

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE November 6, 2024

NUMBER 508-2024

**TITLE: A RESOLUTION AUTHORIZING PAYMENT TO HILLMANN CONSULTING, LLC, 1600 ROUTE 22 EAST – FIRST FLOOR, UNION, NEW JERSEY 07083 FOR THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND APPLICATION AT 540 MITCHELL IN THE AMOUNT NOT TO EXCEED \$39,693.50.**

WHEREAS, Resolution #459-2021 authorized Hillmann Consulting, LLC to apply for the Hazardous Discharge Site Remediation Fund (HDSRF) for 540 Mitchell Street; and

WHEREAS, Resolution 158-2022 authorized the City of Orange Township to accept the grant funds; and


WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No. G-02-00-536-000-002, there will be sufficient funds authorizing payment to Hillmann Consulting, LLC.

**NOW, THEREORE BE IT RESOLVED**, by the Municipal Council of the City of Orange Township that the appropriate officers of the City of Orange Township shall be and are hereby authorized payment to Hillmann Consulting, LLC in the amount not to exceed \$39,693.50.

Adopted: November 6, 2024

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Adrienne K. Wooten  
Council President



AMIRACH

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
GRANT TRUST ACCOUNT

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are now sufficient funds in the following Grant account(s) to Contract with:

Vendor Name: Hillman Consulting LLC.  
Address#1: 1600 Route 22 East

City: Union  
State: New Jersey  
Zip Code: 07083-1597

Purpose: 540 Mitchell St. Hazardous discharge remediation

Fund: Current Fund - Grants  
Account Name HAZARDOUS DISCHARGE REMEDIATION GRANT '22  
Account Numbers(s): G-02-00-536-000-002

Balance Before	39,694.00
Requested	<u>39,693.50</u>
Balance After	0.50

Vendor ID: HILLM010

Purchase Order #: 24-02029

Amount not to exceed: \$39,693.50

---

Division Head

Date

*Nile Clements*

10/24/2024

---

Chief Financial Officer

Date

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** October 19, 2021

**NUMBER** 459-2021

**TITLE:** **A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO APPLY FOR HAZARDOUS DISCHARGE SITE REMEDIATION FUND (HDSRF) GRANT FUNDING FOR 540 MITCHELL STREET, CITY OF ORANGE TOWNSHIP, ESSEX COUNTY, NEW JERSEY.**

**WHEREAS,** The City of Orange Township is authorized to apply for HDSRF funding; and

**WHEREAS,** The City of Orange Township has been part of the Central Valley Brownfield Development Area since its establishment in 2007; and

**WHEREAS,** the state of New Jersey Department of Environmental Protection through the Hazardous Discharge Site Remediation Fund (HDSRF), has grant funds available to municipalities for the purpose of funding preliminary assessments & site investigations to determine the existence or extent of hazardous substance discharge conditions on properties; and

**WHEREAS,** the City of Orange Township wishes to conduct a preliminary assessment and site investigation with respect to the following parcel located within the Central Valley Brownfield Development Area (BDA):

1. Block 4005, Lot 2 – 540 Mitchell Street, City of Orange Township, Essex County, New Jersey 07050

**WHEREAS,** Hillman Consulting, with offices at 1600 Route 22 East, Suite 107, Union, New Jersey 07083, is qualified to prepare and submit all applications for such funding;

**WHEREAS,** the City of Orange Township is committed to the redevelopment of the site within a three (3) year period after the completion of the remediation of this site; and

**WHEREAS,** the City of Orange Township is the current owner of the property.


**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Orange Township, in the County of Essex, State of New Jersey as follows:

1. The City of Orange Township designates the firm of Hillman Consulting to serve as the Licensed Site Remediation Professional (LSRP) on behalf of the Central Valley Brownfield Development Area;

 A. M. Zanti

2. Hillman Consulting is hereby authorized and directed to apply for grant funding in order to conduct preliminary assessments and site investigations above-described parcel.
3. The Mayor and other appropriate City Officials are authorized to execute any and all documents necessary in order to apply for the aforesaid grant.
4. In the event that funding is approved pursuant to a grant issued in favor of the City of Orange Township, Hillman shall be authorized and directed to implement preliminary assessments, site investigations, remedial investigations, and/or remedial actions for the above described parcel in accordance with the scope of work provided in the approved grant application but only to the extent that the DDSRF grant funds are available for payment for the aforesaid services.

Adopted: October 19, 2021

  
Joyce L. LaTier  
City Clerk

  
Kerry J. Coley  
Council President

Certified to be a true copy of a resolution adopted by the  
Governing Body of the City of Orange Township.

at a public meeting on October 19, 2021

  
Municipal Clerk

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE March 15, 2022NUMBER 158-2022**TITLE: A RESOLUTION FOR EMERGENCY TEMPORARY APPROPRIATIONS #5 TO THE CALENDAR YEAR 2022 BUDGET**

**WHEREAS**, N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for any purposes for which appropriations may lawfully be made for the period between the beginning of the current calendar year and the date of the adoption of the budget for said year; and

**WHEREAS**, the total emergency temporary resolutions adopted in Calendar Year 2022 pursuant to the provisions of N.J.S.A. 40A:4-20 including this resolution totals \$27,478,088.00 for the Current Fund, \$5,643,123 for the Water/Sewer Utility Fund and \$165,000 for the Open Space, Recreation, Farmland and Historic Preservation Trust Fund;

**NOW, THEREFORE, BE IT RESOLVED** (not less than two-thirds of all members thereof affirmatively concurring), that in accordance with the provision of N.J.S.A. 40A:4-20: An emergency temporary appropriation be and the same is hereby made and extended for the following appropriation:

CITY OF ORANGE TOWNSHIP  
EMERGENCY TEMPORARY APPROPRIATIONS #5  
CURRENT 2022

		SALARY AND WAGES	OTHER EXPENSES
BUSINESS ADMINISTRATOR	S&W	75,000.00	
ADMINISTRATIVE SERVICES	S&W	200,000.00	
MAYOR'S OFFICE	S&W	65,000.00	
MUNICIPAL A.B.C. BOARD	S&W	3,500.00	
CITY COUNCIL	S&W	60,000.00	
CITY CLERK	S&W	90,000.00	
CITY CLERK - ELECTION	S&W	3,000.00	
FINANCE DEPARTMENT	S&W	120,000.00	
TAX COLLECTOR	S&W	80,000.00	
TAX ASSESSOR	S&W	55,000.00	
DEPARTMENT OF LAW	S&W	145,000.00	
PLANNING DIVISION	S&W	70,000.00	
PLANNING BOARD	S&W	2,000.00	
ZONING BOARD	S&W	1,500.00	
HISTORIC PRESERVATION BOARD	S&W	1,500.00	
RENT LEVELING BOARD	S&W	750.00	
INSPECTION AND LICENSING	S&W	95,000.00	
UNIFORM CONSTRUCTION CODE	S&W	85,000.00	
RECREATION	S&W	75,000.00	
DEPARTMENT OF POLICE	S&W	4,300,000.00	
SCHOOL GUARDS	S&W	75,000.00	
DEPARTMENT OF FIRE	S&W	2,150,000.00	
PUBLIC WORKS DIRECTOR	S&W	140,000.00	
STREET SERVICES	S&W	405,000.00	
BUILDINGS & GROUNDS	S&W	55,000.00	
COMMUNITY SERV ADMINISTRATION	S&W	270,000.00	
ILSA - AFTER SCHOOL	S&W	10,000.00	
PARKS MAINTENANCE	S&W	25,000.00	
COURT	S&W	255,000.00	
PUBLIC DEFENDER	S&W	20,000.00	



CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 CURRENT 2022

		SALARY AND WAGES	OTHER EXPENSES
BUSINESS ADMINISTRATOR	OE		200.00
ADMINISTRATIVE SERVICES	OE		163,100.00
MAYOR'S OFFICE	OE		2,500.00
MUNICIPAL A.B.C. BOARD	OE		3,100.00
GRANT COMPLIANCE	OE		10,000.00
CITY COUNCIL	OE		40,900.00
CITY CLERK	OE		28,200.00
CITY CLERK - ELECTION	OE		9,000.00
FINANCE DEPARTMENT	OE		61,100.00
AUDIT	OE		30,000.00
TAX COLLECTOR	OE		10,200.00
TAX ASSESSOR	OE		16,300.00
DEPARTMENT OF LAW	OE		305,600.00
PLANNING DIVISION	OE		62,500.00
PLANNING BOARD	OE		3,200.00
ZONING BOARD	OE		1,200.00
HISTORIC PRESERVATION BOARD	OE		1,600.00
INSPECTION AND LICENSING	OE		12,400.00
COMMUNITY SERV ADMINISTRATION	OE		2,000.00
ILSA - AFTER SCHOOL	OE		100.00
HEALTH	OE		3,700.00
ANIMAL CONTROL	OE		14,800.00
OLDER ADULT SERVICES	OE		6,700.00
CULTURAL AFFAIRS	OE		8,800.00
RECREATION	OE		34,400.00
DEPARTMENT OF POLICE	OE		125,600.00
FLEET MANAGEMENT	OE		105,000.00
DEPARTMENT OF FIRE	OE		67,000.00
PUBLIC WORKS DIRECTOR	OE		34,400.00
STREET SERVICES	OE		76,700.00
BUILDINGS & GROUNDS	OE		100,800.00
EQUIPMENT AND VEHICLE MANAGEMENT	OE		184,000.00
COURT	OE		35,800.00
PUBLIC DEFENDER	OE		200.00
GENERAL LIABILITY	OE		175,000.00
WORKERS COMPENSATION	OE		100,000.00
EMPLOYEE GROUP HEALTH	OE		2,646,000.00
MUNICIPAL INSURANCE FUND	OE		20,300.00
UNEMPLOYMENT COMPENSATION	OE		16,900.00
REFUSE REMOVAL	OE		567,300.00
GAS AND ELECTRIC	OE		68,000.00
STREET LIGHTING	OE		90,000.00
TELEPHONE	OE		86,000.00
PUBLIC LIBRARY	OE		236,300.00
INTERLOCAL SERVICE AGREEMENT - BELLEVILLE	OE		15,000.00
PRIOR YEAR BILLS (PSE&G)	OE		100,000.00
SOCIAL SECURITY	OE		350,000.00

CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 CURRENT 2022

		SALARY AND WAGES	OTHER EXPENSES
NJDOT VARIOUS STREETS GRANT	OE		782,700.00
EC DIV. OF CULT. & HIST. AFFAIRS - LOCAL HISTORY PROGRAM	OE		625.00
STATE OF NJ BODY ARMOR GRANT	OE		1,953.00
NJ DEPT. OF LAW & PUBLIC SAFETY BODY WORN CAMERA GRANT	OE		315,890.00
NJDOT 2022 TRANSIT VILLAGE IMPROVEMENTS	OE		100,000.00
FY21 EMPG & EMAA GRANT	OE		10,000.00
<del>NJDEPT. HAZARDOUS DISCHARGE SITE REMEDIATION FUND</del>	<del>OE</del>		<del>39,694.00</del>
NJ DEPT. OF LAW & PUBLIC SAFETY JAG PROGRAM	OE		16,500.00
TOTAL		8,932,250.00	7,299,262.00

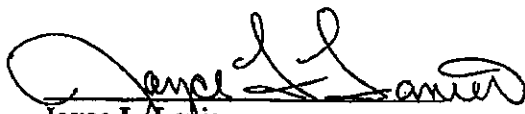
CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 WATER/SEWER 2022

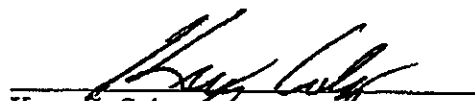
		SALARY AND WAGES	OTHER EXPENSES
WATER OPERATING	S&W	100,000.00	
WATER OPERATING	OE		2,225,000.00
TOTAL		100,000.00	2,225,000.00

CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 OPEN SPACE 2022

		SALARY AND WAGES	OTHER EXPENSES
MAINTENANCE OF LANDS FOR RECREATION AND CONSERVATION	S&W	40,000.00	
MAINTENANCE OF LANDS FOR RECREATION AND CONSERVATION	OE		125,000.00
TOTAL		40,000.00	125,000.00

Adopted: March 15, 2022

  
 Joyce L. Lanier  
 City Clerk

  
 Kerry J. Coley  
 Council President

**RESOLUTION NO. 158-2022**

**ON CONSENT AGENDA**

**REGULAR COUNCIL MEETING – March 15, 2022**

**MOTION TO ADOPT: Montague, III**

**SECOND: Summers-Johnson**

**YEAS: Eason, Johnson, Jr., Montague, III, Ross, Summers-Johnson, & Council President Coley**

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: Wooten**





1600 ROUTE 22 EAST - P.O. BOX 1597  
UNION, N.J. 07083-1597  
TELEPHONE 908-688-7800 - FAX 908-688-2836

CITY OF ORANGE  
CITY HALL  
29 NORTH DAY STREET  
ORANGE, NJ 07050  
Marty Mayes

INVOICE DATE: 12/31/23  
Invoice No: 115893  
JOB NUMBER: G62636  
PURCHASE ORDER:

INVOICE TOTAL: **\$39,693.50**  
**DUE UPON RECEIPT**

---

534 & 540 Mitchell St, Orange, NJ - Site Investigation, Hazardous Discharge Site Remediation Fund Application  
March 2023 - December 2023

<u>DATE</u>	<u>UNIT NAME</u>	<u>RATE</u>	<u>LABEL</u>	<u>QUANTITY</u>	<u>TOTAL</u>
12/31/2023	Labor Site Investigation	1.00	Flat	39693.50	\$39,693.50

Total this Invoice **\$39,693.50**

---

Please Remit To: Hillmann Consulting, LLC  
Accounts Receivable, PO Box 1597, Union, NJ 07083-1597  
Federal Tax ID # 27-1592684  
Visit Our Website at: [www.hillmann.com](http://www.hillmann.com)



**HILLMANN**  
CONSULTING

**CONTRACT AGREEMENT**

<b>Date:</b> March 1, 2023	
<b>This contract is by and between:</b>	
Hillmann Consulting, LLC (hereinafter "Hillmann") 1600 Route 22 East - First Floor Union, NJ 07083 Phone: 908-688-7800	CITY OF ORANGE (hereinafter "Client") CITY HALL and: 29 NORTH DAY STREET ORANGE, NJ 07050 Attn: Marty Mayes Phone: (973) 266-4030

<b>Project Name/Address:</b>	534 Mitchell Street 540 Mitchell Street Orange, New Jersey 07050	<b>Project Type:</b>	Site Investigation
------------------------------	--	----------------------	--------------------

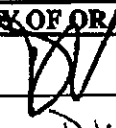

<b>Time of Performance:</b>	Hillmann anticipates the orderly and continuous progress of the Project through completion. The completion of Hillmann's scope of work shall be performed in a reasonably expected period of time.
-----------------------------	--

This Agreement will not be binding on any party until fully executed copies are exchanged by the Parties.

Hillmann and Client wish to enter into an Agreement for Hillmann to provide the services described in Exhibit "A", Scope of Work, which is specifically made a part hereof, for the compensation set forth in Exhibit "B", Cost and in consideration of the mutual promises herein, Client and Hillmann agree as follows:

In consideration of these services, client shall compensate Hillmann as set forth in Cost Proposal attached as Exhibit "B" and specifically made a part hereof.

Hillmann and Client agree to be bound by the provisions of Hillmann's General Terms and Conditions attached as Exhibit "C" and specifically made a part hereof.

<b>CITY OF ORANGE</b>	<b>Hillmann Consulting, LLC</b>
Signature: 	Signature: 
Printed Name: <u>Dwayne D. Warren, Esq.</u>	Christopher Hirschmann Director, Environmental Services
Title: <u>Mayor</u>	Date: <u>3/17/23</u>
Date: <u>3.9.23</u>	

In witness whereof, the parties hereto have duly executed and delivered this Agreement, as of the dates and year first written above.



## The Hillmann Consulting Difference

*Making a better future for all the communities we touch.*

At Hillmann Consulting, LLC, we're committed to making a better future for all the communities we touch. Our multidisciplinary team works together on every project, bringing decades of collective knowledge and expertise to our clients. We care, not only about our people, but all people. We're not just about health and safety and construction management, we're about kindness, giving back, and striving to truly make a difference. Hillmann is a Great Place to Work Certified company and an Inc. 500/5000 Fastest-Growing Privately Held Firm.

- **BUSINESS ACUMEN.** Communication is key. We listen, ask questions, and take the time to bring a unique project approach based on our client's business needs and goals. We approach each project with an unrivaled level of integrity and expertise.
- **COMPREHENSIVE SERVICES.** Hillmann provides a wide range of Environmental Consulting, Risk Management, Construction Risk Management, and Construction Services across a diverse group of markets nationwide. Regardless of the project size or scope, our goal is to provide our clients with innovative solutions to their most complex problems. We will continue to expand our services to meet the ever-changing needs of our clients. We currently offer the following services:
  - Asbestos, Lead, & Mold
  - Environmental Health & Safety
  - Risk Management & Loss Control
  - Construction Site Safety
  - Owner's Rep/Construction Services
  - Construction Loan Monitoring/Construction Risk Management
  - Developer Assistance
  - Real Estate Due Diligence
  - Site Investigation & Remediation
  - Industrial Hygiene/Occupational Safety
  - Laboratory Services
  - Training & Awareness
  - Emergency/Disaster Response
- **REPUTATION.** With over 35 years of experience, Hillmann sets the standard for all other firms in our industry. We help our clients find the best approach to their unique needs and tailor our reports to those needs.

*Our Mission is simple. We provide expert solutions to protect the value of your property and the health and safety of your people.*

With offices spanning the United States from coast to coast, Hillmann is strategically positioned to provide services in any market. Our portfolio of clientele includes Property Owners, Property Management Firms, Commercial Lenders, Insurance Companies, and Construction Management Firms to name a few. We link our enduring company values with the values and priorities of our clients. At Hillmann, your property is our priority.

**EXHIBIT "A"**  
**SCOPE OF WORK:**

Scope of Work is as per approved New Jersey Hazardous Discharge Site Remediation Fund Application. The scope of work for both properties is attached to this contract.

<b>EXHIBIT "B"</b>				
<b>PROJECT COSTS</b>				
<b>Project Fees and Estimated Costs: The following fees will apply to the work:</b>				
Units	Rate	Qty.	Type	Cost
A. Site Investigation	\$39,693.50	1	Flat	\$39,693.50
<b>Estimated Cost for Services:</b>				<b>\$39,693.50</b>
<p>Note: Detailed cost sheets, per the NJ HDSRF application, are attached to this contract.</p> <p>The project fees and Estimated Cost for Services are based upon the information received and conditions known to Hillmann at the time of this writing. In the event that site conditions and/or information previously unknown to Hillmann warrants additional services to complete the scope of work, Client will be notified for approval of additional costs. Additional services requested by Client that are not specifically addressed in this proposal will be performed in accordance with Hillmann's Standard Fee Schedule.</p>				

**EXHIBIT "C"**  
**GENERAL TERMS AND CONDITIONS**

**1. PAYMENT:** Unless the parties agree upon a billing schedule, monthly invoices will be submitted to Client and a final invoice will be submitted upon completion of the services. Invoices will include charges for hours worked and expenses incurred, or will be Lump Sum as agreed upon in the Project Cost Proposal. Each invoice is due on presentation and is considered past due thirty (30) days from the invoice date. Client agrees to notify Hillmann of any questions concerning an invoice or any reason for non-payment within the initial thirty-day period, and failure to provide notification shall be a waiver of such issues. Client agrees to pay a finance charge of one and one-half percent (1½ %) per month on past due accounts. Hillmann reserves the right to suspend or terminate work under this agreement if Client is delinquent in making payment when due. Client shall pay reasonable attorneys' fees or other reasonable costs incurred by Hillmann in collection of delinquent amounts.

**2. COST INCREASES, DELAY, NON-PERFORMANCE, SITE CONDITIONS:** If Hillmann's performance under this agreement extends beyond twelve (12) months, or if Hillmann is required to modify the Scope of Work at Client's request or to comply with regulatory changes, or in the event of changed conditions, Hillmann shall have the right to request a cost increase. Upon notice of a cost increase request, the parties shall confer and seek agreement. If the parties cannot reach an agreement, either party shall have the right to terminate this agreement.

Hillmann reserves the right to refuse to perform work or provide services if conditions exist that, in Hillmann's opinion, pose a risk of serious injury or a danger to life and/or health of workers. If an unsafe condition is identified, Hillmann will notify Client and suspend operations until the unsafe condition is corrected or abated. Hillmann reserves the right to modify the Scope of Work if, in its opinion, the stated Scope of Work poses a risk of serious injury or a danger to life and/or health of workers. Hillmann will notify Client for agreement prior to performing the modified scope of work.

Services under this agreement may be delayed by seasonal conditions and/or site conditions that prevent or inhibit performance, or if unanticipated hazardous materials or conditions are encountered. These delays and any delays caused by Client and/or its subcontractors, consultants, agents, officers, directors or employees, or delays caused by the permitting process or governmental/municipal employees, shall extend the contract completion date and Hillmann shall be paid for Services performed to the delay start date plus reasonable delay fees. Delay fees include, but are not limited to, personnel and equipment deferment and reschedule modifications; labor and material escalation; and extended overhead costs directly attributable to the delay. Delays within the scope of this section in excess of thirty (30) days shall render the agreement subject to renegotiation or termination, at the option of either party.

Hillmann shall not be responsible or liable for damages allegedly arising from non-performance or delays beyond the reasonable control of Hillmann including acts of God, actions of Federal, State and local governmental authorities and regulatory agencies, storms, floods, epidemics, war, riot, strikes, lockouts, pandemic or any inability to supply personnel, information or equipment to the project. In the event of any of the foregoing, Hillmann shall make reasonable efforts to resume operations as soon as reasonably possible.

If Hillmann encounters unexpected conditions that will materially impair Hillmann's ability to complete the Scope of Work or that would result in a material change relative to the price Proposal for the Scope of Work, Hillmann will notify the Client and may temporarily cease work and seek a modification of this Agreement pursuant to the following paragraph. Unexpected conditions include, but are not limited to: unexpected impediments to site access such as dense vegetation, clear-cut areas, stored materials and/or equipment, highly disturbed ground, site boundaries not clearly marked, inaccurate topographic base maps, lack of ground control, unanticipated contamination, an unknown or abandoned underground storage tank(s) or line(s) and associated equipment that demonstrate that they have caused a release of oil and/or hazardous material to the environment and this release causes a substantial increase in the Scope of Work and costs, construction or reconfiguration of the Site (by forces or entities outside the control of Hillmann) to the extent that it interferes with the Scope of Work, promulgation of new, or a change in interpretation of existing, federal, state, or local law, or regulation, ordinance, or written policy, other limitations of access to the Site or adjacent properties, changes in access, significant changes in access agreements, access that requires the institution of administrative or legal action, or access that requires unreasonable or uncustomary monetary expenditures, or demands, claims, lawsuits, and

**HILLMANN**  
CONSULTING

the like that impact the progress of or require additional effort not accounted for in the Scope of Work (collectively "Unexpected Condition").

If an Unexpected Condition occurs, the parties shall then have the right to amend or modify this Agreement, including extending the time for performance or changing cost, provided, however, that if the parties cannot agree on such an amendment or modification within seven (7) days of such notification to the Client by Hillmann, either party may terminate this Agreement.

**3. CLIENT'S RESPONSIBILITIES:** Client agrees to undertake the following:

- (A) Designate a representative having authority to give instructions, receive information, define Client's policies, make decisions and take action with respect to the Project.
- (B) Client will provide, or obtain from the appropriate party, site access for Hillmann, its subcontractors, and all personnel and equipment required to complete the services under this Agreement. If Hillmann's Scope of Work requires destructive testing or destruction of any material to gain access to certain areas, Hillmann will take all necessary precautions to minimize damage to the property, but Hillmann shall not assume responsibility for restoration of damage that may occur during the normal course of project performance.
- (C) Provide all criteria and information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations.
- (D) Provide all available information, including previous reports and any other data in possession of Client relevant to the Project. These data may include: (a) data prepared by others, including building surveys for hazardous materials, air quality testing, subsurface borings and/or testing of subsurface media, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment; (b) appropriate professional interpretations of such data; (c) environmental assessments and impact statements; (d) property, boundary, easement, right-of-way, topographic and utility surveys; (e) property descriptions, zoning, deed and other land use restrictions; and (f) other necessary special data or consultations. Hillmann may rely on the accuracy and completeness of the supplied data.
- (E) Provide adequate lighting, access and information to allow for a meaningful evaluation, inspection and observation, where applicable.
- (F) Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Project and approval from others as may be necessary for the timely completion of the Project, unless the Client has directed Hillmann to prepare applicable submittals on the Client's behalf within the Hillmann's Scope of Work.
- (G) Give prompt written notice to Hillmann whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Hillmann's services.

**4. HILLMANN'S RESPONSIBILITIES:** Hillmann agrees to undertake the following:

- (A) Hillmann shall perform the services described in the Scope of Work attached hereto as Exhibit A in the manner customary for competent and prudent professionals performing such services at the time and place where the services are provided.
- (B) Hillmann shall provide all services as an independent contractor. Personnel performing Services will be Hillmann's employees or personnel that are subcontracted by Hillmann.
- (C) With respect to Hillmann employees, Hillmann shall be responsible for: (i) the payment of compensation and the provision of any employee benefits; (ii) the payment of workers' compensation, disability benefits, and unemployment insurance; and, (iii) withholding and payment of all applicable Federal, State, and local income taxes and social security.
- (D) Hillmann shall be responsible for training its employees and for the safety of Hillmann's employees and worksite conditions under Hillmann's direct control.
- (E) Hillmann shall, at its sole expense, maintain in full force and effect during its performance under this Agreement the insurance coverages set forth below ("Required Coverages"). Hillmann shall cause Client and its Landlord to be named as an additional insured under its General Liability, Auto, Pollution and Excess policies described below. If requested, Hillmann shall provide to Client Certificates of Insurance and/or specific policy endorsements evidencing that the insurance policies described as follows are in effect.

Client must advise Hillmann if other entities should be added to Hillmann's General Liability, Auto, Pollution and Excess policies as additional insured(s).

**General Liability:** \$1,000,000 per occurrence and \$2,000,000 General Aggregate with Contractual Coverage, Products & Completed Operations. \$2,000,000 aggregate applies per project.

**Automobile Liability:** Combined Single Limit of \$1,000,000 per occurrence or primary/excess policies with this amount or greater in coverage. Limit of \$1,000,000 for Owned, Non-Owned & Hired Auto Liability.

**Workers Compensation:** Statutory limits for the state in which the project is located and Employers Liability of \$1,000,000 bodily injury by accident; \$1,000,000 bodily injury by disease policy limit; and \$1,000,000 bodily injury by disease each employee.

**Professional Liability and Pollution Liability:** \$1,000,000 per claim / \$2,000,000 aggregate. Professional claims made/contractors pollution occurrence/site pollution claims made.

**Excess Liability:** \$15,000,000 per occurrence / \$15,000,000 aggregate; excess over General Liability, Pollution Liability, Professional Liability, Auto Liability and Employers Liability.

Pollution deductible \$15,000

Professional deductible \$25,000

General Liability deductible None

All insurance policies required to be carried by Hillmann shall; a) be provided at the sole cost and expense of Hillmann; b) be written on an occurrence, not a claims-made basis, with the exception of Professional Liability; c) be written by companies duly licensed to transact the prescribed coverages in each jurisdiction in which the work or any portion thereof is to be performed; d) be primary and non-contributory; e) cover Hillmann for both ongoing operations and completed operations; f) waive subrogation rights and; g) provide that the prescribed coverages may not be reduced, cancelled, or non-renewed without at least 30 days' prior written notice to the Owner, except in the case of a cancellation for non-payment of premium, in which case 10 days' prior written notice shall be sufficient.

Deviations from these contract provisions or our standard insurance may incur additional costs to the Client.

**5. DUTIES AND RESPONSIBILITIES NOT UNDERTAKEN:** The Parties agree that Hillmann shall not have the authority to perform and shall not perform the following duties or tasks:

- (A) Direct the employees of construction manager, owner or contractors or any entity other than Hillmann, concerning the means and methods of their work, safety issues or any other matters.
- (B) Enforce job site safety plan or plans. Hillmann will not be responsible for the health and safety practices performed by others on the Site.
- (C) Exert control over the work site.
- (D) Resolve disputes between contractors or direct their work.
- (E) Stop or direct the work being performed by parties other than Hillmann at the project site.
- (F) Enter into contracts on behalf of owner.
- (G) Prepare accident reports or investigate accidents occurring on site unless involving Hillmann employees.

**6. AGENCY/REGULATORY FILINGS/COSTS:** Unless otherwise stated in the scope of work, any costs, charges or assessments imposed by any federal, state, local or municipal agency in connection with the filing or review of any reports or documents or charges assessed based upon the transportation, removal and/or disposal of any hazardous materials shall be paid by the Client and not by Hillmann.

If client receives written notice from a municipal or regulatory agency or entity stating that a report or communication has not been received or is late or defective in any manner, client shall forward a copy of the notice to Hillmann at



1600 Route 22 East, Union, N.J. 07083, within 2 days of receipt. Should client fail to provide a copy of the notice to Hillmann as required herein, Hillmann shall not be responsible for any fine, penalty or cost assessed against client, and client shall indemnify, defend and hold Hillmann harmless from and against any fines, penalties or costs associated with the deficiency identified in the notice.

**7. RELIANCE:** No individual or entity other than Client shall be permitted to rely upon any data, interpretation, opinions, reports or other information or documentation produced by Hillmann under this agreement. Unless a party or entity obtains Hillmann's expressed written consent for reliance, any such reliance shall be at such party's or entity's sole risk. Hillmann may, in its sole discretion, withhold its consent to such reliance and/or Hillmann may condition consent for reliance upon payment of a fee or other conditions, but in any event, any individual or entity seeking the right to rely must agree to be bound by the provisions of this agreement relating to the limitation of Hillmann's liability hereunder.

Client assumes responsibility for business decisions that it makes utilizing information in the report provided by Hillmann. Hillmann shall not be responsible for any conclusions, interpretations and/or decisions of Client.

**8. LIMITATION OF LIABILITY:** No warranty, expressed or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where visual observations, measurements, borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available. Hillmann will be responsible for such data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified professional is essential to verify that designs are appropriate for actual site conditions.

Should Hillmann or any of our professional employees be found or alleged to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty or made any misrepresentation, or breached this agreement in any way, the Client agrees for itself and its successors and assigns that the maximum aggregate amount of Hillmann's liability to all parties and/or that of said professional employees, including, without limitation, any indemnity obligation or attorney's fees to enforce this, or any provision of this agreement, shall be limited to one million dollars (\$1,000,000). Notwithstanding the number of claimants or the number of claims or basis or theories of liability, Hillmann's liability under this Agreement is capped at one million dollars (\$1,000,000).

Neither party shall be liable to the other for any special, indirect or consequential damages, where caused or alleged to be caused by negligence, professional negligence, strict liability, statutory violation, breach of contract or warranty under this Agreement.

**9. UNDERGROUND STRUCTURES/CONDITIONS:** If subsurface explorations are performed, Hillmann will contact the appropriate government or private agency that informs applicable subsurface utilities. Client will provide Hillmann with all plans and other information in Client's possession or control concerning the Site's underground structures, and the Client will provide a representative that is familiar with the Site that will work with Hillmann to verify that all underground utilities are marked and to aid in locating the proper place(s) for drilling or excavation. If the Scope of Work includes services that are to be performed on property not owned by Client, including any adjacent or nonadjacent third-party property owners, Hillmann will request utility locations and other plans from the third-party property owner or other person(s) designated by the Client. The Client agrees to indemnify, defend and hold harmless Hillmann against any claim of damage or loss associated with the repair or restoration of any improvements that are incorrectly marked, not located on plans, or not identified in the information provided by the Client to Hillmann.

**10. HAZARDOUS MATERIALS, WASTES AND CONTAMINATED MEDIA:** Hillmann assumes no responsibility or liability for the existence of any hazardous or toxic waste, material, chemical, compound, substance or any other type of environmental hazard or pollution existing at the premises or for the release thereof, unless caused by the negligence of Hillmann. Client agrees to indemnify, defend and hold Hillmann harmless from and against any liability based upon the presence or release of hazardous materials pursuant to the Indemnification provision below.

Client agrees that title to all hazardous materials originating at or removed from Client's premises will remain in and with Client and that Client will not challenge said title by any means, including actions in state or federal court or any other forum. Hillmann shall not be considered an owner or generator of any hazardous materials at the site.

Client further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, material or substances, Hillmann is not, and has no authority to act as a generator, arranger, transporter or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at or around Client's premises.

Unless otherwise indicated in the Scope of Work, costs associated with the testing, storage, transportation and/or disposal of any samples and associated media which could be considered hazardous under state or federal law or regulation have not been included in cost estimates provided to the Client. The Client, at the Client's expense, shall make arrangements for transport, treatment, storage and disposal. Client will indemnify, defend, and hold Hillmann harmless from any loss or damage resulting from any claim that arises, in whole or in part, as a result of the handling, storage, transportation, or disposal of any contaminated media by Hillmann while performing under this Agreement.

**11. PERMITS:** Unless otherwise specified by the Scope of Work, Hillmann does not obtain permits on behalf of the Client but will assist the Client in obtaining permits at Client's sole cost and expense.

**12. REGULATORY COMPLIANCE:** Based upon the Scope of Work, Hillmann may present opinions with respect to the environmental conditions of the Site. The parties acknowledge and agree that the actual determination of compliance with federal or state regulations, for both the present operator and the former operators, can only be made by the appropriate regulatory agencies. Client acknowledges and agrees that it, or the owner, operator, occupant, or other responsible party under the local, state, or federal laws (hereinafter "Responsible Party"), may incur additional costs in order to be in compliance based on any regulatory agencies determination of compliance or interpretation of regulations, and that Client or the Responsible Party will be responsible for such additional costs. These costs may include, but are not limited to, annual compliance fees charged by a regulatory agency. Nothing in the Agreement shall be deemed to establish that the Client is a Responsible Party; such a designation is established by statute, regulations, or the governing regulatory agency.

In states where Hillmann employees may act as a licensed professional interpreting existing state regulations and guidelines as prescribed by the applicable state, Client acknowledges that Hillmann's licensed professionals may be bound by state law to meet regulatory requirements. Client further acknowledges that Hillmann's duty to comply with state law may in some instances conflict with the Client's interests; in which case, Hillmann will seek to comply with the law.

Hillmann's licensed professional opinions are not a guarantee of acceptance by the state regulatory agency. Each state may conduct audits of environmental decisions, which include deed restrictions as an institutional control to limit access to known contamination at a property. Client acknowledges that any costs that arise from Hillmann's actions to comply with the governing regulatory agency's requests during such an audit, including Hillmann's fees for time and materials used in preparing responses, unless the Scope of Work specifically states otherwise, shall be paid by Client. Client acknowledges and agrees that it will be responsible to reimburse Hillmann for any such costs, and that the Client will be solely responsible to seek any and all reimbursements from third parties at its own expense.

**13. CHEMICAL CONDITIONS:** If included in the Scope of Work, chemical analyses may be performed for certain parameters during this assessment. Client acknowledges that additional chemical constituents not searched for during the study may also be present in soil or groundwater at the Site. Chemical conditions reported by Hillmann reflect conditions only at the locations tested, at the time of testing, and within the limitations of the methods used and the Scope of Work. Such conditions can vary rapidly from area to area and from time to time; in particular, groundwater and vapor intrusion evaluations are subject to seasonal variations. The Client acknowledges and agrees that it will be responsible for the cost of Hillmann returning to the site and any subsequent testing or re-testing to satisfy regulatory requirements, unless expressly provided for in the Scope of Work.

**14. ASBESTOS INVESTIGATIONS OF ROOFING MATERIALS:** If the Scope of Work calls for an inspection of roofing materials for asbestos containing material, the following shall apply. In order to conduct an asbestos survey of roofing materials, core samples of the roofing material will be taken. The owner shall be responsible to provide and pay a certified roofing contractor to repair any penetrations in the roofing system made during the survey. Hillmann will not be responsible for any damage to the roofing systems and will not make repairs to damage caused during the sampling process.

**15. INDEMNIFICATION OBLIGATIONS:**

(A) **HAZARDOUS MATERIALS:** To the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses allegedly caused by the testing, storage, transportation and/or disposal, presence of, exposure to or release of hazardous material or contaminated media.

- (1) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (2) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims and the costs of enforcing the terms of this section.

(B) **NEW YORK STATE LABOR LAW - STATUTORY VIOLATION:** The parties agree that Hillmann is a consultant without authority or responsibility to direct or control the work. Hillmann's role at the site and the nature and level of its presence at the site require that Hillmann not be subject to liability in the absence of its actual negligence. Where a claim or potential claim for personal injuries or wrongful death is based upon an alleged violation of the New York State Labor Law, sections 200, 240 or 241(6) or any statute that imposes liability without proof of negligence, to the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses resulting from, arising out of or occasioned by the alleged New York State Labor Law violation as aforesaid, whether or not there is also a claim of active negligence on Hillmann's part.

- (1) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (2) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims and the costs of enforcing the terms of this section.

(C) **UNDERGROUND STRUCTURES/CONDITIONS:** If, in the absence of negligence on Hillmann's part, property damage, personal injury or wrongful death occurs as a result of an incident involving a subsurface risk, to the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses allegedly caused by the subsurface incident.

- (1) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (2) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims and the costs of enforcing the terms of this section.

(D) **NEGLIGENCE OF HILLMANN:** To the fullest extent permitted by law, HILLMANN shall indemnify, defend and hold harmless Client, its officers, directors, employees, consultants and subcontractors from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses allegedly caused by the negligence of Hillmann.

- (1) Such obligation to defend shall begin upon notice by Client to Hillmann of a claim, action, or proceeding.

- (2) Such obligation to defend shall include, without limitation, payment of Client's reasonable costs incurred for labor and other expenses in responding to such claim or claims.
- (3) The parties agree that the duty to defend any indemnified party hereunder for alleged professional negligence shall be limited to the amounts paid under Hillmann's General Liability policy of insurance, if any.

**(E) NEGLIGENCE OF CLIENT:** To the fullest extent permitted by law, Client shall indemnify, defend and hold Hillmann, its officers, directors, employees, consultants and subcontractors harmless from and against all liabilities, obligations, claims, potential claims, alleged claims, demands, suits, losses, damages, judgments, penalties, fines, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and other defense expenses allegedly caused by the negligence of Client.

- (1) Such obligation to defend shall begin upon notice by Hillmann to Client of a claim, action, or proceeding.
- (2) Such obligation to defend shall include, without limitation, payment of Hillmann's reasonable costs incurred for labor and other expenses in responding to such claim or claims and the costs of enforcing the terms of this section.

Should any of the indemnity obligations of any party to this agreement be unenforceable in any jurisdiction regarding the duty to defend or the duty to indemnify, or both, it is the intent of the parties that the obligations be enforced to the extent permitted in the jurisdiction.

The indemnity obligations contained in this Paragraph 15 shall survive the termination of this Agreement.

**16. OWNERSHIP OF DOCUMENTS:** Any written materials and test results prepared for Client by Hillmann ("Deliverables") shall be the property of Client. Hillmann is hereby granted a lifetime unlimited license to utilize the Deliverables in accordance with the terms of this agreement. Hillmann shall maintain the Deliverables as Confidential Information and shall not disclose the Deliverables to any third party without Client's written consent. Notwithstanding the foregoing, Client shall not have the right to extend or expand the right to rely upon the facts, opinions, data or reports of Hillmann to third parties without the prior written consent of Hillmann, which consent may be conditioned upon additional payments to Hillmann.

Notwithstanding anything to the contrary in this Agreement, Hillmann retains the right to use its knowledge and experience, including processes, ideas, concepts, and techniques that it developed prior to, or independently from, this Agreement in providing services to other Clients.

All reports, drawings, boring logs, plans, specifications, field data, field notes, calculations, estimates and other documents prepared, including electronic media, as instruments of service, shall remain the property of Hillmann.

**17. LITIGATION SERVICES:** If Client requires Hillmann's services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, Hillmann will provide such services in accordance with Hillmann's Standard Fee Schedule.

**18. NO PROMOTION:** If specifically requested, Hillmann agrees that it and its employees, agents and personnel will not, without prior written consent of Client in each instance, unless Client specifies in writing otherwise: (a) use in advertising, publicity or otherwise, the name of Client, or any affiliate of Client, or any partner or employee of Client or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Client or its affiliates; or (b) represent, directly or indirectly, that any product or any service provided by Hillmann has been approved or endorsed by Client.

**19. COOPERATION:** Hillmann and Client agree to cooperate fully with each other and to provide any assistance necessary in connection with any investigation of illegal or fraudulent activities, security breaches or similar situations which may involve Hillmann, Client or their employees.

**20. RESOLUTION OF DISPUTES:** All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be resolved through litigation. If a litigation arises from matters related to the services

provided under this agreement, then the parties waive trial by jury and agree that any litigation shall be the subject of a bench trial by a single judge.

**21. NOTICES:** Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or overnight delivery by a nationally recognized delivery service or sent certified mail, return receipt requested to the party receiving such communication at the address specified as follows:

If to Hillmann:

1600 Route 22 East  
Union, New Jersey, 07083  
Attn: Geralanne Maglione  
Telephone: 908-688-7800  
Facsimile: 908-686-2636

If to Client: \_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

With email copy to: [Scalabrese@hillmannconsulting.com](mailto:Scalabrese@hillmannconsulting.com)

**22. TERMINATION:** This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Hillmann shall be paid for the services performed through the termination notice date plus reasonable termination expenses. Hillmann may terminate this agreement immediately in the event of non-payment.

**23. SUCCESSORS:** This Agreement is binding on the successors and assigns of Client and Hillmann. The Agreement may not be assigned in whole or in part to any third parties by either Party without the prior written consent of the other Party.

**24. ENTIRE AGREEMENT:** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and Hillmann. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and shall make specific reference to this Agreement and must be signed by Client and Hillmann.

**25. WAIVERS AND SEVERABILITY:** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. However, Client and Hillmann will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**26. GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the state where the work is performed without giving effect to the principles of conflicts of law.

**27. INTERPRETATION:** No provision of this Agreement shall be construed by any arbitrator, court, or other judicial or quasi-judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provision.

**28. AUTHORITY:** The person executing this Agreement on behalf of each party represents and warrants that such party has duly authorized this Agreement. (END OF AGREEMENT)



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HAZARDOUS DISCHARGE SITE REMEDIATION FUND  
- PART I**

LSRP  Subsurface Evaluator (for UHOT cases only)

Program Interest Name: 540 Mitchell Street PI #: G000013641

Date Stamp  
(For Department use only)

**SECTION A. REQUESTED FUNDING TYPE AND AMOUNT**

PLEASE CHECK HERE IF THIS IS A SUPPLEMENTAL REQUEST

**Public Entity**

- Brownfield Development Area Grant .....\$ \_\_\_\_\_
- PA/SI/RI Grant .....\$ 39,693.50
- 75% Recreation and Conservation Grant.....\$ \_\_\_\_\_
- 75% Renewable Energy Grant.....\$ \_\_\_\_\_
- 50% Affordable Housing Grant.....\$ \_\_\_\_\_
- 25% Matching Grant Remedial Action Unrestricted Use.....\$ \_\_\_\_\_
- Loan.....\$ \_\_\_\_\_

**Private Entity**

- 25% Matching Grant Remedial Action Unrestricted Use.....\$ \_\_\_\_\_
- Loan.....\$ \_\_\_\_\_

**Non-Profit**

- PA/SI/RI Grant.....\$ \_\_\_\_\_

**SECTION B. APPLICANT INFORMATION**

Name: City of Orange Township

Address: 29 North Day Street

City: Orange State: NJ

County: Essex Zip Code: 07050

Phone Number: (973) 266-4051 Ext: \_\_\_\_\_ Fax: (973) 266-7847

Email Address: mmayes@ci.orange.nj.us

Individual: Social Security Number: \_\_\_\_\_

Businesses: Tax ID Number: \_\_\_\_\_ SIC: \_\_\_\_\_ NIAC: \_\_\_\_\_

**SECTION C. CONTACT INFORMATION**

Check here if contact information is the same as Section B above (proceed to Section D)

Contact Person: Marty Mayes Title: Director, Planning and Econ. Development

Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SECTION D. SITE OWNERSHIP INFORMATION**

Check here if site ownership information is the same as Section B above (proceed to Section E)

Name of Site Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SECTION E. SITE INFORMATION (location where remediation will be conducted)**

Name of Site (as identified on NJDEP's Known Contaminated Site List): 540 Mitchell Street

PI (Program Interest) Number: G000013641 Acreage: 0.2865

Other Site Names (A.K.A.): Mastro Craft Woodworking

Address: 540 Mitchell Street

Municipality: City of Orange Township State: NJ

County: Essex Zip Code: 07014

Municipal Block(s) and Lot(s): Block 4005, Lot 2

**SECTION F. VIOLATIONS, PENALTIES & FEES**

Any applicant that is not in compliance with all applicable DEP regulation must submit a written description and explanation for noncompliance including a list of all violations and outstanding fees and penalties to be provided below. Applicant's must specify whether the violations, fees or penalties are currently being contested in a manner prescribed by law and whether the violations, fees and penalties resulted from a lack of financial resources to perform required remediation.

**SECTION G. OTHER FUNDING SOURCES**

Indicate all other sources of financial assistance sought for the remediation of the site.

Check here if no other funding sought

- |   |   |
|---|---|
| <input type="checkbox"/> Insurance Coverage                                   | <input type="checkbox"/> NJRA Brownfield Redevelopment Initiative |
| <input type="checkbox"/> UST Fund   | <input type="checkbox"/> Green Acres                              |
| <input type="checkbox"/> 75% Brownfield Reimbursement                         | <input type="checkbox"/> NJ Environmental Infrastructure Trust    |
| <input type="checkbox"/> Entity(s) responsible for conducting the remediation | <input type="checkbox"/> Other: _____                             |

**SECTION H. WORK PROPOSAL**

Attach Work Proposal to application.

Name of Firm Preparing the Work Proposal: Hillmann Consulting, LLC

Preparer Name: Chris Hirschmann, CHMM

Phone: (908) 688-7800 Email Address: chirschmann@hillmannconsulting.com

**SECTION I. COST ESTIMATE**

Attach Detailed Cost Estimate to application.

**SECTION J. FINANCIAL INFORMATION (Private Entities)**

Homeowners must submit Federal tax returns for the last three years. Businesses and private matching grant applicants must attach business, as well as personal, financial statements for the last three years. Provide financial information with application.



**SECTION K. LICENSED SITE REMEDIATION PROFESSIONAL INFORMATION AND STATEMENT**

LSRP ID Number: 573517 Novelli  
First Name: Joseph Last Name: Novelli (609) 242-4222  
Phone Numbers: (609) 551-8600 Street Ext.: Fax: (609) 242-4222  
Mailing Address: 20 Gladstone Street NJ 08731  
Municipality: Forked River Novelli@nj-pe-lsrp.com State: NJ Zip Code: 08731  
Email Address: Joseph.Novelli@nj-pe-lsrp.com

This statement shall be signed by the LSRP who is submitting this notification in accordance with N.J.S.A. 58:10C-14, and N.J.S.A. 58:10B-1.3b(1) and (2).

- (1) I certify, as a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C-1 et seq. to conduct business in New Jersey, that for the remediation described in this submission, and all attachments included in this submission, I personally: Managed, supervised, or performed the remediation conducted at this site that is described in this submission, and all attachments included in this submission; and/or periodically reviewed and evaluated the work performed by other persons that forms the basis for the information in this submission; and/or completed the work of another site remediation professional, licensed or not, after having: (1) reviewed all available documentation on which I relied; (2) conducted a site visit and observed the then-current conditions and verified the status of as much of the work as was reasonably observable; and (3) concluded, in the exercise of my independent professional judgment, that there was sufficient information upon which to complete any additional phase of remediation and prepare workplans and reports related thereto.
- (2) I certify:
- That I have read this submission and all attachments to this submission;
  - That in performing the professional services as the licensed site remediation professional for the entire site or each area of concern, I adhered to the professional conduct standards and requirements governing licensed site remediation professionals provided in N.J.S.A. 58:10C-16;
  - That the remediation conducted at the entire site or each area of concern, that is described in this submission and all attachments to this submission, was conducted pursuant to and in compliance with the remediation requirements in N.J.S.A. 58:10C-14.c;
  - That the remediation described in this submission, and all attachments to this submission, was conducted pursuant to and in compliance with the regulations of the Site Remediation Professional Licensing Board at N.J.A.C. 7:26; and
  - That the information contained in this submission and all attachments to this submission is true, accurate, and complete.
- (3) I certify, when this submission includes a response action outcome, that the entire site or each area of concern has been remediated in compliance with all applicable statutes, rules, and regulations and is protective of public health and safety and the environment.
- (4) I certify that no other person is authorized or able to use any password, encryption method, or electronic signature that the Board or the Department have provided to me.
- (5) I certify that I understand and acknowledge that:
- If I knowingly make a false statement, representation, or certification in any document or information I submit to the Department I may be subject to civil and administrative enforcement pursuant to N.J.S.A. 58:10C-17.a.1(a) through (f) by the Board, including but not limited to license suspension, revocation, or denial of renewal; and
  - If I purposely, knowingly, or recklessly make a false statement, representation, or certification in any application, form, record, document or other information submitted to the Department or required to be maintained pursuant to the Site Remediation Reform Act, I shall be guilty, upon conviction, of a crime of the third degree and shall, notwithstanding the provisions of subsection b. of N.J.S.2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$75,000 per day of violation, or by imprisonment, or both.
- (6) I certify that I have read this certification prior to signing, certifying, and making this submission.

LSRP Signature: Joseph Novelli Date: 3/18/2020  
LSRP Name: Joseph P. Novelli  
Company Name: Joseph P. Novelli P.E., LSRP, LLC

**SECTION K. SUBSURFACE EVALUATOR INFORMATION AND STATEMENT**

*I certify under penalty of law that the work was performed under my oversight and I have reviewed the report and all attached documents, and the submitted information is true, accurate and complete in accordance with the requirements of N.J.A.C. 7:14B and N.J.A.C. 7:26E. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information including fines and/or imprisonment.*

Name: _____	UST Cert. No.: _____
Firm: _____	Firm's UST Cert. Number: _____
Firm Address: _____	
City/Town: _____	State: _____ Zip Code: _____
Phone Number: _____	Ext: _____ Fax: _____
Signature: _____	Date: _____

Completed forms should be sent to:

Bureau of Case Assignment & Initial Notice  
Site Remediation Program  
NJ Department of Environmental Protection  
401-05H  
PO Box 420  
Trenton, NJ 08625-0420



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – GENERAL CERTIFICATION – PART II**

THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

*I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.*

\_\_\_\_\_  
Signature

**Marty Mayes/Director, Planning and Economic Development**  
Name/Title

**City of Orange Township**  
\_\_\_\_\_  
Company

**Sworn to and Subscribed Before Me**  
On this date of

\_\_\_\_\_  
Notary



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – SUBROGATION OF RIGHTS – PART III**

**THIS CERTIFICATION IS REQUIRED TO BE COMPLETED BY ALL APPLICANTS**

This certification shall be signed as follows:

- for a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

*I hereby subrogate to the New Jersey Department of Environmental Protection all rights to recover remediation costs from an insurance carrier, discharger, or person in any way responsible for a hazardous substance discharge pursuant to subsection c. of section 8 of P.L. 1976, c. 141 (C.58:10-23.11g) and who does not have a defense to liability pursuant to subsection d. of that section, upon the failure of the recipient to repay the financial assistance to the State.*

*I further certify that I have not relinquished, impaired, or waived, and do not intend to relinquish, impair, or waive, any right by the State to recover the costs of the remediation against an insurance carrier, discharger, or person in any way responsible for a hazardous substance pursuant to subsection c. of section 8 of P.L. 1976, c. 141 (C.58:10-23.11g).*

\_\_\_\_\_  
Signature

**Marty Mayes, Director, Planning and Economic Development**

\_\_\_\_\_  
Name/Title

**City of Orange Township**

\_\_\_\_\_  
Company

**Sworn to and Subscribed Before Me**

On this date of

\_\_\_\_\_

\_\_\_\_\_  
Notary



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – 25% MATCHING GRANT REMEDIAL ACTION  
CERTIFICATION – PART IV**

**THIS CERTIFICATION IS REQUIRED FOR ALL PUBLIC AND PRIVATE ENTITY APPLICANTS APPLYING FOR A 25% MATCHING RA GRANT**

**This certification shall be signed as follows:**

- For a corporation, by a principal executive officer, at least the level of vice president;
- for a partnership, by a general partner;
- for a sole proprietorship, by the proprietor;
- for a public entity, the contact person (business administrator, manager, mayor, etc.);
- for other than above (i.e. homeowner/individual), the person with legal responsibility for the site.

*I hereby certify that*

- A) *The requestor has a net worth of not more than \$2,000,000 at the time the relevant costs are incurred; and*
- B) *The requestor will implement an unrestricted use remedial action.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Company

**Sworn to and Subscribed Before Me**

On this date of

\_\_\_\_\_

\_\_\_\_\_  
Notary



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HDSRF APPLICATION – MUNICIPAL QUESTIONNAIRE – PART V**

**THIS INFORMATION IS REQUIRED FOR ALL PUBLIC ENTITIES APPLICANTS**

In order to expedite the processing of grant or loan application for public entities at the NJEDA, complete this Preliminary Questionnaire and return it to the NJDEP as part of the HDSRF application. NJDEP will forward this information to the NJEDA once your application has been approved. If you have any questions about available financial assistance, call the NJEDA at (609) 341-2723.

1. Applicant: City of Orange Township

Project Name: 540 Mitchell Street

2. Indicate the estimated project start date.

Start Date: 06/01/2020

3. List the current owner of the project site: City of Orange Township

4. If you are not the owner, do you hold a tax sales certificate for the property? .....  Yes  No

When was the tax sale certificate obtained? Date: \_\_\_\_\_

**PROVIDE A COPY OF PROPERTY OWNERSHIP, SUCH AS TAX SALE CERTIFICATE, FORECLOSURE PAPERS, ETC. WITH THIS APPLICATION.**

If the municipality does not currently own the property or hold a tax sale certificate, has the municipality passed a resolution indicating an intent to acquire the property? .....  Yes  No

When was the resolution passed? Date: \_\_\_\_\_

5. Describe any pending or threatened litigation related to the project site.

None

6. Describe any other pending issues that could delay grant/loan closing.

None

7. If the financial assistance for which you are applying will not cover the full cost of your project, such as the removal of underground storage tanks, identify other funding sources:

- Issuance of Bonds \$ \_\_\_\_\_
- Capital Budget Expenditure \$ \_\_\_\_\_
- Other, please describe:

**LOAN APPLICANTS, ANSWER QUESTIONS 8 THROUGH 11:**

8. Indicate the length of term, up to ten years, you desire for this loan. (Note that this term must be coterminous with all additional project financing.) \_\_\_\_\_ Years

9. Indicate if your municipality will need Local Finance Board Approval to participate in this program (i.e. are you within your legal debt limit?).....  Yes  No  
If "Yes," please state reason below.

10. If you currently hold a tax sale certificate or have acquired the site through foreclosure, do you intend to sell the remediated property and return it to your tax rolls within the next two years?.....  Yes  No

11. If you answered yes to question 10, indicate whether you would like a moratorium on principal and interest payments up to a maximum of two years. ....  Yes  No  
If "Yes," I request a payment moratorium of \_\_\_\_\_ years

12. Provide additional comments in the space below.

*Certification: By their signature below, the undersigned, a duly authorized representative of the above unit of local government, hereby certifies on behalf of the local government that the information contained herein is true, complete and correct in all respects as of the date hereof.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): Marty Mayes,

Title: Director, Planning and Economic Development



**New Jersey Department of Environmental Protection  
Site Remediation and Waste Management Program**

**HDSRF APPLICATION CHECKLIST – PART VI**

This following checklist has been provided to assist you in preparing a HDSRF application for each specific grant and/or loan offered by the program. Please review the checklist for the applicable grant and/or loan to verify all required documentation has been included as part of the application package.

**PUBLIC ENTITIES**

**Brownfield Development Area (BDA) Grant**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and itemized cost estimate
- Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- One original and one copy of the HDSRF application packet

**PA/SI/RI Grant**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and itemized cost estimate
- Proof of ownership interest (tax sale certificate, deed, or resolution to acquire property by voluntary conveyance)
- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/ suspected discharge
- Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- One original and one copy of the HDSRF application packet

**75% Recreation and Conservation Grant**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and itemized cost estimate
- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- Documentation indicating the property is to be preserved for recreation/conservation by conveyance of a development easement, conservation easement, or other restriction/easement permanently restricting development
- Comprehensive plan for the development or redevelopment of the subject property
- One original and one copy of the HDSRF application packet

**75% Renewable Energy Grant**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and itemized cost estimate



**75% Renewable Energy Grant (continued)**

- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- Documentation indicating the property is to be redeveloped for a project that will generate renewable energy.
- Comprehensive plan for the development or redevelopment of the subject property
- One original and one copy of the HDSRF application packet

**50% Affordable Housing**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and Itemized cost estimate
- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- Copy of the deed for the property indicating the inclusion of the appropriate restrictions for Affordable Housing
- Comprehensive plan for the development or redevelopment of the subject property
- One original and one copy of the HDSRF application packet

**25% RA Matching Grants Remedial Action Unrestricted Use**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- 25% Matching Grant RA Certification (Part IV)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- Resolution that public entity authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- One original and one copy of the HDSRF application packet

**Loans**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Municipal Questionnaire (Part V)
- Detailed remediation Work Proposal and itemized cost estimate
- Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- One original and one copy of the HDSRF application packet

**PRIVATE ENTITIES**

**25% Matching Grants Remedial Action Unrestricted Use**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- HDSRF 25% Matching Grant RA Certification (Part IV)
- Business and personal financial statements for the last three years
- Detailed remediation Work Proposal with detailed description of remedial action and itemized cost estimate
- One original and one copy of the HDSRF application packet

**Loans**

- HDSRF Application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Proof of ownership of the subject property (copy of the Deed)
- Three previous years of federal tax returns
- Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- One original and one copy of the HDSRF application packet

**NON-PROFIT ORGANIZATIONS**

**PA/SI/RI Grant**

- HDSRF application form (Part I)
- HDSRF General Certification (Part II)
- HDSRF Subrogation of Rights (Part III)
- Proof of ownership interest of the subject property (Deed or resolution to acquire property by voluntary conveyance)
- Documentation indicating status as a 501(c)3 non-profit organization
- Detailed remediation Work Proposal with detailed description of remediation and itemized cost estimate
- Resolution that the non-profit organization is authorized to apply to HDSRF for the remediation of a discharge/suspected discharge
- Comprehensive redevelopment plan or resolution (indicating a commitment exists to develop within three years following completion of the remediation)
- One original and one copy of the HDSRF application packet



---

**HDSRF Grant Amendment  
Remedial Investigation  
Scope of Work**

**540 Mitchell Street  
City of Orange Township  
Essex County, New Jersey**

**NJDEP PI #G000013641**

**February 26, 2020**

**1.0 INTRODUCTION**

The following scope of work has been prepared by the City of Orange Township as an amendment to the request for a Brownfield Development Area (BDA) grant from the Hazardous Discharge Site Remediation Fund (HDSRF) for the property located at 540 Mitchell Street (Block 4005, Lot 2), Orange, New Jersey. The purpose of the HDSRF grant amendment is to conduct additional Remedial Investigation (RI) for one Area of Concern (AOC) determined to be contaminated during the Site Investigation (SI) remedial phase previously conducted as documented in a Site Investigation Report (SIR), dated July 31, 2017 and a Remedial Investigation Report (RIR), dated January 20, 2020.

The property is part of the Orange/West Orange/Central Valley BDA. The property is developed with a dilapidated and vacant industrial building and encompasses approximately 0.29 acres in area. The site is located in a mixed industrial, commercial, and residential area of Orange with other BDA properties located adjacent to and in the vicinity of the subject property.

The overall goal of the project is to complete the RI and a Remedial Action (RA) in accordance with current regulations and technical guidance. This scope of work and attached cost estimate is being submitted to the New Jersey Department of Environmental Protection (NJDEP) for its approval to request funding from the HDSRF to conduct an RI for ground water contamination at the site. The site is identified by the NJDEP as PI No. G000013641. Incident number 17-07-20-1042-43 was established due to the finding of ground water contaminated with dieldrin at a concentration that exceeds the Class II-A Ground Water Quality Standards (GWQS). Other identifiers are known to exist for the site as related to the former industrial operations, which were associated with ECRA #89855 (All State Plumbing Supply), ECRA #87508 (MastroCraft Woodworking), ECRA #87509 (Willes Manufacturing Co.) and EPA #NJR00003225 (Joe Berardi Furniture Refinishing).

---

**Your Property. Our Priority.**

1600 Route 22 East, Suite #107, Union, NJ 07083  
Telephone (908) 688-7800 Fax: (908) 686-2636 Toll free: (800) 232-4326  
[www.HillmannConsulting.com](http://www.HillmannConsulting.com)



**HILLMANN**  
CONSULTING

---

The scope of work for this project includes the completion of an RI of ground water and an updated Receptor Evaluation to comply with the current regulations and technical guidance. The RIR to be prepared following the completion of the work shall comply with the Technical Requirements for Site Remediation (TRSR), the Site Remediation Reform Act (SRRA), the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), and applicable technical guidance.

---

**Your Property. Our Priority.**

1600 Route 22 East, Suite #107, Union, NJ 07083

Telephone (908) 688-7800 Fax: (908) 686-2636 Toll free: (800) 232-4326

[www.HillmannConsulting.com](http://www.HillmannConsulting.com)



---

## 2.0 BACKGROUND AND TECHNICAL APPROACH

Hillmann Consulting, LLC proposes to conduct RI activities in an attempt to satisfy the current RI regulations (N.J.A.C. 7:26E-4.1 through 4.9) by application of the various NJDEP technical guidance documents. In addition, the required NJDEP forms and worksheets shall also be completed and certified by a Licensed Site Remediation Professional (LSRP) and the Person Responsible for Conducting the Remediation (PRCR). The history or background of the investigation of AOC-19: Ground Water, as documented in the afore-mentioned SIR and RIR, is as follows:

The analytical results found that MW-1, which is located adjacent to and immediately east of the northeastern part of the building and near Mitchell Street, was found to have concentrations of dieldrin that exceed the GWQS. In June 2017, the well was sampled and dieldrin was found at a concentration of 0.755 micrograms per liter (ug/L), exceeding the GWQS of 0.03 ug/L. The investigation was found to have failed representativeness criteria, however, as discussed in the SIR, and additional sampling was proposed. In July 2019, the sediment in the well was removed by vacuum extraction and in August 2019 the well was re-sampled using the Low Flow Purging and Sampling (LFPS) technique. The results of the investigation found dieldrin at concentrations of 0.501 ug/L in the "A" sample, collected from the first 5 feet of submerged well screen, and 0.445 ug/L in the "B" sample, collected from the second 5 feet of submerged well screen.

Dieldrin was also detected above the GWQS in monitoring well MW-2, located to the northwest of MW-1. Dieldrin was detected below the GWQS or was not detected in the other wells (MW-3 through MW-7 and MW-11).

The technical approach to complete the RI of dieldrin in ground water includes completion of the monitoring well network recommended in Section 4.1 of the NJDEP's "Ground Water Technical Guidance":

- o Installation of a lateral sentinel well to approximately 20 feet bgs to the northwest of MW-2, to complete the horizontal delineation of dieldrin at the MW-2 location.
- o Installation of a vertical sentinel well to approximately 55 feet bgs adjacent to MW-1, to vertically delineate the dieldrin at the MW-1 location. It is believed that a bedrock well will be required.
- o Sample the monitoring well network with analysis for dieldrin. If all perimeter wells and the bedrock well find the concentration of dieldrin below the GWQC, then the RI for dieldrin in ground water will be complete.



Receptors

An updated receptor evaluation is required to be completed in association with the filing of an RIR, as specified at N.J.A.C. 7:26E-1.12(e).

## **2.2 REMEDIAL INVESTIGATION TASKS**

The following tasks shall be conducted in an attempt to complete the RI of dieldrin in ground water:

### Project Management and Field Activities

Preparation of updated Quality Assurance Project Plan ("QAPP") in accordance with N.J.A.C. 7:26E-2.2 and applicable technical guidance

Project Management including issuing Request for Proposals from drilling contractors and surveyors

Contracting with lowest cost qualified respondents

Prepare and issue Off-Site Access Agreement pursuant to N.J.A.C. 7:26C Subchapter 8

Monitoring Well Permitting in accordance with N.J.A.C. 7:9D

Utility Markout in accordance with the New Jersey Underground Facilities Protection Act

Monitoring Well Installation in accordance with Appendices 6.1 and 6.2 of the NJDEP Field Sampling Procedures Manual (FSPM)

Field Oversight and Instrumentation, including preparation of soil boring logs in accordance with FSPM Sections 6.2.3 and 7.2 and N.J.A.C. 7:26E-1.6(b)7i

Sidewalk Opening Permits per municipal requirements

Police Department presence and No Parking Signage per municipal requirements

Surveying of the new monitoring wells pursuant to N.J.A.C. 7:26E-1.6(b)7iii

Low Flow Purging and Sampling (LFPS) of the monitoring well network in accordance with Section 6.9 of the FSPM

Disposal of Drill Cuttings and Development Water

### Receptors

An updated receptor evaluation is required to be completed in association with the RI. It is not expected that sampling of indoor air, potable wells, or ecological receptors will be required.

### Project Management

Project management tasks required to complete the scope of services include meetings, coordination with contractors/subcontractors, respond to requests for information, and other tasks.

### Reporting

1. Preparation of a RIR in accordance with N.J.A.C. 7:26E-4.9, including the establishment of a Classification Exception Area/Well Restriction Area.
2. Preparation of an Authorization to File a Remedial Phase Report Online form, an Updated Receptor Evaluation and an updated Case Inventory Document to be filed with the RIR with the NJDEP under the LSRP program.

### **3.0 COSTS**

The costs to conduct the additional work described in the previous section are as follows:

Remedial Investigation	\$36,085
Project Management	\$3,608.50
<b>Total Costs</b>	<b>\$39,693.50</b>

Details on the costs are provided on Table 1. The costs are based on our current assessment of the site conditions. The cost for the NJDEP application fee has not been included.

Assumptions, in addition to those listed above, are provided below.

- Site access to the subject site will be provided by the City of Orange Township. Township permits or access agreements will not be required.
- All proposed work areas will be accessible (i.e. no obstructions, including parked cars) for the site inspection and drilling activities.
- All field work will be completed in Level D or Level D modified personal protection.
- All boring/well locations will be accessible by a truck-mounted or track-mounted drill rig.

### **4.0 SCHEDULE**

It is anticipated that the scope of work described above can be completed in accordance with the following schedule:

- Completion of the RI field activities – ten (10) weeks after receiving written authorization from the Township to proceed.
- Submission of the RIR and related forms – ten (10) weeks after completion of the field activities, provided that the NJDEP requirements for an RI have been met.



Cost Estimate for Ground Water RI  
 540 Mitchell Street, Orange, NJ

Total	Unit	Quantity	Description
<b>Remedial Investigation</b>			
\$ 750.00	125	6	Quality Assurance Project Plan Update
\$ -	75	0	Health and Safety Plan Preparation
\$ 250.00	250	1	Off-Site Access Request
\$ 700.00	350	2	Well Permitting
\$ 10,000.00	10000	1	Drilling of one overburden and one bedrock well
\$ 3,750.00	125	30	Field oversight - Senior PM
\$ 2,400.00	80	30	Field oversight - Staff Scientist
\$ 225.00	75	3	PID
\$ 2,400.00	800	3	Police oversight
\$ 700.00	350	2	Permits
\$ 900.00	45	20	55-gallon drums
\$ 4,000.00	200	20	Drum disposal
\$ 1,200.00	600	2	Certified ground water sampling technician labor
\$ 1,300.00	650	2	Certified ground water sampling technician equipment
\$ 935.00	85	11	Lab testing dieldrin
\$ 1,500.00	1500	1	Surveying
\$ 500.00	500	1	Ground water sampling data management
\$ 3,000.00	3000	1	RIR preparation
\$ 1,200.00	1200	1	Receptor Evaluation update
\$ 375.00	125	3	Update Case Inventory Document, online filing and certification of RIR
\$ 36,085.00			<b>SUBTOTAL</b>
\$ 3,608.50			<b>Project Management</b>
\$ 39,693.50			<b>TOTAL</b>

CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 CURRENT 2022

		SALARY AND WAGES	OTHER EXPENSES
NJDOT VARIOUS STREETS GRANT	OE		782,700.00
EC DIV. OF CULT. & HIST. AFFAIRS - LOCAL HISTORY PROGRAM	OE		625.00
STATE OF NJ BODY ARMOR GRANT	OE		1,953.00
NJ DEPT. OF LAW & PUBLIC SAFETY BODY WORN CAMERA GRANT	OE		315,890.00
NJDOT 2022 TRANSIT VILLAGE IMPROVEMENTS	OE		100,000.00
FY21 EMPG & EMAA GRANT	OE		10,000.00
NJDEPT HAZARDOUS DISCHARGE SITE REMEDIATION FUND	OE		39,694.00
NJ DEPT. OF LAW & PUBLIC SAFETY JAG PROGRAM	OE		16,500.00
<b>TOTAL</b>		<b>8,932,250.00</b>	<b>7,299,262.00</b>

CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 WATER/SEWER 2022

		SALARY AND WAGES	OTHER EXPENSES
WATER OPERATING	S&W	100,000.00	
WATER OPERATING	OE		2,225,000.00
<b>TOTAL</b>		<b>100,000.00</b>	<b>2,225,000.00</b>

CITY OF ORANGE TOWNSHIP  
 EMERGENCY TEMPORARY APPROPRIATIONS #5  
 OPEN SPACE 2022

		SALARY AND WAGES	OTHER EXPENSES
MAINTENANCE OF LANDS FOR RECREATION AND CONSERVATION	S&W	40,000.00	
MAINTENANCE OF LANDS FOR RECREATION AND CONSERVATION	OE		125,000.00
<b>TOTAL</b>		<b>40,000.00</b>	<b>125,000.00</b>

Adopted: **March 15, 2022**

\_\_\_\_\_  
 Joyce L. Lanier  
 City Clerk

\_\_\_\_\_  
 Kerry J. Coley  
 Council President

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>HILLMANN CONSULTING LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                     <input type="checkbox"/> C Corporation                     <input type="checkbox"/> S Corporation                     <input type="checkbox"/> Partnership                     <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b>  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1600 ROUTE 22 EAST</b></p> <p><b>6</b> City, state, and ZIP code <b>UNION, NJ, 07083</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	7	-	1	5	9	2	6	8	4

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Michael Derajimbenko</i>	Date ▶ 01/03/2024
------------------	--	-------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



09/01/10

Taxpayer Identification# 271-592-684/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

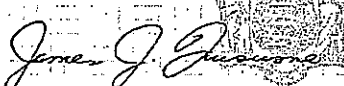
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

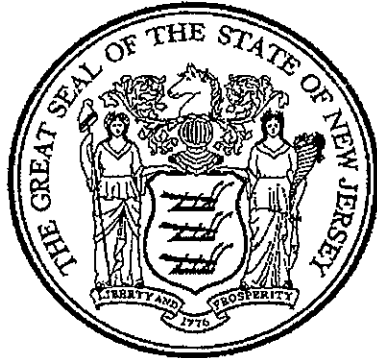
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 292 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>HILLMANN CONSULTING, LLC</b>	TRADE NAME:	
ADDRESS: <b>1600 ROUTE 22 EAST UNION NJ 07083-1597</b>	SEQUENCE NUMBER: <b>1584145</b>	
EFFECTIVE DATE: <b>08/23/10</b>	ISSUANCE DATE: <b>09/01/10</b>	
	 Director New Jersey Division of Revenue	

FORM-BRC  
09-081-1005-2010

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
FILING CERTIFICATION (CERTIFIED COPY)

HILLMANN CONSULTING, LLC  
600353473

*I, the Treasurer of the State of New Jersey,  
do hereby certify, that the above named business  
did file and record in this department the below  
listed document(s) and that the foregoing is a  
true copy of the  
Certificate of Formation  
as the same is taken from and compared with the  
original(s) filed in this office on the date set  
forth on each instrument and now remaining on file  
and of record in my office.*



Certificate Number: 121018533

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
14th day of July, 2011*

A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff', written over a faint circular outline.

Andrew P Sidamon-Eristoff  
State Treasurer