommendation of award to the Township.

TASK 7 – PROJECT MANAGEMENT

This task includes project management and in anticipation of future conference calls and/or meetings with the project team. As a part of this task, the Matrix LSRP will oversee the activities outlined above.

COSTS

All work will be completed in accordance with our terms and conditions (attached). **It is proposed that this work will be performed on a time & material not-to-exceed (T&M NTE) basis.** The following are our estimated costs for the tasks described herein.

Task 1 –Field Sampling, Documentation and Analysis

Labor	\$16,900.00
Expenses (Analytical, Travel, Equipment, Etc.)	<u>\$10,955.00</u>
Total Estimated Cost for Task 1	\$27,855.00

Task 2 – Survey Findings Summary

Labor	\$5,760.00
Total Estimated Cost for Task 2	\$5,760.00

Task 3 – Hazardous Materials Construction Documents

Labor	\$5,940.00
Total Estimated Cost for Task 3	\$5,940.00

Task 4 –Concrete Sampling

Option 1

Labor	\$8,720.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$18,260.00

Total Estimated Cost for Task 4 (Option 1) \$26,980.00

Option 2

Labor	\$8,720.00
Expenses (Analytical, Travel, Equipment, Etc.)	\$27,780.00

Total Estimated Cost for Task 4 (Option 2) \$36,500.00

Task 5 – Concrete Letter Report

Labor	\$7,660.00
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Total Estimated Cost for Task 5 \$7,660.00

Task 6 – Contract Documents and Bid Support

Labor	\$16,000.00
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Total Estimated Cost for Task 6 \$16,000.00

Task 7 – Project Management

Labor	\$5,000.00
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Total Estimated Cost for Task 7 \$5,000.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 1 \$95,195.00

TOTAL ESTIMATED COST FOR SCOPE OF WORK Option 2 \$104,715.00

Assumptions

Based on the current understanding of the proposed project, Matrix has made the following assumptions.

- Field work will be subject to the acceptable hours of the facilities.
- As the building is in poor condition and scheduled for demolition, Matrix will make limited or no repairs to sampling locations unless it creates a safety hazard.
- Matrix may make assumptions regarding materials that are deemed unsafe for destructive sampling which includes but may not be limited to live electrical equipment, flange gaskets to active pipes and areas not safely accessible (i.e., significantly damaged roof areas).
- Matrix does not anticipate the need for ariel lifts or entering permit required confined spaces.
- It is estimated that the asbestos survey will take 4 certified Matrix employees 3 field days to complete the field work. The Hazardous Building Materials Survey will take approximately 3-4 weeks to produce once the investigation is complete.
- This proposal does not include testing for lead-containing paint, polychlorinated biphenyl (PCB) containing caulk/sealants, mold, or other potentially hazardous building materials.
- This proposal does not include a fee for design phase services, onsite project oversight or air sampling analysis services. Matrix can provide a fee for these services, if requested.
- Costs do not include the investigation or samples of any other AOCs.
- Costs associated with samples that are analyzed will be charged. Samples that are placed on hold and not analyzed will not be billed to client.
- Costs do not include additional sampling or oversight activities other than those outlined in this proposal.
- Costs do not include future investigations or remediation.
- All work will be conducted under our standard terms and conditions.
- All external costs will be charged at cost plus 15%.

- There will be no project delays due to access restrictions.
- Additional samples will be charged at a rate of \$500/sample (excluding hexavalent chromium analysis).
- Access will be provided by others.
- All sampling activities can be completed in two to five days.
- No physical obstructions such as equipment or debris will block access to sample locations.
- All field work will be completed in Level D personal protective equipment and a half-faced respirator due to mold in the interior portion of the building.
- All samples will be analyzed on a standard turnaround time basis.
- All work will be completed during normal business hours.

CLOSING

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, certified mailings, photographs, 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 previously transmitted Terms and Conditions unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity and look forward to assisting you on this project. Matrix is prepared to implement the enclosed scope of work upon receiving your authorization to proceed. If you have any questions, please feel free to contact us at (973) 240-1800 or via email at amolnar@mnwe.com.

Sincerely,



Matthew Sheldon
Project Manager



Allison Molnar
Project Manager



Mark Sprengel, LSRP
Project Manager

Receipt of this signed proposal is acknowledgement that its terms and conditions are accepted.

By: _____
(Printed Name)

(Signature)

Date: _____

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

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

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

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

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

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

Section 6: CONFIDENTIALITY

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

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES AND HIDDEN CONDITIONS

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

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

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

CLIENT shall require the contractor(s) hired for the project to maintain general liability insurance (including coverage for premises, personal injury, property damage, completed operations, and contractual liability) naming CLIENT, Matrix and its consultants and employees, as additional insureds. Matrix may terminate services if proof of additional insured status is not provided prior to the start of construction without any liability to CLIENT for resulting damages, whether due to delay or otherwise.

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW AND VENUE

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

2025 PERSONNEL RATES

TITLE	HOURLY RATE
Expert Professional	\$350.00
Managing Director III	\$320.00
Managing Director II	\$300.00
Technical Director III	\$300.00
Managing Director I	\$280.00
Technical Director II	\$280.00
Technical Director I	\$260.00
Project Manager IV	\$245.00
Senior Professional IV	\$245.00
Project Manager III	\$230.00
Senior Professional III	\$230.00
Project Manager II	\$215.00
Senior Professional II	\$215.00
Project Manager I	\$195.00
Senior Professional I	\$195.00
Project Professional IV	\$185.00
Technical Specialist VIII	\$185.00
Project Professional III	\$175.00
Technical Specialist VII	\$175.00
Project Professional II	\$165.00
Technical Specialist VI	\$160.00
Project Professional I	\$155.00
Technical Specialist V	\$150.00
Staff Professional IV	\$145.00
Staff Professional III	\$135.00
Technical Specialist IV	\$135.00
Technical Specialist III	\$125.00
Staff Professional II	\$120.00
Technical Specialist II	\$115.00
Staff Professional I	\$110.00
Technical Specialist I	\$105.00
Administrative Support II	\$80.00
Administrative Support I	\$70.00

REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11 to 18 x 24	\$0.25/sheet
Black & White Copy 24 x 36 to 30 x 42	\$3.25/sheet
Color Copy 8½ x 11 to 11 x 17	\$0.50/sheet
Color Copy 24 x 36 to 30 x 42	\$35.00/sheet
Mylar 24 x 36	\$40.00/sheet
Mylar 30 x 42	\$60.00/sheet
Robotic per diem	\$350.00
Scanner per diem	\$475.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Mileage expenses	Federal rates

**RESOLUTION TO AUTHORIZE THE PURCHASE OF ADD ON'S TO THE
ELECTRONIC MANAGEMENT HARDWARE/SOFTWARE PROGRAM
THROUGH THE NJ COOPERATIVE PURCHASING ALLIANCE**

WHEREAS, the Township of West Orange (Township), in an effort to increase efficiencies and more effective communication within Township departments and the general public, the Township is moving to an updated electronic management system; and

WHEREAS, the successful implementation of the upgrade of the electronic management system will enable the Township employees to access via desktop and mobile tools and provide the public to access to an easy-to-use online system platform; and

WHEREAS, resolution 214-23 the purchase of such software/hardware; and

WHEREAS, the Township has determined that more software will need to be developed for the conversion; and

WHEREAS, as a local government unit and a member of the New Jersey Cooperative Alliance of the County of Bergen, can purchase such items, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2), without public advertising for such goods or services, through contracts already secured by the United States of America, the State of New Jersey, County or Municipality thereof; and

WHEREAS, the vendor SHI International Corp holds the contract for I.C.C. Community Development Solutions dba Muncity Integrated Parcel Management SaaS, located at 290 Davidson Avenue Somerset, NJ 08873, is under contract # CK04 Subcontract 24-38 available for the amount not to exceed \$24,587.50.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of West Orange who hereby authorizes the Purchasing Agent, on behalf of the Township, to issue and execute a Purchase Order for not to exceed \$24,587.50 to SHI International Corp with funds certified available by the Chief Financial Officer.

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

Joe Krakoviak, Council President

Adopted: March 25, 2025

I hereby certify funds available from Account No.: 03-2475-16-0030-010

John C. Ditinyak, Chief Financial Officer



104-25

Pricing Proposal
Quotation #: 25899666
Created On: 2/28/2025
Valid Until: 4/18/2025

NJ-Township of West Orange

Mauricio Garcia

66 Main Street
West Orange, NJ 07052
United States
Phone: 973-325-4100
Fax:
Email: mgarcia@westorange.org

Public Sector Inside Sales Executive

Raymond Tutela

300 Davidson Ave.,
Somerset, NJ 08873
Phone: (732) 209-6239
Fax:
Email: Ray_Tutela@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Development and Management - Details in Public Notes for Change Order ICC Community Development Solutions - Part#: NPN-ICCCD-DEVEL-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$20,790.00	\$20,790.00
Total			\$20,790.00

Additional Comments

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

CHANGE ORDER # WE2734_81424 – ADDITIONAL SERVICES

Services Include:

Development and Management of Custom Escalation/Notification Process
Data Import, Conversion, and Management – Munidex Fox Pro
Data Import, Conversion, and Management – FRA Health Data
Municipality Implementation Services Total with SHI Mark-Up: \$20,790

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

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

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

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

**104-25**

Pricing Proposal
Quotation #: 25899672
Created On: 2/28/2025
Valid Until: 4/18/2025

NJ-Township of West Orange

Mauricio Garcia

66 Main Street
West Orange, NJ 07052
United States
Phone: 973-325-4100
Fax:
Email: mgarcia@westorange.org

Public Sector Inside Sales Executive

Raymond Tutela

300 Davidson Ave.,
Somerset, NJ 08873
Phone: (732) 209-6239
Fax:
Email: Ray_Tutela@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Municipality Configuration Services – Implementation staff will configure Rent Control needs and requirements into the Municipality system. [Work is not to exceed 20 hours] ICC Community Development Solutions - Part#: NPN-ICCDs-CHANGE-A Contract Name: New Jersey Cooperative Purchasing Alliance Contract #: CK04 Subcontract #: 24-38	1	\$3,797.50	\$3,797.50
Total			\$3,797.50

Additional Comments

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

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

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

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

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

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

RESOLUTION

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

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

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
For Rick Foundation, Inc.	5.5.25 Tricky Tray	200 Oval Road	7902
Essex Fells PTA	3.28.25 On Premise 50/50	1 Crest Drive	7903
National Council of Jewish Women-Essex Cty.	6.11.25 On Premise 50/50	750 Crestmont Drive	7904
RENEW International	6.5.25 Tricky Tray	757 Eagle Rock Avenue	7905

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

Joe, Krakoviak, Council President

Adopted: March 25, 2025

**RESOLUTION ADJUSTING RATES FOR EXTRA DUTY SERVICES RELATED TO
WEST ORANGE POLICE DEPARTMENT**

WHEREAS, on March 25, 2025, the Township Council for the Township of West Orange (the “Township”) adopted Ordinance 2902-25 (the “Ordinance”); and

WHEREAS, the Ordinance requires that the fees for extra duty assignments for police officers will be set by Resolution; and

WHEREAS, Resolution 298-23 sets forth the fees and/or fines associated with various ordinances in the Township of West Orange Municipal Code; and

WHEREAS, this Resolution shall override Resolution 298-23 with respect to the fees set forth Chapter 4, Section 34.3, **only**; and

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the fees associated with the Ordinance shall be as follows:

Section of Ordinance/Township Code	Administration Fee per Hour	Hourly Rate
§ 34.3(a)(1) (Steady Security/Crowd Control Assignments)	\$4	\$80
§ 34.3(a)(2) (Special Event Security and Holiday/Crowd Control Assignments)	\$4	\$80
§ 34.3(a)(4)(a) (Weekday traffic/road construction)	\$15	\$100
§ 34.3(a)(4)(b) (weekend traffic/road construction)	\$15	\$115
§ 34.3(a)(4)(c) (road construction requiring use of vehicle)	\$15 and \$25 per hour if a police vehicle is needed	\$100
§ 34.3(a)(4)(d) (emergency road work assignments)	\$15 and \$25 per hour if a police vehicle is needed	\$115

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.
Township Clerk

Joe, Krakoviak, Council President

Adopted: March 25, 2025

I hereby certify funds are available from Account No. _____

John Ditinyak, Chief Financial Officer

**AN ORDINANCE AMENDING CHAPTER 4, SECTION 34.3 OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(EXTRA DUTY EMPLOYMENT FOR POLICE OFFICERS-RATES OF COMPENSATION;
ADMINISTRATIVE FEES; PAYMENT FOR SERVICES)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

I. PURPOSE

The purpose of this ordinance is to modify the fines set forth in Chapter 4, Section 34.3 of the Revised General Ordinances of the Township of West Orange to be amendable by Resolution such that it is amendable in the future by approval of the Township Council, a necessity in an everchanging socioeconomic climate.

II. CHAPTER 4, SECTION 34.3 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:

§4-34.3 BE AND HEREBY AMENDED AS FOLLOWS:

- The portion entitled “Rates of Compensation; Administrative Fees; Payment for Services” which specifies the rate of compensation to employees of the Township Police Department performing Extra Duty Services shall be repealed and replaced by the following language:

Because of the myriad types of assignments that Police Officers may be called upon to perform, it is reasonable that different rates apply.

a. Unless there are contractual agreements with a vendor/contractor to the contrary, the following rates of compensation apply:

1. Steady Security/Crowd Control Assignments. Steady security and crowd control assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

2. Special Event Security and Holiday/Crowd Control Assignments. Special event security and crowd control assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution. Special event security/crowd control assignments are defined as assignments not worked on a regular/steady basis.

4. Traffic/Road Construction. Assignments for all traffic control at construction site assignments shall be as follows:

(a) Assignments between 12:00 a.m. on Monday and 11:59 p.m. on Friday shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

(b) Assignments between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

(c) All road construction assignments that require the use of a marked patrol unit shall be charged additionally, as prescribed by Resolution. This is in addition to the administrative fees already billed. The assignment of the vehicle will be

Deleted: 3. Special Event-New Year's Eve. Special event-New Year's Eve assignments shall be paid at a rate as prescribed by Resolution. This rate includes an administrative fee to be prescribed by the same Resolution.¶

determined by the Police Administration and availability of the vehicles at the time of the request.

(d) All emergency road work assignments which are received by the Township on less than 24 hours' notice shall require a separate fee paid at a rate as prescribed by Resolution. This rate includes an administrative fee prescribed by the same Resolution.

- b. All assignments shall have a four-hour minimum per officer contracted.
- c. Officers are entitled to the minimum hours of compensation stipulated in subsection 4-34.3b if their assignment is cancelled upon their arrival at the job site without advance notice stipulated in subsection 4-34.4c.
- d. Officers who begin an assignment, but who are cancelled prior to the completion of the assignment shall be entitled to the minimum compensation stipulated in subsection 4-34.3b or the number of hours worked, whichever is longer.

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

JOE KRAKOVIAK
COUNCIL PRESIDENT

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

INTRODUCED: March 11, 2025

ADOPTED: March 25, 2025

2902-25

Legislative History

The purpose of this ordinance is to modify the fees set forth in Chapter 4 of the Revised General Ordinances of the Township of West Orange to be subject to adjustment by Resolution and revise the categories of assignments and simply same.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 28 AND
ESTABLISHING SECTIONS OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE REGARDING A LAWN CARE REGISTRY**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 28 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to establish a lawn care registry for businesses operating a commercial lawn business as defined herein.

§ 28-17—Definitions

Commercial Lawn Maintenance Business - A business that performs lawn and yard maintenance within the Township where the cutting of grass and removal of leaves are performed.

§ 28-18—Registration of Commercial Lawn Maintenance Businesses

A. All commercial lawn maintenance businesses must register with the Township Public Works Department by March 1 of each year, unless the business is registered with the State of New Jersey under the Contractors' Registration Act (N.J.S.A. 56:8-136 et seq.) and New Jersey Administrative Code § 13:45A-17.2. For 2025 only, the registration deadline will be July 1, 2025. Businesses that are already registered with the State of New Jersey must submit a copy of their state registration to the Township Public Works Department by March 1 each year. Registered lawn care companies will be listed on the Township website.

B. The following information must be provided to the Township during the registration process:

1. Name(s) of the business owner(s)
2. Address of the business owner(s) and the business
3. Telephone number(s) of the business owner(s)
4. Email address(es) of the business owner(s)
5. License plate number(s) of all business vehicles (trucks)

C. There is no registration fee for this process. Each registered business vehicle (truck) will be issued a sticker by the Township, which must be affixed to the front driver's side panel of the vehicle.

§28-19—Enforcement.

This chapter shall be enforced by the Township Police Department, Public Works Department or other Township employees as designated by the Township Business Administrator.

§28-20—Violations and penalties.

A. Any person found to be in violation of the provisions of this chapter shall be subject to a fine as follows:

- (1) First offense: \$100.
- (2) Second offense: \$200.
- (3) Any subsequent offense: an amount not to exceed \$500.

B. Each day a violation continues shall be deemed a separate offense.

II. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which conflict with this Ordinance are hereby repealed to the extent of such conflict.

III. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such determination shall only apply to those specific section(s), paragraph(s), subparagraph(s), clause(s) or provision(s) and those parts shall be severed. The invalidity thereof shall not affect the remaining parts of this Ordinance which shall be deemed valid and effective.

SUSAN McCARTNEY, MAYOR

**JOE KRAKOVIAK
COUNCIL PRESIDENT**

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

INTRODUCED: March 25, 2025

ADOPTED: April 8, 2025

Legislative History

The purpose of this Ordinance is to establish a registry for commercial lawn care businesses as defined herein.

VOTE SHEET

2905-25		AYE	NAY	ABSTAIN
3.25.25	FIRST RDG.			
MOVED BY				
SECOND				
Casalino				
Ghebremicael				
Rudin				
Scarpa				
Krakoviak				

**AN ORDINANCE AMENDING CHAPTER 10 TO ADD A NEW SECTION OF THE
REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
REGARDING SINGLE-USE BATHROOMS**

**BE IT ORDANED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
WEST ORANGE, NEW JERSEY** that Chapter 10 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 require any business establishment to designate all single-occupancy bathrooms as gender neutral.

§ 10-____: Definitions

Single-Occupancy Facility or Single-Occupancy Restroom: Shall mean a toilet facility with one toilet in the facility, or a toilet and one urinal without a privacy stall separating the two with a locking mechanism controlled by the user on the door to enter the facility.

§10-____: Requirements for Single-Occupancy Restrooms

- A. All single-occupancy restrooms in any business establishment, place of public accommodation, and Township-owned building or facility shall be designated as all gender for any individual, family, or assisted use. This includes single-occupancy restrooms intended for use by Township employees or employees of a business or public accommodation.
- B. Existing business establishments, places of public accommodation, and Township facilities subject to this section shall have 60 days from the effective date of this Ordinance to comply by replacing existing gender-specific signage on the exterior of single-occupancy restrooms with signs that do not indicate a specific gender (such as signs that read "restroom"). New businesses, places of public accommodation, and Township facilities shall be in compliance with this section immediately upon opening to the public.
- C. During any inspection of a business or a place of public accommodation by an employee of the Township of West Orange Zoning Department, Building Department, or other local official, the inspector or official may inspect for compliance with this Ordinance.

II. 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.

III. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such determination shall only apply to those specific section(s), paragraph(s), subparagraph(s), clause(s) or provision(s) and those parts shall be severed. The invalidity thereof shall not affect the remaining parts of this Ordinance which shall be deemed valid and effective.

IV. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law

SUSAN McCARTNEY, MAYOR

**JOE KRAKOVIAK
COUNCIL PRESIDENT**

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

INTRODUCED: March 25, 2025

ADOPTED: April 8, 2025

Legislative History

The purpose of this Ordinance is to require any business establishment to designate all single-occupancy bathrooms as gender neutral.

VOTE SHEET

2906-25		AYE	NAY	ABSTAIN
3.25.25	FIRST RDG.			
MOVED BY				
SECOND				
Casalino				
Ghebremicael				
Rudin				
Scarpa				
Krakoviak				

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 2, SECTION ____
OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST
ORANGE TO ESTABLISH A CITIZENS BUDGET ADVISORY BOARD**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 2 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 establish a Citizens Budget Advisory Board via Ordinance.

§ 2-____ : Definitions

Citizens Budget Advisory Board: An advisory board made up of members of the public appointed by both the Township Council and the Mayor charged with reviewing the Township's Budget, its services, programs and expenditures, compiling the Board's collective analysis, input and suggestions and presenting them to the Township Council by regular reports and presentations, as appropriate.

§ 2-____ : Establishment of a Citizens Advisory Board

- A. The Citizens Budget Advisory Board shall be comprised of: (i) one member appointed by the Mayor; (ii) one member appointed by each of the five members of the Township Council; and (iii) one consensus candidate chosen by the majority of the Council.
- B. Candidates for the board shall be Township residents, work in the Township, employed by a company based in the Township, or own or lease property in the Township. The chair shall be selected by a majority vote of the members, as promptly as practicable once appointments are made. The term of each Board member will be one calendar year, starting on January 1 of the year that the members serve, and members may be reappointed in subsequent years. Appointments shall be made before January 1 of the year that members serve. In the case of any newly elected Councilmember, his/her appointment, as well as the appointment of the Council consensus, should be made as soon as practicable once he/she takes the oath of office.
- C. A Board member can resign by sending a letter or email to the Municipal Clerk which shall take effect immediately. Any Board member may be removed with or without cause, at any time, by the person appointing the Board member.
- D. Board members are required to attend all scheduled Board meetings and strongly encouraged to attend all Council meetings that focus on the budget, including review of any video or audio recordings of such meetings. Failure to attend three Board

meetings may be grounds for removal from the Board by a written motion to dismiss that can be offered by any Board member. The Board member at issue may request a public hearing of the cause(s) and present a defense. That hearing shall be followed by deliberation in open session. A majority vote decides the issue, with a tie vote allowing the Board member to continue to serve.

E. The Board shall:

- a. Make all requests for information or materials following a majority vote of the members present.
- b. Have access to all financial and budget documents that it believes are needed to advise the Council that are not otherwise subject to privacy or other non-disclosure limitations. The Board shall make its request in writing to the Council, which will review the request and forward it to the Business Administrator or his/her designee, and the Chief Financial Officer.
- c. Request in writing through the Council to the Business Administrator or his/her designee, and the Chief Financial Officer to meet with the Chief Financial Officer or others as appropriate for presentations and discussions on these financial issues outside of a regular or special Council meeting.
- d. Take minutes of meetings and submit approved Minutes to the Council, Business Administrator and Chief Financial Officer. The Board will also provide the minutes to the Municipal Clerk for public availability in the Clerk's office and for posting to the Township website.
- e. Submit written reports to the Council, Business Administrator and Chief Financial Officer on a regular basis of the Board's findings, questions and recommendations.
- f. Appear as requested by the Town Council at Council meetings to present and/or engage in discussions with Councilmembers and Administration personnel, as appropriate.
- g. Meet at least once a month in the year that members serve, because Budget issues are a year-round responsibility, including year-end account reconciliations and pre-planning for the following calendar year. Meetings may occur more frequently depending on the majority vote of members.

- h. Communicate as appropriate with the Councilmember or Mayor who appointed them on budget matters. Members can also communicate through the Board Chair or his/her designee with county or state agencies as appropriate, as well as other municipalities and other entities that may perform similar advisory duties in other municipalities. When communicating, the Chair or designee shall clearly describe his or her role as a member of the West Orange Citizens Budget Advisory Board, a volunteer body created by Ordinance advising the Township Council to develop the annual budget and related financial areas.

II. 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.

III. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such determination shall only apply to those specific section(s), paragraph(s), subparagraph(s), clause(s) or provision(s) and those parts shall be severed. The invalidity thereof shall not affect the remaining parts of this Ordinance which shall be deemed valid and effective.

IX. EFFECTIVE DATE

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

SUSAN McCARTNEY, MAYOR

JOE KRAKOVIAK
COUNCIL PRESIDENT

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

INTRODUCED: March 25, 2025

ADOPTED: April 8, 2025

Legislative History

This Ordinance will establish the creation of a Citizens Board Advisory Board (the “Board”) by Ordinance. In years past, the Township previously had the Board by Resolution. The purpose of this Ordinance is to codify the rules and regulations of the Board via Ordinance.

VOTE SHEET

2907-25		AYE	NAY	ABSTAIN
3.25.25	FIRST RDG.			
MOVED BY				
SECOND				
Casalino				
Ghebremicael				
Rudin				
Scarpa				
Krakoviak				

2908-25

Deleted: ____-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 advise and consent of the~~ Township Council, 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 Township Council. Special Counsel would be subject to the supervision of the Township Attorney ~~except for matters involving a conflict of interest precluding representation by the Township Attorney wherein Special Counsel would be subject to the supervision of the Assistant Township Attorney or designated conflict counsel.~~ The bills of all Special Counsel shall be subject to approval by the Township Council. The Township Council must receive written notification from the Administration detailing the reasons for engaging Special Counsel, including the name of the law firm to be engaged, the rate, and a "not to exceed" clause.

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Deleted: 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: March 25, 2025

ADOPTED: April 8, 2025

Deleted: ,

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.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.2
RESTRICTED PARKING ZONES OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE**

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

Section 1. Subsections 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

<u>Residence Address</u>	<u>No. of Spaces</u>	<u>Location</u>
26 Babcock Place	1	Beginning 195 feet east of the easterly curb line of Main Street extended, and extending 20 feet east.
268 Watchung Avenue	1	Beginning 348 feet north of the northerly curb line of Alden Street, and extending 20 feet north.
39 Washington Street (on High Street)	1	Beginning 55 feet north of the northerly curb line of Washington Street and extending 20 feet north.

Section 2. Subsections 7-32.3, Handicapped Parking in Municipal Parking Lots and Board of Education Property of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

Pursuant to N.J.S.A 39:4-197, Municipal Plaza Parking Lot #6 is designated in part as a Handicapped Parking Area. Such spaces are for use by persons who have been issued special identification cards, plates or placards by the New Jersey Motor Vehicle Commission or a temporary card issued by the Chief of Police.

<u>Parking Lot</u>	<u>Parking Space(s)</u>	<u>Time limit</u>
6	First two stalls on the east side of the Lindsay Avenue entrance.	1 hour
6	First two stalls on the west side of the Lindsay Avenue entrance, facing south.	None

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

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Susan McCartney, Mayor

Joe Krakoviak, Council President

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

Introduced: March 25, 2025

Adopted: April 8, 2025

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 26 Babcock Place, 268 Watchung Avenue, and 39 Washington Street.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. In the case of 39 Washington Street, the stall will be placed on the side of the home on High Street, because the resident's access is from that side. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. All other Parking Ordinances under this chapter apply and supersede the use of these restricted spaces.

Additionally, two Handicapped Stalls located in Municipal Plaza nearest the Police Building will get limits of 1 hour parking for the convenience of residents that have business there. Two other stalls will be designated Handicapped for use of employees or others that need to park all day.

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

BOND ORDINANCE NUMBER 2910-25

**BOND ORDINANCE PROVIDING FOR VARIOUS 2025
CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND
IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING
\$12,835,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$9,387,109 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$12,835,000, which sum includes (i) a \$300,000 grant expected to be received from the Community Development Block Grant Program (the "CDBG Grant"), (ii) \$2,966,891 grants expected to be received from the Department of Transportation of the State of New Jersey (the "DOT Grants" and together with the CDBG Grant, the "Grants"), and (iii) down payments in the aggregate amount of \$181,000 (the "Down Payments") for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), which Down Payments are now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or

budgets of the Township for down payment or capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c) of the Local Bond Law, no down payment is required for the improvements or purposes set forth in Section 3(a)(ii)(iii), and (iv), and (v) hereof, as such projects are being funded by the DOT Grants, which are grants provided by the State of New Jersey.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$12,835,000 appropriation not provided for by said Down Payments and the Grants referred to in Section 1 hereof, negotiable bonds of the Township are hereby authorized to be issued in the aggregate principal amount of \$9,387,109 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$9,387,109 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Improvements and repairs to the entire lengths or portions of, as applicable Franklin Avenue from Main Street to Chestnut Street and Oxford Place from Cherry Street to Chestnut Street, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA complaint ramps, and driveway aprons;	\$ 530,000 (including the \$300,000 CDBG Grant)	\$219,000	\$11,000	10 years
(ii) Improvements and repairs to the entire lengths or portions of, as applicable,	\$ 2,510,000 (including the	\$ 1,510,000	\$ 0	10 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Walker Road, South Valley Road, and Rooney Circle, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	\$1,000,000 (DOT Grant)			
(iii) Improvements and repairs to the entire lengths or portions of, as applicable, Morris Road, Sussex Road and Hunterdon Road, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	\$ 1,700,000 (including the \$517,907 DOT Grant)	\$ 1,182,093	\$ 0	10 years
(iv) Improvements and repairs to the entire lengths or portions of, as applicable, South Valley Road, Union Street, Nassau Street from South Valley Road to Township limits and Wheatland Avenue, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	\$ 2,510,000 (including the \$950,000 DOT Grant)	\$ 1,560,000	\$ 0	10 years
(v) Improvements and repairs to the entire lengths or portions of, as applicable, Helen Avenue, Lawrence Avenue, Florence Place, and Lowell Avenue, including, but not limited to, as applicable, milling, paving, storm drain installation, curbs, sidewalks, ADA compliant ramps, and driveway aprons;	\$ 2,000,000 (including the \$498,984 DOT Grant)	\$ 1,501,016	\$ 0	10 years
(vi) Improvements and repairs to the Lando Parking Lot, including, but not limited to, milling, paving, line painting, striping, signage, new curbs, base repair and driveway aprons;	\$ 425,000	\$ 405,000	\$ 20,000	10 years
(vii) Purchase and installation of calming measures, including, but not limited to, signs, striping and LED high visibility lights along Kelly Drive;	\$ 75,000	\$ 72,000	\$ 3,000	7 years
(viii) Improvements and repairs to Dogwood Drive at Boland Park including, but not limited to, milling, paving, line painting, striping, signage, new curbs, base repair, and driveway aprons;	\$ 85,000	\$ 81,000	\$ 4,000	10 years
(ix) Exterior improvements and building and grounds improvements along Rooney Circle; and	\$ 2,000,000	\$ 1,905,000	\$ 95,000	15 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(x) Section 20 Expenses.	\$ <u>1,000,000</u>	\$ <u>952,000</u>	\$ <u>48,000</u>	
TOTALS:	<u>\$12,835,000</u>	<u>\$ 9,387,109</u>	<u>\$ 181,000</u>	

(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$9,387,109.

(d) The estimated cost of said improvements and purposes to the Township is \$12,835,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor are the Down Payments in the amount of \$181,000 now available for said improvements and purposes from the Township's Capital Improvement Fund and the Grants.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid, including the Grants, to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or

the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex, including the Grants, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the “Chief Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the

description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 11.10 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the

Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$9,387,109. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$1,000,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

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

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein

and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

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

**ADOPTED ON FIRST READING
DATED: MARCH 25, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: APRIL 8, 2025**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**JOE KRAKOVIAK,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2025.

**SUSAN MCCARTNEY, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on March 25, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on April 8, 2025 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$12,835,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$9,387,109 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance provides for (i) improvements and repairs to various roads in the Township; (ii) improvements and repairs to Lando Parking Lot; (iii) purchase of signs striping and LED lights along Kelly Drive; (iv) improvements and repairs to Dogwood Drive at Boland Park; and (v) exterior improvements and building and grounds improvements along Rooney Circle. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$12,835,000
Bonds/Notes Authorized:	\$9,387,109
Down Payment:	\$181,000
Grants:	\$300,000 Community Development Block Grant; and \$2,966,891 grants from Department of Transportation of the State of New Jersey
Section 20 Costs:	\$1,000,000
Useful Life:	11.10 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on April 8, 2025 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS 2024 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$13,802,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$11,584,343 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF
Purpose(s):	The bond ordinance provides for (i) improvements and repairs to various roads in the Township; (ii) improvements and repairs to Lando Parking Lot; (iii) purchase of signs striping and LED lights along Kelly Drive; (iv) improvements and repairs to Dogwood Drive at Boland Park; and (v) exterior improvements and building and grounds improvements along Rooney Circle. Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.
Appropriation:	\$12,835,000
Bonds/Notes Authorized:	\$9,387,109
Down Payment:	\$181,000
Grants:	\$300,000 Community Development Block Grant; and \$2,266,891 grants from Department of Transportation of the State of New Jersey
Section 20 Costs:	\$1,000,000
Useful Life:	11.10 years

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on March 25, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on April 8, 2025 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on March 25, 2025 and finally adopted on April 8, 2025 by the Township Council of the Township and approved by the Mayor on _____, 2025.

(2) After introduction, the bond ordinance was published as required by law on _____ in the (name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2025 and was duly published as required by law on _____, 2025 in (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital or temporary capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) The official seal of the Township is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township as of this _____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Ditinyak, the Chief Financial Officer of the Township, as of March 25, 2025, that such Supplemental Debt Statement was filed in my office on or prior to March 25, 2025 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2025.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2025 CAPITAL ACQUISITIONS AND IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$12,835,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$9,387,109 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the aggregate amount of \$181,000, which Down Payments are now available from the Township's Capital Improvement Fund by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2025.

JOHN DITINYAK,
Chief Financial Officer

State of New Jersey
Department of Community Affairs
Supplemental Debt Statement

Local Government: West Orange Township Prepared As Of: 3/24/2025

Budget Year Ending December 31 (Month D-D) 2025 (Year)

Name: John Ditinyak

Title:

Address: 66 Main Street
West Orange, NJ 07052

Phone: 973-325-4055

Email: jditinyak@westorange.org

CFO Cert #: N-895

John Ditinyak, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of West Orange Township here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
Bonds and Notes for School Purposes	\$0.00	\$	\$	\$0.00
Bonds and Notes for Self-Liquidating Purposes	\$0.00	\$	\$	\$0.00
Other Bonds and Notes	\$170,571,637.96	\$4,092,536.00	\$	\$166,479,101.96

2 Net Debt at the time of this statement is

\$166,479,101.96

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
Ordinance 2910-25	Multi-Purpose Bond Ordinance	\$9,387,109.00	\$	\$9,387,109.00
		\$9,387,109.00	\$0.00	\$9,387,109.00

4 The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is:

\$179,958,746.96

5 Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

	Year		
(1)	2022	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$7,039,551,266.00
(2)	2023	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$7,595,325,978.00
(3)	2024	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$8,484,167,363.00

6 Equalized Valuation Basis – Average of (1), (2) and (3).....

\$7,706,348,202.33

7 Net Debt (Line 4 Above) expressed as a percentage of such equalized valuation basis (Line 6 above) is:

2.335%

Notes

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of N.J.S.A. 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by N.J.S.A. 18A:24-16, and filed before the school district election. In such case pages 3 and 4 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.

**COMPUTATION AS TO INDEBTEDNESS FOR IMPROVEMENT OR EXTENSION OF AN
EXISTING MUNICIPAL PUBLIC UTILITY, N.J.S.A. 40A:2-7(h); NJSA 40A:2-47(a)**

- 1. Annual Debt Statement, excess in revenues of utility
- 2. Less Interest and principal computed as provided in N.J.S.A. 40A:2-47(a) for all obligations authorized but not issued to the extent not already charged to income in the annual debt statement.
- 3. Excess revenue prior to authorizing proposed obligations = (column 1 minus column 2)
- 4. Interest and principal calculated for proposed obligations N.J.S.A. 40A:2-47(a)
 - (a) Interest for one year at 4 1/2%
 - (b) First installment of serial bonds legally issuable
 - (c) Total charges (Items (a) and (b))

	1	2	3	4(a)	4(b)	4(c)
Municipal Public Utility	ADS Excess in Revenues of Utility	Less Interest and Principal	Excess Revenue	Interest for One Year	1 st Installment of Serial Bonds Legally Issuable	Total Charges

Note: If line 3 equals or exceeds line 4, obligations may be authorized under the provisions of N.J.S.A. 40A:2-7(h) as limited by N.J.S.A. 40A:2-47(a).

COMPUTATION OF SCHOOL INDEBTEDNESS AND DEDUCTIONS
UNDER PROVISIONS OF N.J.S.A. 18A: 24-17

N.J.S.A. 18A:24-19 (Lines 1 to 7)

1	Average of equalized valuations (page 1, line 3)		\$7,706,348,202.33
2	Gross School District Debt outstanding and authorized but not issued (not including proposed issue)		\$
3	Less: Sinking funds held for payment of School Debt, by Sinking Fund Commission		\$
4	Net debt for school purposes (line 2, minus line 3)		\$0.00
5	Debt deduction for school purposes' % (as per line below)	%	\$
	(a) 2½% Kindergarten or Grade 1 through Grade 6		
	(b) 3 % Kindergarten or Grade 1 through Grade 8		
	(c) 3½% Kindergarten or Grade 1 through Grade 9		
	(d) 4 % Kindergarten or Grade 1 through Grade 12		
6	Available debt deduction (excess, if any, of line 5 over line 4)		\$0.00
7	School Bonds about to be authorized		\$
	Note: Omit lines 8 to 13, if line 6 equals or exceeds line 7. or if shown on line 17		

N.J.S.A. 18A:24-22 (Lines 8 to 13)

8	Excess of line 7 over line 6		\$0.00
9	Municipal Debt Limit (3½% of line 1 above)		\$269,722,187.08
10	Net Debt		\$166,479,101.96
11	Available Municipal Borrowing Margin (excess, if any, of line 9 over line 10)		\$103,243,085.12
12	Use of Municipal Borrowing Margin (line 8 not exceeding line 11)		\$0.00
13	Remaining Municipal Borrowing Margin after authorization of proposed School Bonds (line 11 minus line 12)		\$103,243,085.12
	Note: Omit lines 14 to 16, if line 11 equals or exceeds line 8, or if shown on line 17		

N.J.S.A. 18A:24-24 (lines 14 to 16)

14	Amount of line 7		\$
15	Amount of Deduction:	(a) Amount of line 6	\$0.00
		(b) Amount of line 11	\$103,243,085.12
		Total	\$103,243,085.12
16	Excess of line 14 over line 15		\$0.00

Computation of Regional School Indebtedness

	1	2	3	4	5
Municipality	Average Equalized Valuations 40A:2-43		Apportionment of Previous Bonds Issued or Authorized	Amount Apportionment of Proposed Bond Issue	Total Apportionment of Previous Bonds Issued or Authorized plus Apportionment Proposed Bond Issue (Column 3 plus 4)
	Amount	Percentage			
		%			
Totals		%			

SPECIAL DEBT STATEMENT

BORROWING POWER AVAILABLE UNDER N.J.S.A. 40A:2-7(f)

1	Amount of accumulated debt incurring capacity under RS 40:1-16(d) as shown on the latest Annual Debt Statement.		\$
2	Obligations heretofore authorized in excess of debt limitation and pursuant to:		
	(a) N.J.S.A. 40A:2-7(d)	\$	
	(b) N.J.S.A. 40A:2-7(f)	\$	
	(c) N.J.S.A. 40A:2-7(g)	\$	
	Total		\$0.00
3	Available debt incurring capacity (N.J.S.A. 40A:2-7(f))		\$
4	Obligations about to be authorized pursuant to N.J.S.A. 40A :2-7(f) (If item 3 equals or exceeds item 4, obligations may be authorized)		\$

BORROWING POWER AVAILABLE UNDER N.J.S.A. 40A:2-7(g)

1	Total appropriations made in local unit budget for current fiscal year for payment of obligations of local unit included in Annual Debt Statement or revision thereof last filed as of preceding December 31, 2024		\$
2	Less the amount of such obligations which constitute utility and assessment obligations:		\$
3	Excess of item 1 over item 2:		\$0.00
4	Amount raised in the tax levy of the current fiscal year by the local unit for the payment of bonds or notes of any school district		\$
5	Amount equal to 2/3 of the sum of item 3 and item 4		\$0.00
6	(a) Amount of obligations heretofore authorized under N.J.S.A. 40A:2-7(g) in current fiscal year	\$	
	(b) Amount of authorizations included in 6(a) which were heretofore repealed	\$	
	(c) Excess of item 6(a) over item 6(b)		\$0.00
7	Excess of item 5 over item 6(c)		\$0.00
8	Obligations about to be authorized		\$
9	Borrowing capacity still remaining after proposed authorization		\$0.00

(item 7 less item 8) (If item 7 equals or exceeds item 8, obligations may be authorized)

2911-25

**CAPITAL ORDINANCE APPROPRIATING \$1,000,000 TO
PAY FOR VARIOUS IMPROVEMENTS AND UPGRADES
TO THE OSKAR SCHINDLER PERFORMING ARTS
CENTER, IN AND FOR THE TOWNSHIP OF WEST
ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY**

WHEREAS, the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), wishes to undertake capital improvements consisting of various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center, including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks, (the "Capital Improvements"); and

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WHEREAS, the cost of said Capital Improvements is estimated to be \$1,000,000; and

WHEREAS, the Township has received or expects to receive a New Jersey Department of Community Affairs Grant – Coronavirus State Fiscal Recovery Fund in the amount of \$1,000,000 (the "NJDC Grant") to undertake the Capital Improvements; and

WHEREAS, the Township Council desires to authorize the appropriation and expenditure of the NJDC Grant in order to undertake the aforesaid Capital Improvements.

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW**

JERSEY (a majority of the full membership thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The Capital Improvements or purposes described in Section 2 of this capital ordinance are hereby authorized as general capital improvements to be undertaken by the Township. There is hereby appropriated the amount of \$1,000,000, which amount is the NJDCA Grant received or expected to be received by the Township and deposited into the General Capital Fund for the said improvements or purposes stated in Section 2 hereof.

SECTION 2. The Capital Improvements or purposes hereby authorized are for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

SECTION 3. The expenditure of the NJDCA Grant for the improvements or purposes set forth in Section 2 hereof is hereby authorized and approved. The Mayor, the Clerk, the Chief Financial Officer and any other official/officer of the Township are each hereby authorized and directed to execute, deliver and perform any agreement with the

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State of New Jersey Department of Community Affairs or any other agreement necessary to undertake the improvements or purposes set forth herein and to effectuate the transaction contemplated hereby and thereby.

SECTION 4. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 5. Capitalized terms used herein and not otherwise defined, shall have the meanings ascribed to such terms in the preambles to this capital ordinance.

SECTION 6. This ordinance shall take effect in accordance with applicable law.

**ADOPTED ON FIRST READING
DATED: March 25, 2025**

KAREN J. CARNEVALE, CLERK
Township of West Orange

**ADOPTED ON SECOND READING
DATED: April 8, 2025**

KAREN J. CARNEVALE, CLERK
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE**

NOTICE OF INTRODUCTION OF CAPITAL ORDINANCE

The capital ordinance, published herewith in its entirety, has been introduced by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on March 25, 2025.

The purpose of this capital ordinance is to appropriate \$1,000,000 received or expected to be received from a grant provided by the New Jersey Department of Community Affairs – Coronavirus State Fiscal Recovery Fund to pay for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring, and security cameras (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

This capital ordinance will be considered for final adoption by the Township Council of the Township after public hearing thereon, at a meeting of the governing body taking place at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, to be held on April 8, 2025 at 7:00 p.m. A copy of this ordinance may be obtained without cost from the Office of the Township Clerk, 66 Main Street, West Orange, New Jersey, during regular business hours.

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

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**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
PUBLIC NOTICE**

NOTICE OF ADOPTION OF CAPITAL ORDINANCE

The capital ordinance, published in its entirety herewith, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on April 8, 2025.

The purpose of this capital ordinance is to appropriate \$1,000,000 received or expected to be received from a grant provided by the New Jersey Department of Community Affairs – Coronavirus State Fiscal Recovery Fund to pay for various improvements and upgrades to (i) the Oskar Schindler Performing Arts Center including, but not limited to, the installation of a sound system for the amphitheater, a shed, the installation of ADA accessible seating, and the installation of safety lighting on the building, stage flooring and security cameras, and (ii) Crystal Lake, including, but not limited to, the construction of two floating docks. Said improvements or purposes shall also include, as applicable, all work, materials, equipment, engineering, design, consulting work, preparation of plans and specifications, permits, bid documents, conducting and preparation of reports and studies, environmental investigations and remediation, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

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KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on March 25, 2025 at 7:00 p.m. at a meeting of the governing body, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on April 8, 2025, at 7:00 p.m. at a meeting of the governing body, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

CLERK'S CERTIFICATE

I, Karen J. Carnevale, do hereby certify that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township.

I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the capital ordinance introduced on March 25, 2025 and finally adopted on April 8, 2025.

(2) After introduction, the capital ordinance was published as required by applicable law on _____, 2025 in the (name of newspaper).

(3) Following the passage of the capital ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said capital ordinance or a summary thereof and a notice that copies of the capital ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the capital ordinance by the governing body. Copies of the capital ordinance were made available to all who requested same, at no cost to such requesting individual.

(4) After final adoption, the ordinance was duly published as required by law on _____, 2025 in the (name of newspaper).

(5) The capital ordinance has not been amended, added to, altered or repealed and said capital ordinance is now in full force and effect.

(6) A certified copy of the capital ordinance and a copy of the amended capital budget form or temporary capital budget form, as applicable, have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs.

(7) The official seal of the Township is the seal, an impression of which is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed, imprinted or reproduced the official seal of the Township this ____ day of _____, 2025.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange