

**Town of West New York
Hudson County, NJ
Notice for R.F.P.
(Request for Proposal)**

Request for Proposals will be received by the **Town Clerk** of the Town of West New York, in the County of Hudson, New Jersey, at the **Town Clerk's Office** in the Municipal Building, 428-60th Street, West New York, N.J. on **Wednesday, October 13, 2010** at **10:00 a.m.** for the following, in accordance with the Request for Proposals now on file in the office of the Town Clerk, Municipal Building, 428-60th Street, West New York, N.J., where same may be obtained during office hours from 9:00 a.m. to 4:00 p.m.:

Environmental Engineering/LSRP Services

All RFPs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word **“Request for Proposals”** followed immediately below those words in letters not less than one half inch high: **“Request for Proposals for “Environmental Engineering/LSRP Services” for the Town of West New York”** and underneath that **“To be received on Wednesday, October 13, 2010 at 10:00 a.m.” Proposals will not be accepted by facsimile transmission or e-mail.**

Requests for Proposals are available in the Office of the Town Clerk, 428 – 60th Street, West New York, NJ (telephone no. 201-295-5090; fax no. 201-861-2576). Proposals shall be submitted on the forms provided and shall be in accordance with the specifications contained in the Request for Proposals.

The Town intends to award any contract for these services pursuant to N.J.S.A. 40A:11-5.

If RFPs are to be accepted by mail or courier, the RFPs must be placed in an outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. Responders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and all other requirements set forth in the Request for Proposal.

Respondents must submit an original and three (3) copies of their Proposal to the designated contact person or designee:

Carmela Riccio, Town Clerk
West New York Municipal Building
428 – 60th Street (Room 2)

West New York, NJ 07093

The Town of West New York reserves the right to reject any or all Proposals, to waive any informalities or to accept a Proposal which, in its judgment, best serves the interest of the Town.

Dated: September 29, 2010

By Order of the Municipal Administrator of the Town of West New York

Carmela Riccio, RMC
Town Clerk

TOWN OF WEST NEW YORK

REQUEST FOR PROPOSALS

Environmental Engineering/LSRP Services

Qualification Period – October 20, 2010- October 19, 2011

SUBMISSION DEADLINE

10:00A.M. October 13, 2010

**ADDRESS ALL PROPOSALS TO
DESIGNATED CONTACT PERSON:**

**Mrs. Carmela Riccie,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, New Jersey 07093**

**All proposals must indicate on the outside envelope:
RFP: ENVIRONMENTAL ENGINEERING/LSRP SERVICES**

GENERAL INFORMATION & SUMMARY

ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Town of West New York
Municipal Building
428 60th Street
West New York, NJ 07093

CONTACT PERSON

Ms. Carmela Riccio,
West New York Town Clerk
Municipal Building
428 60th Street
West New York, New Jersey 07093

PURPOSE OF REQUEST

The Town of West New York (Town) is requesting Qualification Statement-Proposals from qualified individuals to provide the services of Environmental Engineering/LSRP Services. Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). One or more individuals/firms may be selected to provide all or part of the requested services, or no one may be selected. If a Respondent is selected, the governing body will approve a resolution awarding a contract to the Respondent based on a rate of compensation to be set by the Governing Body not to exceed an amount specified in the resolution without further action by the Governing Body.

PERIOD OF QUALIFICATION

October 20, 2010 through October 19, 2011.

CONTRACT FORM

If selected to provide services, the successful Respondent shall be required to execute a form contract, which may include indemnification, insurance, termination and licensing provisions.

It must also be agreed and understood that the acceptance by the respondent of the final payment shall be considered a release in full of all claims against the Town of West New York arising out of, or by reason of, the work done and materials furnished under a Contract.

A form of Contract is appended hereto. All respondents consent to an award based on the terms contained therein and any proposal submitted. If a respondent has an exception to the form of contract appended hereto, such exception should be stated in their Proposal.

CONTRACT PERIOD

A contract for Environmental Engineering/LSRP Services may be issued at any time during the Qualification Period for a period not to exceed a year, or as otherwise set out herein, or permitted by law. (for example, a contract may be issued in December 2008, for a term January 2011 through January 2012).

GLOSSARY

The following definitions shall apply to and are used in this Request for Proposals (RFP):

"Qualification Statement-Proposal" - refers to the complete responses to this RFP submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement-Proposal.

"Town" – refers to the Town of West New York

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1. Introduction and Purpose.

The Town is soliciting Qualification Statement-Proposals from interested persons and/or firms for the provision of Environmental Engineering/LSRP Services as more particularly described herein. Through a RFP process described herein, persons and/or firms interested in assisting the Town of West New York with the provision of such services must prepare and submit a Qualification Statement-Proposal in accordance with the procedure and schedule in this RFP. The Town will review Qualification Statement-Proposals only from those persons and/or firms that submit a Qualification Statement-Proposal which includes all information required to be included as described herein (in the sole judgment of the Town).

The Town intends to qualify person(s) and/or firm(s) that:

- a. possess the professional, financial and administrative capabilities to provide the proposed services; and
- b. will agree to work under the compensation terms and conditions determined by the Town to provide the greatest benefit to the taxpayers of West New York.

1.2. Procurement Process and Schedule.

The selection of Qualified Respondents is not subject to the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.*, as the services sought are “professional services” and/or “extraordinary unspecifiable services” as defined therein. The selection is subject to the “New Jersey Local Unit Pay-to-Play” Law, N.J.S.A. 19:44A-20.5 *et seq.* The Town has structured a fair and open procurement process in accordance with N.J.S.A. 19:44A-20.5 *et seq.** that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement-Proposal in response to the RFP. Qualification Statement-Proposals will be evaluated in accordance with the criteria set forth in Section 5 of this RFP, which will be applied in the same manner to each Qualification Statement-Proposal received.

Qualification Statement-Proposals will be reviewed and evaluated by the Town and its legal and/or financial advisors (collectively, the “Review Team”). The Qualification Statement-Proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial areas described in this RFP. Under no circumstances will a member of the Review Team review responses to a RFP for which they or their firm has submitted a response. Based upon the totality of the information contained in the Qualification Statement-Proposal, including information about the reputation and experience of each Respondent, the Town will determine which Respondents are qualified (professionally, administratively and financially) to provide the services. Each Respondent that meets (in the sole judgment of the Town) the requirements of this RFP will be designated as a Qualified Respondent and will be given the opportunity to participate in the selection process determined by the Town.

The RFP process commences with the issuance of this RFP. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Town reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon posting of such notice on the Town’s web-site, www.westnewyorknj.org.

All communications concerning this RFP or the RFP process shall be directed to the Town’s **Designated Contact Person**, in writing.

Qualification Statement-Proposals must be submitted to, and be received by the Town Clerk, via mail or hand delivery, by **10:00a.m. prevailing time on October 13, 2010** . Qualification Statement-Proposals shall be opened in public in the Town Clerk’s Office located at 428 60th Street, Town of West New York, New Jersey.

All RFPs shall be submitted in sealed envelopes addressed to the Town Clerk of West New York, the envelope shall have marked conspicuously on its face on the top right-hand side in letters not less than one inch the word “**Request for Proposals**” followed immediately below those words in letters not less than one half inch high: “**Request for Qualification for (insert whichever title you are submitting a response)**” and underneath that “**To be received on the October 13, 2010 at 10:00a.m.**” **Qualification Statement-Proposals will not be accepted by facsimile transmission or e-mail.**

If RFP responses are to be accepted by mail or courier, the RFP responses must be placed in an

outer envelope, which on the top right-hand side shall clearly designate in the same manner as set forth above, the same size and information. The inner envelope shall have specifically placed in the center the same information as set forth above and on the bottom left-hand side the name and address of the Respondent.

The burden is upon the Respondent to comply specifically with the directions in this “Notice for Request for Proposals”. The Respondents are put on notice that because of precautions resulting from terrorist’s threats, packages may be opened if directed to the wrong office of the Town.

Any RFP response not delivered in the manner shall be declared void unless the deviation is deemed to be a minor technical violation.

Subsequent to issuance of this RFP, the Town (through the issuance of addenda though postings on the Town’s website, www.westnewyorknj.org) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the Town.

* Qualified Respondents are advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 20005 c. 271 by March 30. It is the Qualified Respondent’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

**TABLE 1
ANTICIPATED PROCUREMENT SCHEDULE**

ACTIVITY	DATE
1. Issuance of Request for Proposals	May 27, 2010
2. Receipt of Qualification Statement-Proposals	October 13, 2010
3. Completion of Evaluation of Qualification Statement-Proposals	October 20, 2010
4. Designation of Qualified Respondents	October 20, 2010

1.3 Conditions Applicable to RFP.

Upon submission of a Qualification Statement-Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement-Proposal:

1. This document is an RFP and constitutes a Request for Proposals (RFP).
2. This RFP does commit the Town to follow any other procurement or process for obtaining services.
3. All costs incurred by the Respondent in connection with responding to this RFP shall be borne solely by the Respondent.
4. The Town reserves the right (in its sole judgment) to reject for any reason any and all

responses and components thereof and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement.

5. The Town reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFP, or a Qualification Statement-Proposal that is not responsive to the requirements of this RFP.
6. The Town reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
7. All Qualification Statement-Proposals shall become the property of the Town and will not be returned.
8. All Qualification Statement-Proposals will be made available to the public at the appropriate time, as determined by the Town (in the exercise of its sole discretion) in accordance with law.
9. The Town may request Respondents to send representatives to the Town for interviews.
10. Any and all Qualification Statement-Proposals not received by the Town by 10:00a.m. prevailing time on October 13, 2010 will be rejected.
11. Neither the Town nor its officers, officials or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement-Proposal, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement-Proposal or for participating in this procurement process.

1.4. Rights of Town.

The Town reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement-Proposal received complies or fails to comply with the terms of this RFP.
2. To supplement, amend or otherwise modify the RFP (through the issuance of addenda through postings on the Town's website, www.westnewyorknj.org).
3. To waive any technical non-conformance with the terms of this RFP.
4. To change or alter the schedule for any events called for in this RFP.
5. To conduct investigations of any or all of the Respondents, as the Town deems necessary or convenient, to clarify the information provided as part of the Qualification Statement-Proposal and to request additional information to support the information included in any Qualification Statement-Proposal.
6. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the Town may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
7. A response to this RFP is not considered to be a binding "bid". This RFP does not guarantee

that a contract for Services - PROFESSIONAL Auditing Services will be issued, or any set amount of compensation or limit on compensation if such a contract is issued. The Town of West New York disclaims any obligation to issue a contract pursuant to any compensation request contained in any Qualification Statement-Proposal, even if a contract is issued in response to such Qualification Statement-Proposal.

8. The Town shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

1.5 Addenda or Amendments to RFP.

During the period provided for the preparation of responses to the RFP, the Town may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the Town and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Qualification Statement-Proposal submission date.

1.6 Cost of Qualification Statement-Proposal Preparation.

Each Qualification Statement-Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Town, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement-Proposal or other information required by the RFP.

1.7 Qualification Statement-Proposal Format.

Qualification Statement-Proposals must cover all information requested in this RFP. Qualification Statement-Proposals which in the judgment of the Town fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

It is the intent of the Town to solicit Qualification Statements from Respondents that have expertise in the provision of services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform these services.

The Town of West New York is seeking a provider of Environmental Engineering/LSRP Services. It is the intent of the Town to solicit sealed Qualification Statements/Proposals from Respondents that have expertise in the provision of Environmental Engineering/LSRP Services to perform said services for the Town, as provided by law and herein.

It is the intent of the Town to undertake remediation of the Town of West New York Public Works Garage, 6201-6215 Broadway, NJDEP Case# 07-09-04-0818-21, SRP PI#90256, Closure #N07-5521, under the terms of the Site Remediation Reform Act N.J.S.A. 58:10C-1 et seq. (“the SRRA”). The Town currently leases the garage.

The Town of West New York is seeking the retention of a qualified licensed site remediation professional (“LSRP”) as that term is defined in the SRRA, for environmental engineering consulting work and to undertake and coordinate required and appropriate remedial activity related to any required remediation work related to the Town of West New York Public Works Garage, 6201-6215 Broadway, NJDEP Case# 07-09-04-0818-21, as may now or in the future be required by the Town, pursuant to the terms of the SRRA.

Such expert shall be retained until such time as a response action outcome of “protective of public health safety and the environment”, “no further action” or equivalent, is achieved, or until such time as such a contract may be terminated by the Town at its discretion, or otherwise. Such retention shall be subject to available appropriations.

Such professional shall be qualified to perform any and all work that may be required by the Town in such respect, and be called upon to provide all other professional advice and services within their competence, as the Town may otherwise require, including but not limited to assistance any response to any administrative or enforcement action (e.g. Notice of Deficiency, Notice of Violation, Administrative Order, Civil Administrative Penalty, etc.).

A copy of the Underground Storage Tank Closure Report related to the Town of West New York Public Works Garage, is appended hereto.

No proposals/statement of qualifications are requested from any Respondent who reserves any exception to the above. Respondents must be qualified to perform all work that may be accomplished by an LSRP under the SRRA in regards to the above referenced remediation.

Submittal of a response to this Request shall be taken as an agreement to accept a contract on the terms set out herein. If any exceptions are to be made to the form of contract appended hereto, they should be included in the Proposal response.

The Environmental Engineer may also be called upon to provide other types of Environmental Engineering/LSRP Services of a specialized nature within the scope of his/her expertise and professional qualifications to the Town and/or its departments, agencies, or instrumentalities.

The Environmental Engineer may be called upon to attend meetings, including meetings of the governing body.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements.

The Qualification Statement-Proposal submitted by the Respondent must meet or exceed the professional, administrative and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement-Proposal. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements.

The Respondent shall, as part of its Qualification Statement-Proposal, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement-Proposal.
2. An executed Letter of Qualification.
3. Name, address and telephone number of the Respondent submitting a Qualification Statement-Proposal pursuant to this RFP, and the name of the key contact person.
4. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
 - a. Provide the names and business addresses of all Principals of the Respondent submitting the Qualification Statement-Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm.
 - b. If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Qualification Statement-Proposal. Describe the approval process.
 - c. If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.
 - d. A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.
5. The number of years Respondent has been in business under the present name.

6. The number of years Respondent has been under the current management.
7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice or breach of contract. If yes, please explain.
8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
9. Confirm appropriate federal and state licenses to perform activities.
10. Describe those portions of the Respondent's services, if any, that the Respondent presently anticipates subcontracting out to a subcontractor if awarded a contract for Professional Planning Services. (A subcontractor means any business organization that is not a contractor that **knowingly** provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract issued by a contracting agency where the cost of the subcontractors work exceeds 15% of the contracting unit's bid threshold. Please note that **if** you identify any subcontractors in your Qualification Statement-Proposal you must provide a copy of a Business Registration Certificate for such subcontractor; we are **not** asking you to identify subcontractors at this time) (See Item H. attached hereto).
11. An executed letter of intent.

3.3 Professional Information Requirements.

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
 - a. Description and scope of work by Respondent.
 - b. Name, address and contact information of reference to the RFP.
 - c. Explanation of perceived relevance of the experience to the RFP.
2. Brief description of Respondent's relevant clients, including a listing of all municipal government or other public entity clients, during the last three (3) years.
3. Resumes of key employees, and an indication of which employees would be directly working with the Town, including an identification of the person who will be designated to be the lead engineer under any contract awarded for Environmental Engineering/LSRP Services. (An employee possessing appropriate LSRP credentials must be assigned to the project).
4. A narrative statement of the Respondent's understanding of the Town's needs and goals.
5. List all immediate relatives of Principal(s) of Respondent who are Town employees or elected officials of the Town. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.
6. Limits of Malpractice/liability insurance coverage and name of insurance carrier.
7. A listing of all other engagements where services of the type proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government, including the Town of West New York. Contact information for the recipients

of the similar services must be provided. The Town may obtain references from any of the parties listed.

8. Demonstration of ability with appropriate personnel or other arrangements to perform the required tasks in a timely fashion, including the attendance at meetings, as necessary.
9. A listing of all professional organization memberships.
10. Demonstration of ability to properly perform Environmental Engineering/LSRP Services.
11. Respondents must list all cases where they have been adverse to the Town or in which they sued the Town or in which they represented a client that sued the Town in cases filed within the last five calendar years.
12. A listing of all employment positions with the Town, its Boards, Agencies and subordinate entities, including both salaried positions and/or professional service or other contracts of Respondent, stating the period of time and position held.

3.4 Cost Proposal

1. Respondent **must** include a detailed cost and services proposal for the provision of Environmental Engineering/LSRP Services, including a proposed annual not-to-exceed amount. Any proposed exceptions to the proposed form of contract should also be included as part of the proposal.

(Please note that selection will not be based upon the proposal having the lowest price, but rather, the Proposal that is most advantageous to the Town, in its sole judgment, price and other factors considered. Any cost proposal submitted shall not be considered to be a binding “bid”.

This RFP does not guarantee that: (1) a contract for Environmental Engineering/LSRP Services will be issued; (2) any set amount of compensation or limit on compensation if such a contract is issued.

The Town of West New York disclaims any obligation to issue a contract pursuant to any compensation request contained in any Proposal, even if a contract is issued in response to such Proposal. The Town expressly reserves the right to negotiate any contract price or term, if a contract is to be issued pursuant to this RFP, after the receipt of any RFPs.)

SECTION 4

INSTRUCTIONS TO RESPONDENTS

4.1. Submission of Qualification Statement-Proposals.

Respondents must submit an original and three (3) copies of their Qualification Statement-Proposal to the Designated Contact Person.

Qualification Statement-Proposals must be received by the Town no later than 10:00a.m. prevailing time on October 13, 2010 , and must be mailed or hand-delivered. Qualification Statement-Proposals forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statement-Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statement-Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

SECTION 5

EVALUATION

The Town's objective in soliciting Qualification Statement-Proposals is to enable the Town to select a Respondent that will provide high quality and cost effective services to the citizens of the Town of West New York. The Town will consider Qualification Statement-Proposals only from Respondents that, in the Town's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the Town in the manner described in this RFP.

Qualification Statement-Proposals will be evaluated by the Town and Qualified Respondents will be selected based on the evaluation factors set forth below:

1. Experience and reputation in the field;
2. Knowledge of the Town and the subject matter of the pertinent contract;
3. Availability to accommodate the required meetings of the Town ;
4. Experience in the areas of law described in Section 2 of this RFP;
5. Pertinent government experience; and
6. Other factors demonstrated to be in the best interests of the Town .

Each Qualification Statement-Proposal must satisfy the objectives and requirements detailed in this RFP. The Town will select the most advantageous Qualification Statement-Proposals based on all of the evaluation factors set forth in this RFP.

Each Qualification Statement-Proposal must satisfy the objectives and requirements detailed in this RFP. Successful respondents shall be determined by an evaluation of the total content of the Qualification Statement-Proposal submitted. The Town reserves the right to:

1. Not select any of the Qualification Statement-Proposals;
2. Award a contract for the requested services at any time within the qualification period;
- 3 Award one or more contracts to qualified respondents for all or any part or parts of the services, (in any manner provided for under the Local Public Contracts Law, N.J.S.A. 40A: 11-1 *et seq.* or other law) such that more than one respondent may be engaged for the entire scope of work, multiple respondents may be engaged for various portions of the needed work, and any respondent may be obligated to work with others in connection with the provision of the requested services.

Every Qualification Statement-Proposal should be valid through the entire qualification period.

The Town shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The Town reserves the right to reject any or all Qualification Statement-Proposals, if necessary, or to waive any informalities in the Qualification Statement-Proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Qualification Statement-Proposal should it be deemed in the best interest of the Town to do so.
2. Each Qualification Statement-Proposal must be signed by the person authorized to do so.
3. Qualification Statement-Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed Qualification Statement-Proposals, the Town assumes no responsibility for Qualification Statement-Proposals received after the designated date and time and will return late Qualification Statement-Proposals unopened. Qualification Statement-Proposals will not be accepted by facsimile or e-mail.
4. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Town officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Respondent shall cause or influence, or attempt to cause or influence, any Town officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the respondents or any other person.
6. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the Town Attorney's decision shall be final and conclusive.
7. The Town shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its proposal.

END OF GENERAL INSTRUCTIONS

TOWN OF WEST NEW YORK

VENDOR: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials
A. Letter of Qualification	
B. Letter of Intent	
C. Non-Collusion Affidavit properly notarized	
D. Cost Proposal	
E. Public Disclosure Statement	
F. Mandatory Affirmative Action Language	
G. Americans with Disabilities Act	
H. Affirmative Action Compliance Notice	
I. MWBE Questionnaire (2 copies)	
J. Form AA302 - Employee Information Report (Note: See Affirmative Action Compliance Notice, Item E) or you may additionally include a copy of your Certificate of Employee Information Report)	
K. Copy of Business Registration Certificate of Respondent and of any subcontractor identified in Qualification Statement-Proposal.	
L. Original signature(s) on all required forms.	

APPENDIX A

LETTER OF QUALIFICATION

(To be Typed on Respondent’s Letterhead. NO MODIFICATIONS MAY BE MADE TO THIS LETTER)

Town Clerk Carmela Riccie
Municipal Building
428-60th Street (Room #2)
West New York, New Jersey 07093

Dear Mrs. Riccie:

The undersigned have reviewed our Qualification Statement-Proposal submitted in response to the Request for Proposals (RFP) issued by the Town of West New York (“Town”), dated *(Insert Date)* in connection with the Town’s ’s need for Services – Environmental Engineering/LSRP Services.

We affirm that the contents of our Qualification Statement-Proposal (which Qualification Statement-Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement-Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of *(Insert Name of Respondent)*

Chief Executive Officer

Chief Financial Officer

Dated: _____

Dated: _____

Respondent shall sign and complete the spaces as provided above. If a joint venture, partnership or other formal organization is submitting a Qualification Statement-Proposal, each participant must execute this Letter of Qualification

APPENDIX B

LETTER OF INTENT

STATE OF NEW JERSEY
TOWN OF WEST NEW YORK ss:

I _____ certify that I am the _____

of the firm of _____, the Respondent

submitting Qualifications in response to a Request for same from the Town in regards to Services – Environmental Engineering/LSRP Services. I further certify that:

1. I executed said Proposal with full authority so to do; and
2. All statements contained in the Submission and in this affidavit are accurate, factual and complete, and made with full knowledge that the Town of West New York is relying upon the truth of the statements contained in the Submission and the statements contained in this affidavit in evaluating Respondent’s Qualifications; and
3. Respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project through participation with any other person, firm or party; and
4. Respondent agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Town’s procurement schedule;
5. Respondent acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement-Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom, shall be borne exclusively by the Respondent. In no event shall the Town have any liability to Respondent for any costs incurred by the Respondent for the Qualification Statement-Proposal.
6. Respondent acknowledges and agrees that the Town may modify, amend, suspend and/or terminate the procurement process in its sole judgment.
7. Respondent is aware that any contract executed with respect to the services referred to in the RFP must comply with the applicable affirmative action and similar laws, and agrees to take such actions as may be required to comply with such applicable laws in the event that a contract is formed.

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS _____ DAY OF 20_____

NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.

A. NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

TOWN OF WEST NEW YORK ss:

I certify that I am _____
of the firm of _____

the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the Town of West New York will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.

(Signature of respondent)SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED
AND RETURNED WITH THIS PROPOSAL**

B. PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, Limited or joint venture) shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

**NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED
AND RETURNED WITH THIS PROPOSAL**

C. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

If your firm is awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. The following language, subject to any amendments by law or regulation, will be incorporated into any contract issued for the services advertised:

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the

applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report Employee

Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

D. AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Town of West New York, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)**

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title

(Print): _____

Representative's

Signature: _____

Name of

Company: _____

Tel. No.: _____

Date: _____.

E. AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

.OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

.OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

F. MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

The town of West New York, in accordance with the stated policy of non-discrimination and equal employment opportunity in the Municipal Code, recognizes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____ Minority Owned _____ Minority & Woman Owned
_____ Woman Owned _____ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise: a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDDING CONTRACT		
	CITY	COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment From previous Report (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

H. MANDATORY BUSINESS REGISTRATION LANGUAGE
Non Construction Contracts

All contractors and subcontractors must provide a Business Registration Certificate when seeking to do business with the State of New Jersey, and other public agencies in this state. Failure to submit proof of registration requires mandatory rejection of a bid as a non-waivable defect. Proof of registration must be received before the contract is issued for non-bid contracts: such as contracts exempt from public bidding that are over the bid threshold, professional services, and extraordinary unspecifiable services, and purchase orders that are under the bid threshold. For non-bid contracts only, if proof has been filed through a previous contract, the contracting agency may waive resubmission.

"New Jersey Business Registration Requirements"

N.J.S.A. 52:32-44(1)(b) No contract shall be entered into by any contracting agency unless the contractor provides a copy of its business registration in accordance with the following schedule:

- (1) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
- (2) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the contracting unit may waive this requirement if a business registration has been previously provided to the contracting agency.

N.J.S.A. 52:32-44(1)(c) A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. The contracting agency shall file all business registrations received by the contracting agency with other procurement documents related to the contract.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

N.J.S.A. 54:49-4.1 A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL
ENGINEERING SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20__ BETWEEN The Town of West New York, 428-60th Street, West New York, NJ 07093, and its agencies and boards, hereinafter referred to as CLIENT or the Town, and _____, hereinafter referred to as ENVIRONMENTAL ENGINEER.

WHEREAS, the Town desires to engage the ENVIRONMENTAL ENGINEER to serve as the LSRP for the purpose of rendering engineering services when the need arises and upon the request of the Mayor and Board of Commissioners; and

WHEREAS, by entering into this Agreement, the Town signifies that the services to be performed by the ENVIRONMENTAL ENGINEER shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et. seq.; and

NOW, THEREFORE, the Town and ENVIRONMENTAL ENGINEER, in consideration of their mutual covenants and promises, agree as follows:

I. EXTENT OF SERVICES

The services to be provided by the Environmental Engineer, under the direction of _____, encompass those normally provided by a Licensed Site Remediation Professional ("LSRP")(as defined by the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.) and specifically include those services required of a LSRP by Statute and Ordinance as well as any other unspecified services required by the Town throughout the term of the Environmental Engineer's appointment. When required herein the Environmental Engineer will receive his directions or work requests from the Town Administrator or the Town Commissioners.

Environmental Engineer shall serve as a general engineering consultant, and provide those services set out in the Scope of Services of the Request for Proposals dated September September 29, 2010 ("Request for Proposals") (on file with the West New York Clerk's Office and incorporated herein as if set forth at length) and those services otherwise set out herein, within Environmental Engineer's professional competence.

Environmental Engineer agrees that it will make adequate staff available to provide the services required hereunder. [NAME OF INDIVIDUAL(S) POSSESSING LSRP CREDENTIALS] shall be primarily responsible for providing the engineering services required to be provided to the Town under this Agreement and notices to the Environmental Engineer required under this contract shall be provided to him.

II. BASIS OF PROPOSAL

In those circumstances not specifically provided for in this agreement or in the case of disagreement between the Town and the Environmental Engineer regarding any terms of this agreement, the applicable recommendations of the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq, and Manual No. 45 of the Consulting Engineering - A Guide for the Engagement of Engineering Services, A.S.C.E. Manual No. 45, 1981 Edition, American Society of Civil Engineers, 345 East 47th Street, New York, New York, shall apply.

III. STATUS OF ENVIRONMENTAL ENGINEER, HIS ASSOCIATED FIRM AND EMPLOYEES

- 1) The Environmental Engineer, when engaged in the performance of engineering duties and services as LSRP related to any duty or responsibility imposed on the Environmental Engineer by any statute, law, regulation or ordinance (including specific services described in Part IV, hereof), shall be acting as an agent of the Town and shall be entitled to all rights, privileges and immunities normally accorded to a LSRP by virtue of the Environmental Engineer's status as an official or agent of the Town, to the extent permitted by law.
- 2) The Town, subject to appropriation of funds, authorizes the Environmental Engineer to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the Town, pursuant to the terms of this agreement, by employees of the Environmental Engineer's associated firm, _____.
- 3) The professional, technical and non-technical staff referred to in subpart 2 hereof, when they are engaged on behalf of the Town, in the performance of engineering duties and services referred to in Part IV hereof, shall be considered as agents of the Town to the extent permitted by law, (recognizing that Environmental Engineer and the employees of his associated firm is (are), in certain circumstances, independent contractors), so long as they act under the direct supervision and control of and in furtherance of the specified duties and responsibilities of the Environmental Engineer outlined in Part IV hereof.
- 4) Nothing in this contract is intended to create an employer/employee relationship between the Town and Environmental Engineer. The services to be performed by the Environmental Engineer under this Agreement constitute professional services under the terms of N.J.S.A. 40A:9-140 and 40A:11-1 et. seq.
- 5) Environmental Engineer, [NAME OF INDIVIDUAL(S) POSSESSING LSRP CREDENTIALS], shall maintain all licenses, certifications, and permissions, required for it to perform the services required of Engineer under this Agreement throughout the term of this Agreement.

IV. ENGINEERING SERVICES TO BE PROVIDED:

1) Areas where the services of the Environmental Engineer may be required by the Town include:

1. As described in the Request for Proposals; and
2. Such other areas where the professional engineering advice is appropriate.

2) Services to be provided by Environmental Engineer related to duties and responsibilities imposed on a LSRP by Government Statute, Law, Regulations or Ordinance, include:

a. Direct Personal Service and Advice

Professional services of the Environmental Engineer, or, in the Environmental Engineer's absence, the services of a qualified licensed associate, rendered on a part time basis, to attend meetings of the Municipal governing body and to provide general engineering advice. Such direct service will not include preparation of any drawings or detailed reports, or the services of any office staff in addition to the Environmental Engineer, or any service specifically scheduled hereinafter in this Agreement.

b. LSRP Responsibilities – The LSRP shall fulfill the duties of an LSRP as appropriate, as required by the Site Remediation Reform Act.

c. Review and Direction Concerning Permits and Certificates

When directed or required, the Environmental Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Environmental Engineer shall provide technical advice to other municipal employees, officials and agents concerning their review of such documents and assist the Town in the preparation of applications to obtain all permits that may be necessary for construction of the proposed improvements.

d. Technical assistance

Environmental Engineer shall provide technical assistance as required, including the review of technical documents, manuals and other materials referred by Town of West New York, and the provision of technical engineering reports.

e. Judicial and Quasi-Judicial Proceedings

When directed by the Town or when subpoenaed in connection with municipal business to attend and testify in judicial or quasi-judicial hearings, the Environmental Engineer shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

f. Inspection Reports and Assistance

When directed or required, engineer shall undertake emergency engineering consulting services.

3) Related to duties and responsibilities other than those included in subpart 2) above:

a. Design Type (Contract) Projects – Basic Services

The Environmental Engineer shall provide basic services on design type projects as listed in detail in A.S.C.E. Manual No. 45 (pp. 15, 16, 17, and 18), or other design type projects requested by the Town, including preliminary conferences with representatives of the Town, preparation of preliminary or design reports when required, preparation of plans, specifications and other contract documents, the establishment of base lines and bench marks on the site of the work, and the furnishing of occasional visits during construction, and other design type projects agreed upon between the Town and the Environmental Engineer.

b. Special (or Additional) Services Required in Connection with Certain Design Type Projects, as requested:

The Environmental Engineer, when requested, will provide additional or special services such as those special services listed in A.S.C.E. Manual No. 45 (pp. 18 and 19) including matters in connection with property acquisition, engineering surveys, full time (resident) observation of projects; preparation of grant applications and environmental assessments provision of services of outside technical consultants; laboratory tests of materials, borings and other soils investigations and detailed layout of construction. Additionally, Environmental Engineer shall

- i. To the extent provided by contract documents for a particular construction or other project, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. Check and approve schedules, shop drawings and other submissions for conformance with concept of the Project and for compliance with the information given by the contract documents; prepare change orders involving deletions or additions to the contract scope of work, and undertake the responsibilities required of the engineer as set out in the contract documents for a particular project.
- ii. Prepare contract observation reports based on daily activity to document the progress of the work. The Environmental Engineer shall not be responsible for continuous or exhaustive inspection of the work or the Contractor's failure to carry out construction work in accordance with the contract documents, but shall notify the Town in writing of any failure of which the Professional Engineer is aware.

The Environmental Engineer shall inform the Town of the progress of the work, endeavor to guard the Town against defects and deficiencies in the Contractor's work, and may condemn work as failing to conform to the contract documents.

- iii. Based on observation, review and make recommendations regarding a Contractor's applications for payment. Certification of application for payment will constitute a representation to the Town that work, in the Professional Engineer's opinion has progressed to the point indicated.
- iv. The Environmental Engineer will conduct contract observation to determine the dates of substantial and final completion and review and process all final documentation for project close out for final payment and release of all retainages.

c. Preparation of Reports and Studies

The Environmental Engineer shall provide services necessary to prepare and provide detailed reports requested by the Town regarding feasibility investigations, economic comparisons, land use, planning and community development proposals, public works projects and functions, planning and financing schedules and preparation of reports and recommendations concerning other matters referred to the Engineer by the Town, including but not limited to, any enforcement action by any governmental body.

d. Environmental assessments or investigations, as needed.

e. Contract administration and observation as requested.

f. Miscellaneous Services

The Environmental Engineer shall provide professional engineering services not otherwise classified herein when such services are requested by the Town.

- g. Coordination with Town Officials – The LSRP shall perform his work in coordination with the requirements of Town Officials, including the Municipal Engineer, as appropriate. If this contract is terminated, the Environmental Engineer shall take all necessary and good faith steps to coordinate a transition of any ongoing tasks and project to any successor, as may be necessary, and requested by the Town.

V. ENVIRONMENTAL ENGINEER'S RESPONSIBILITIES

- 1) To provide, with the usual thoroughness and competence of the environmental engineering profession, engineering services noted and set forth in Part IV above.

No other warranty or representation, either expressed or implied, is included or intended.

- 2) To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.
- 3) To provide, at the request of the Town, such supplementary proposals as may be requested.
- 4) To arrange for the Town to examine all payroll and cost records relating to the services provided.
- 5) To advise the Town of any apparent discrepancies in any plans or documents, any observed errors in construction or of the Environmental Engineer's inability for any reason whatsoever to provide services requested.
- 6) To obtain the services of other contractors or professionals as required and/or ordered by the Town for the compensation provided herein.
- 7) To endeavor, when performing the services set forth in Part IV, to observe as an experienced and qualified professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the requirements of any municipal approval or of contract documents. The Environmental Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Environmental Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by any developers or contractors or the safety precautions and programs incident to the work of contractors. The Environmental Engineer's efforts will be directed toward providing a greater degree of confidence for the Town that completed work of contractors will conform to the contract documents. However, the Environmental Engineer shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, the Environmental Engineer shall keep the Town informed of the progress of the work and shall endeavor to guard the Town against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.
- 8) Insurance: Environmental Engineer shall present separate evidence that it maintains in effect the following policies of insurance during the term of this Agreement:
 - a. Workers' Compensation Insurance in accordance with the provisions of the Workers' Compensation Law of the State of New Jersey, for each employee engaged to work under this Agreement;

- b. Comprehensive General Liability Insurance, with a combined single limit of at least \$2,000,000.00; and
- c. Professional Liability Insurance with a combined single limit of at least \$2,000,000.00.

The above noted policies of insurance shall be maintained with carriers that are acceptable to the Town, and the Town's acceptance shall not be unreasonably withheld.

Environmental Engineer shall provide the Town with its certificate(s) for the above insurances and name the Town as an additional insured. The certificate(s) of insurance shall include a statement that prior to cancellation of a policy, notice of same shall be given to the Town for all policies so affected. All notices shall name and identify this Agreement. Failure to give such notice for any reason shall be a breach of this Agreement which may, at the option of the Town and upon reasonable notice to Environmental Engineer, cause this Agreement to be terminated.

- 9) SSRA: Environmental Engineer shall undertake assignments in compliance with the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq., and its implementing regulations, as necessary and appropriate.

VI. TOWN'S RESPONSIBILITIES

- 1) To provide the Environmental Engineer with full information as to the Town's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Environmental Engineer to the site of the work.
- 2) To designate a person to act as the "Municipal Representative" with respect to the work to be performed, such individual to have full authority to act for the Town in regard to directing and supervising the work of the Environmental Engineer. Unless otherwise designated by action of the Municipal governing body, such person shall be the Town Administrator.
- 3) To provide the Environmental Engineer with forty-eight (48) hours notice when the Town will require the Environmental Engineer to be present at any meeting or to specifically initiate any of the services outlined in this Agreement.
- 4) To request any supplementary proposals required.
- 5) To secure and provide for the Environmental Engineer's use, at the expense of the Town, such property, deed and Tax Map information as may be in the possession of the Town and to secure and provide for the Environmental Engineer's use such title information, concerning parcels of property to be acquired in connection with any

project, a search of the property to be conducted by a person designated and paid by the Town.

- 6) Under no circumstances shall the Town be liable for the payment to the Environmental Engineer of any (i) interest charges; (ii) attorneys fees; or (iii) disbursements for meals or lodging.

VII. PERIOD OF SERVICE

This Agreement shall have an effective commencement date of _____ 20__, and shall terminate the earlier of the achievement of (1) a response action outcome of “no further action”, “protective of public health safety and the environment” or equivalent; (2) termination by the Town; or (3) budget appropriations. Should the Environmental Engineer's services be required beyond that time, the Environmental Engineer's compensation for such work shall be subject to renegotiation, provided however, compensation shall not be lower than the rates provided in the attached Schedule of Fees.

VIII. PAYMENT FOR SERVICES

For the services rendered by the Engineer under this Agreement, the Town shall pay and the Engineer shall receive the following described sums:

[AS PER PROPOSAL]

Additional Expenses:

Environmental Engineer shall provide at no additional cost to the Town supportive services such as office facilities and secretarial help as may be required. Environmental Engineer shall not be reimbursed for out-of-pocket expenses including, but not limited to long distance telephone charges, or telecopier costs associated with the performance of requisite engineering services by Environmental Engineer.

All other expenses specifically related to the work performed under this Agreement shall be reimbursed to the Environmental Engineer at the rates set forth [AS PER PROPOSAL].

Environmental Engineer shall not be reimbursed for the costs of food or lodging.

IX. INDEMNITY AND LITIGATION

Environmental Engineer agrees to indemnify the Town from all claims, liabilities, losses, damages and/or expenses resulting in property damage and/or personal injuries arising out of or resulting from the negligent acts and/or omissions of Environmental Engineer and its agents, servants, employees and/or professional sub-

consultants in performing the professional engineering services as set forth in this Agreement.

In the event the Town becomes involved in any litigation with third parties concerning or relating in any way to Environmental Engineer's services under this Agreement, whether such litigation occurs during or after the term of the Agreement, Environmental Engineer agrees, at no additional fees other than the reimbursement for costs and expenses called for under this Agreement, to make its members and employees available to the Town, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Town.

Any provision in Environmental Engineer's proposal or any proposal provided by Environmental Engineer ("Proposal") during the term of this Agreement which attempts to limit the Town's remedies for claims of the Town or third parties is hereby negated. Any provision in the Proposals which attempts to have the Town indemnify, defend or hold harmless the parties is hereby negated. The Town shall not be bound to confidentiality agreements to the extent that they are contrary to state law. The Town shall not be required to submit to arbitration for any claim, dispute or other matters in question between the parties. The Town also shall not be bound by any provision in the Proposal which increases the amounts or rates payable on account of inflation. There shall be no assignment of the rights or obligations in this agreement by the service provider. There shall be no limitation on the Town's rights of assignment.

X. OWNERSHIP REUSE & RETENTION OF DOCUMENTS

1) Ownership of Documents

All plans, specifications, reports and other documents ordered by the Town and prepared for the Town shall remain the property of the Town for use by the Town in current or future programs, and shall be made available to Town upon Town's request. Unless the Town directs otherwise, the Environmental Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints to the Town. All work and direct charges shall be billed as herein provided.

At the completion of work or in the event of termination, all internal work sheets and internal office communications of the Environmental Engineer, including drawings, sketches, calculations, field notes and memoranda are and shall remain the property of the Environmental Engineer, as instruments of his service. The Town, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all such documents. The Environmental Engineer will provide the Town, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

2) Reuse of Documents

All documents including drawings and specifications prepared by the Environmental Engineer pursuant to this Agreement are instruments of service with respect of the project. They are not intended or represented to be suitable for reuse by Town or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Environmental Engineer for the specific purpose intended will be at Town's sole risk, with no liability or legal exposure to Environmental Engineer; and Town shall indemnify and hold harmless Environmental Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Environmental Engineer to further compensation at rates to be agreed upon by Town and Environmental Engineer.

3) Record Retention

All documents including drawings and specifications prepared by the Environmental Engineer pursuant to this Agreement shall be kept by the Environmental Engineer for a minimum of three (3) years.

XI. NO BENEFITS

The Environmental Engineer is not entitled to participate or receive benefits from any plans afforded by the Town, including but not limited to, health and disability. The Environmental Engineer shall provide all statutorily required benefits, including but not limited to, health, disability and Worker's compensation to its employees.

XII. AFFIRMATIVE ACTION

The Environmental Engineer and the Town hereby incorporate by reference into this Agreement the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Engineer agrees to comply fully with the terms, provisions and conditions of Subsection 3.4 (a) and Section 3.4 (a) shall be applied subject to the terms of Subsection 3.4 (d) of the Regulations.

The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

XIII. AMERICANS WITH DISABILITIES ACT

Environmental Engineer and the Town hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder. The terms of Exhibit D of the Statement of Qualifications submitted by Environmental Engineer, in response to the Request for Qualifications for Professional Engineering Services are incorporated as if set forth at length herein

XIV. CONTRACT NOT ASSIGNABLE

This Contract is a contract for professional services and shall not be assigned.

XV. TOWN'S RIGHTS AS TO FINAL DECISIONS

The parties acknowledge that although the Environmental Engineer is to cooperate with and make recommendations to the Town with respect to engineering matters related to the applications submitted to the Town as herein provided, the final decision as to designs, payments, change orders as per N.J.A.C. 5:30-1.1 et seq., (other than minor field modifications as therein defined), plans, and specifications, retainment of other experts and contractors and other pertinent matters are to be made by the Town. Town's rights are subject to the terms of the SRRA.

XVI. NON-EXCLUSIVITY

The Town reserves the right to hire additional engineering consultants, for any purpose, as it sees fit, during the Period of Service. The Environmental Engineer will work with other engineering consultants in that may be retained by the Town, as requested by the Town.

XVII. POLITICAL CONTRIBUTIONS

As a courtesy, Environmental Engineer is advised that a for-profit business entity that has received \$50,000 or more through government contracts in a calendar year, must file an annual disclosure statement on political contributions with the New Jersey Election Law Commission pursuant to P.L. 2005 c. 271 by March 30. It is the Engineer's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

XVIII. BUSINESS REGISTRATION CERTIFICATE, SUBCONTRACTORS.

Business Registration Certificate: Engineer shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to Environmental Engineer prior to entry into a contract with Environmental Engineer.

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for an Environmental Engineer or another subcontractor in the fulfillment of this Agreement where the aggregate cost of the subcontractors work exceeds 15% of the Town's bid threshold.

Before final payment on the Agreement is made by the Town, Environmental Engineer shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of this Agreement, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section

92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

For the term of the contract, Environmental Engineer and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

XVII. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Town and the Environmental Engineer relating to the subject matter hereof and no representations or agreements made by either party or by any representatives of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition, or modification. If any paragraph or provision of this Agreement is judged to be invalid or unenforceable, then it shall be severed from this Agreement, and the balance of this Agreement shall survive as if such paragraph or section as not contained within this Agreement.

This agreement shall be construed in accordance with the laws of the State of New Jersey, without any consideration being given to any principle or choice of law.

XI LICENSES

Environmental Engineer represents and agrees that its engineers are duly licensed and accredited and possesses the requisite experience to perform all services under this agreement in a manner consistent with that duty and level of due care and skill, respectively, ordinarily exercised by engineers under similar circumstances. Environmental Engineer shall remain otherwise qualified to serve the Town as provided for under the terms of this Agreement.

XIII FINAL PAYMENT:

The acceptance by Environmental Engineer of final payment due under this Agreement shall be considered a release in full of all claims against the Town of West New York arising out of, or by reason of, the work done and materials furnished under this Agreement.

XIV TERMINATION

1. This Agreement shall be in full force and effect until such time as either party gives written

notice to the other of termination. The parties agree that the Town, its successors and/or assigns shall have the right to terminate this Agreement at any time, with or without cause, by giving written notice of termination in accordance with the terms of this Agreement. Should termination occur, Environmental Engineer shall be paid for all services provided up to the date of written notice of termination, subject however, to set-off by the Town. In determining the value of the work performed by Environmental Engineer prior to such termination, such compensation shall be based on hourly billings, calculated at Environmental Engineer's rate(s) for the services to be performed and at the rates set forth herein; Environmental Engineer shall submit detailed vouchers for processing, approval and, if appropriate, payment on the Town prescribed forms. Environmental Engineer may terminate this Agreement upon thirty (30) days written notice to the Town, taking care to properly assign all matters that may be assigned to Environmental Engineer to succeeding Environmental Engineer(s) as designated by the Town.

XVI. AUTHORIZATION OF CONTRACT

This appointment has been authorized by Resolution of the governing body of the Town adopted at the Mayor and Board of Commissioners of the Town of West New York held on _____, 20___. This award was accomplished through a Fair and Open Process, which was ratified by Resolution adopted by the Board of Commissioners.

ATTEST:

TOWN OF WEST NEW YORK

Carmela Riccie, Town Clerk

Silverio Vega, Mayor

WITNESS:

ENVIRONMENTAL ENGINEER:

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

UNDERGROUND STORAGE TANK CLOSURE REPORT

Town of West New York Public Works Garage
6201-6215 Broadway
West New York, Hudson County, New Jersey 07093
FACILITY UST# 90256
NJDEP CASE # 07-09-04-0818-21

PMK COPY

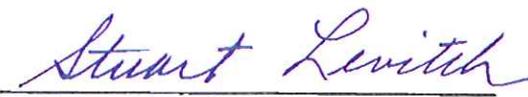


Prepared for:

Mr. Tommaso "Tom" Calautti
Project Coordinator/Engineer
Town of West New York
Department of Public Works
428-60th Street
West New York, Hudson County, New Jersey 07093



Joel Zickler
Staff Scientist



Stuart Levitch, P.E.
Senior Engineer

Project No. TWNY 0701

June 11, 2008

EXECUTIVE SUMMARY

Pennoni Associates, Inc. ("Pennoni") has prepared this Underground Storage Tank ("UST") Closure Report in accordance with the New Jersey Department of Environmental Protection ("NJDEP"), Technical Requirements for Site Remediation (N.J.A.C. 7:26E) as it pertains to the property identified as the Town of West New York Public Works Garage located at 6201-6215 Broadway in West New York, New Jersey, hereafter referred to as the "subject property," or "site". The building on the subject property had formerly been used as a maintenance facility by New Jersey Transit. Fill ports and dispensers on site indicated the presence of underground storage tanks ("USTs"), however the Town of West New York never operated the USTs and was not aware of the number or disposition of the USTs on site.

In January 2007, upon the request of the client, Pennoni conducted a ground penetrating radar ("GPR") survey on the parking lot of the subject property, in order to determine the locations of six (6) underground storage tanks ("USTs") assumed to be located in this area of the subject property. The results of the GPR indicated that six (6) USTs and associated piping were present on the subject property.

Between the dates of August 13, 2007 and August 16, 2007, Pennoni observed T. Slack Environmental Services, Inc. ("Slack") remove a total of five (5) USTs from the subject property, and close one (1) UST in place. Upon exposing each UST, it was apparent that the six (6) regulated USTs had not been properly abandoned in place.

UST-F was filled with concrete and abandoned in place on April 11, 2008.

Upon removal, post excavation soil samples were collected from within the excavated areas of the five (5) USTs (UST-A, UST-B, UST-C, UST-D and UST-E) and from underneath the abandoned-in-place UST-F in accordance with the NJDEP Technical Requirements for Site Remediation. The results of the laboratory analyses indicate that soils underneath former UST-D have been impacted with benzene, ethylbenzene, and xylenes at concentrations exceeding the NJDEP Impact to Groundwater Soil Cleanup Criteria ("IGWSCC"), the Residential Direct Contact Soil Cleanup Criteria ("RDCSCC"), and the Non-Residential Direct Contact Soil Cleanup Criteria ("NRDCSCC"). Soils from underneath the dispenser for former UST-E have been impacted with total xylenes at concentrations exceeding the NJDEP IGWSCC. Soils from underneath former UST F (in the vicinity of sample UST-F3) have been impacted with benzo(a)pyrene at a concentration exceeding the NJDEP RDCSCC and total petroleum hydrocarbons at a concentration exceeding its threshold limit. Groundwater was not encountered in any of the UST excavations during the USTs removal process.

All USTs and residual liquids were properly transported and disposed offsite.

TABLE OF CONTENTS

	<u>Page</u>
EXECUTIVE SUMMARY	i
1.0 INTRODUCTION	1
1.1 Background	1
1.2 Objective	1
2.0 PHYSICAL SETTING	2
2.1 Topography/Regional Drainage	2
2.2 Soils	2
2.3 Regional Geology.....	2
2.4 Hydrogeology	2
2.5 Migratory Pathways	3
3.0 UST CLOSURE	4
3.1 UST Cleaning and Removal Activities	4
3.2 Post Excavation Soil Sampling.....	5
3.3 Laboratory Analytical Results.....	6
4.0 SITE RESTORATION	8
4.1 Disposal of Residual UST Liquids.....	8
4.2 Overburden/Reuse Soils.....	8
4.3 Backfill.....	8
5.0 RELIABILITY OF LABORATORY DATA	9
6.0 CONCLUSIONS AND RECOMMENDATIONS	10

TABLES

Table 1	UST A – Post Excavation Soil Sample Results Total Petroleum Hydrocarbons – August 13, 2007
Table 2	UST A – Post Excavation Soil Sample Results Volatile Organic Compounds – August 13, 2007
Table 3	UST B – Post Excavation Soil Sample Results Volatile Organic Compounds – August 13, 2007
Table 4	UST C – Post Excavation Soil Sample Results Total Petroleum Hydrocarbons – August 15, 2007
Table 5	UST C – Post Excavation Soil Sample Results Volatile Organic Compounds – August 15, 2007
Table 6	UST D – Post Excavation Soil Sample Results Volatile Organic Compounds – August 15, 2007
Table 7	UST E – Post Excavation Soil Sample Results Volatile Organic Compounds – August 13, 2007
Table 8	UST E & D Piping – Post Excavation Soil Sample Results Volatile Organic Compounds – August 13, 2007
Table 9	UST F– Post Excavation Soil Sample Results Total Petroleum Hydrocarbons – August 16, 2007
Table 10	UST F – Post Excavation Soil Sample Results Polycyclic Aromatic Hydrocarbons – August 16, 2007

FIGURES

Figure 1	Site Location Map
Figure 2	UST Location Plan
Figure 3	Soil Samples Location Plan

APPENDICES

Appendix A	NJDEP Closure - Notice of Intent Underground Storage Tank System
Appendix B	Site Photographs
Appendix C	USTs and Residual Liquids Disposal Documentation
Appendix D	Laboratory Analytical Data Deliverable Packages and NJDEP EDD
Appendix E	Clean Fill Certification and Receipts
Appendix F	UST F Closure in Place Documentation

1.0 INTRODUCTION

Pennoni Associates, Inc. ("Pennoni") has prepared this Underground Storage Tank ("UST") Closure Report in accordance with the New Jersey Department of Environmental Protection ("NJDEP"), Technical Requirements for Site Remediation (N.J.A.C. 7:26E) as it pertains to the property identified as Town of West New York Public Works Garage located at 6201-6215 Broadway in West New York, New Jersey, hereafter referred to as the "subject property," or "site".

Pennoni was retained by the Town of West New York to observe and document the closure of six (6) USTs on the subject property and to obtain post-excitation soil samples consistent with N.J.A.C. 7:26E. No remedial excavation or additional site investigation activities was included in this phase of the work.

Figure 1 in Appendix A shows the subject property location on a portion of the Weehawken, New York United States Geologic Survey ("USGS") 7.5-minute topographic quadrangle.

1.1 Background

The subject property covers an area of approximately 70,000 ft² and is improved with a 45,000 ft² one-story structure, located on the eastern side of the subject property, which operates as a township vehicle maintenance facility. The area adjacent to the west side of the maintenance facility functions as an asphalt parking lot and an extension of Dewey Street which connects 63rd Street and 62nd Street (refer to Figure 2).

The building on the subject property had formerly been used as a maintenance facility by New Jersey Transit. Fill ports and dispensers on site indicated the presence of underground storage tanks ("USTs"), however the Town of West New York never operated the USTs and was not aware of the number or disposition of the USTs on site.

In January 2007, upon the request of the client, Pennoni conducted a ground penetrating radar ("GPR") survey on the parking lot of the subject property, in order to determine the locations of six (6) USTs assumed to be present in this area of the subject property. The results of the GPR indicated that six (6) USTs and associated piping were present on the subject property.

1.2 Objective

The objective of this UST Closure Report is to document the closure activities, post excavation sampling activities, and site restoration activities conducted on the subject property as observed by Pennoni between the dates of August 13, 2007 and August 16, 2007.

2.0 PHYSICAL SETTING

2.1 Topography/Regional Drainage

The subject property is located on the *Weehawken NJ-NY 7.5-minute* USGS topographic quadrangle at an approximate elevation of 150 feet above mean sea level. The site is relatively level and surface water drainage in the vicinity of the subject property is expected to drain into municipal storm drains. Regional drainage is expected to drain into the Hudson River, located approximately one mile east of the subject property (see Figure 1, Appendix A).

2.2 Soils

Soils on the subject property are categorized as Urban Land (UR). This land type consists of cut and fill areas, most of which have been developed for residential, commercial, or industrial use or for multilane highways. During development, the original soil horizon was destroyed in at least 70 percent of the area. Areas of both cut and fill are moderately or rapidly permeable. Where the original soil was removed and the substratum exposed, the material remaining is rapidly permeable and extremely low in organic-matter content and fertility.

No evidence of contaminated Historic Fill, as defined by the Technical Requirements for Site Remediation, was observed during investigative activities conducted to date.

2.3 Regional Geology

The subject property is located in the Piedmont Physiographic Province. This section is generally flat with some rolling topography. The main bedrock formation at the subject property is diabase, a fine-grained igneous rock associated with the Palisades Sill. Bedrock was not encountered during excavation activities conducted on site to depths of 15 to 16 feet below ground surface ("bgs").

2.4 Hydrogeology

During Pennoni's UST closure activities conducted between the dates of August 13, 2007 and August 16, 2007, no groundwater was encountered during excavation activities. Groundwater would be expected to be present at depth in the fractures of underlying igneous bedrock. Based on local topography and regional drainage, groundwater is expected to flow to the east-southeast toward the Hudson River. Groundwater would also be expected to be perched upon the bedrock. Perched groundwater flow would likely be influenced by the orientation and direction of the surface of the bedrock.

2.5 Migratory Pathways

Potential migratory pathways for surface water and groundwater entering and exiting the subject property are important in establishing impacts that the subject property may have on surrounding areas or that surrounding areas may have on the subject property. Because the majority of the subject property is developed, surface waters that may flow onto the subject property will most likely flow into on-site drainage structures or into storm sewer inlets along the adjacent streets. All of the catch basins are connected to the municipal sewer system within the existing streets. Due to the existing topography and site conditions, surface water run-off from the subject property is not expected to impact the adjacent properties. No groundwater was encountered in site excavations to depths of 15 to 16 feet bgs.

3.0 UST CLOSURE

Pennoni mobilized to the site on August 13, 2007 to observe UST removal activities. The UST removal and site restoration activities were performed by T. Slack Environmental Services ("T. Slack") of Kenilworth, New Jersey and were completed on August 16, 2007. The following sections detail the removal and closure activities for the six (6) identified USTs. Photographs of the closure activities are included in Appendix B.

UST removal activities, including post excavation sampling were conducted consistent with the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E) and the NJDEP *Field Sampling Procedures Manual* (August 2005).

3.1 UST Cleaning and Removal Activities

On April 16, 2007, prior to conducting UST removal activities, Pennoni submitted the required NJDEP *Closure - Notice of Intent Underground Storage Tank System* form and the project was assigned TMS #N07-5521 and Activity # UCL070001 from the NJDEP. A copy of the *Closure - Notice of Intent Underground Storage Tank System* form is included in Appendix A.

Between the dates of August 13, 2007 and August 16, 2007, Pennoni observed T. Slack remove five (5) USTs from the subject property, and close-in-place one (1) UST. Upon exposing and opening each UST, it was apparent that the six (6) regulated USTs were all improperly abandoned in place since they all contained residual liquid product and sludge material. No documentation of UST abandonment for any of the six (6) USTs was available for review.

Prior to initiating the UST cleaning activities, T. Slack drained the existing pipe lines from the dispensers back to their respective tank.

Each UST was exposed, opened, and any remaining residual liquid materials were removed by vacuum trucks. The USTs were subsequently purged of vapors, cleaned, rendered useless by cutting open and properly disposed of off site as scrap metal. Residual liquids and sludge were properly transported and disposed of off site by T. Slack. A total of approximately 18,780 gallons of residual liquids consisting of diesel fuel, No. 2 and No. 4 heating oil, and gasoline were removed. Refer to Appendix C for the UST disposal and residual liquid disposal documentation.

Once properly cleaned, the USTs were removed from within the excavation (except for UST F along 62nd Street) and examined for evidence of a discharge (i.e., holes, corrosion, pitting, etc.) The inside of UST F was also examined for evidence of holes, corrosion, etc. No holes or major corrosion was observed in any of the USTs. No groundwater was encountered in the UST excavations. The five (5) USTs were removed from the site and recycled at Dependable Iron & Metal Company, Inc. in Rahway, New Jersey or at Metal Management Northeast, Inc. (formerly Naporano) in Newark, New Jersey (refer to Appendix C).

UST-F was closed in-place on Friday, April 11, 2008 due to its close proximity to the existing DPW garage brick wall which extended approximately three (3) feet below grade in the area of UST-F. The removal of UST-F would have impacted the structural integrity of the brick wall and its foundation. Refer to Appendix B for site photographs and Appendix F for closure in place documentation.

During removal activities, excavation sidewalls were inspected and screened with a photoionization detector ("PID") for evidence of impacts (i.e., odors, staining, elevated photoionization detector readings, etc.) associated with the former USTs. Elevated PID readings were recorded along the bottom of the excavations of former USTs A, B, C, D, and E, as well as stained soils and petroleum product odors. No elevated PID readings, stained soils or odors were noted from the soils collected under UST-F. Due to the visual and olfactory impacts, a barrier consisting of polyethylene sheeting was installed in the excavations of former USTs A, B, C, D and E prior to backfilling, in the event that subsequent soil remedial activities might be warranted.

Refer to Figure 2 for the existing locations of the dispensers, piping and former USTs removed from the site. The following table summarizes the capacity, dimensions and contents of the tanks discovered during the closure activities at the site.

UST ID	A	B	C	D	E	F
Capacity (gal)	1,000	6,000	10,000	5,000	5,000	5,000
UST Dimensions	L: 10'8" Dia.: 4'	L: 21' Dia.: 7'	L: 26.5' Dia.: 8'	L: 24' Dia.: 6'	L: 23.5' Dia.: 6'	L: 24' Dia.: 6'
Suspected Contents	Diesel	Gasoline	No. 2 HO	Gasoline	Gasoline	No. 4 HO

L – Length, Dia. – Diameter, HO – Heating Oil

3.2 Post Excavation Soil Sampling

Soil samples were collected from the centerline of the former UST excavations and piping runs consistent with the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E-6.3(b) 6i (3)(B)(I)). A minimum of one (1) sample was collected every five (5) feet in the excavation along the centerline of the UST, with additional samples collected from under UST piping every fifteen (15) feet. One sample was also collected from underneath each the three (3) dispensers. Soil samples were obtained from beneath UST F through openings made in the bottom of the UST using a non-sparking air chisel. Refer to Figure 3 for the soil sample locations.

Soil samples were analyzed for the parameters consistent with Table 2.1 of N.J.A.C. 7:26E, depending on each tank's contents.

UST-B, UST-D, and UST-E formerly contained gasoline, and as such, the post excavation samples were analyzed for volatile organic compounds with a forward library search ("VO+10") and lead. UST-A and UST-C formerly contained No. 2 diesel fuel or heating oil, and as such, the post excavation samples were analyzed for total petroleum

hydrocarbons ("TPH") with 25% of any of the samples revealing a TPH concentration above 1,000 parts per million ("ppm") to be analyzed for the contingent VO+10 analysis. UST-F formerly contained No. 4 heating oil, and as such, the post excavation samples were analyzed for TPH with 25% of any of the samples revealing a TPH concentration above 100 parts per million to be analyzed for the contingent polycyclic aromatic hydrocarbons ("PAHs") analysis.

3.3 Laboratory Analytical Results

A total of thirty nine (39) post excavation soil samples were collected from beneath the USTs, dispensers and associated piping upon either the removal or closure-in-place of the six (6) regulated USTs. Samples were placed on ice in coolers and transported under chain of custody to Hampton Clarke-Veritech Laboratory ("HCV") in Fairfield, New Jersey for analysis.

UST-A (1,000 gallon diesel fuel tank)

The results of the laboratory analyses of the five (5) samples taken from beneath the dispenser, piping and centerline of former UST-A indicate that no concentrations of TPH exceeded 1,000 ppm with the exception of the sample UST-A1 from beneath the dispenser. The results of the contingent VO+10 analysis revealed no volatile organic compounds at concentrations above their respective method detection limit. Results of the laboratory analyses for UST-A are presented in Table 1 and Table 2.

UST-B (6,000 gallon gasoline tank)

The results of the laboratory VO+10 and lead analyses for the seven (7) soil samples taken from beneath the dispenser, piping and centerline of former UST-B indicate that no volatile organic compounds and no lead were reported at concentrations above the most stringent NJDEP Soil Cleanup Criteria ("SCC"). Results of the laboratory analyses for UST-B are presented in Table 3.

UST-C (10,000 No. 2 heating oil tank)

The results of the laboratory analyses of the six (6) samples taken from beneath the piping and centerline of former UST-C indicate that no concentrations of TPH exceeded 1,000 ppm with the exception of samples UST-C2 and UST-C4 from beneath the UST centerline. Accordingly, the results of the contingent VO+10 analyses performed on samples UST-C2 and UST-C4 revealed no volatile organic compounds were reported at concentrations above the most stringent NJDEP SCC. Results of the laboratory analyses for UST-C are presented in Table 4 and Table 5.

UST-D (5,000 gallon gasoline tank)

The results of the laboratory analyses of the five (5) samples taken from beneath the centerline of former UST-D indicate that lead was reported in all five samples below the NJDEP SCC and that VO+10 compounds were reported at concentrations which exceed

the NJDEP SCC in samples UST-D1, UST-D2, UST-D3, and UST-D5. Benzene was reported in sample UST-D1 at 1.9 ppm, above the NJDEP Impact to Groundwater Soil Cleanup Criteria ("IGWSCC"). Benzene was also reported in sample UST-D2 at 22 ppm, sample UST-D3 at 20 ppm, sample UST-D4 at 16 ppm, and sample UST-D5 at 14 ppm, all of which are above the NJDEP Non-Residential Direct Contact Soil Cleanup Criteria ("NRDCSCC"). Ethylbenzene was reported in samples UST-D2 and UST-D3 at 110 ppm, above the NJDEP IGWSCC. Total xylenes were reported in samples UST-D2 and UST-D3 at 670 ppm and 700 ppm, respectively, both above the NJDEP Residential Direct Contact Soil Cleanup Criteria ("RDCSCC"). Total xylenes were also reported in samples UST-D4 and UST-D5 at 314 ppm and 460 ppm, respectively, above the NJDEP IGWSCC and RDCSCC. Results of the laboratory analyses for UST-D are presented in Table 6.

UST-E (5,000 gallon gasoline tank) and Associated Gasoline Piping

The results of the laboratory VO+10 and lead analyses for the five (5) soil samples taken from beneath the centerline of former UST-E indicate that no lead and no volatile organic compounds were reported at concentrations above the most stringent NJDEP Soil Cleanup Criteria ("SCC"). Results of the laboratory analyses for UST-E are presented in Table 7.

The results of the laboratory VO+10 analyses for the six (6) soil samples taken from beneath the dispenser and piping associated with the former gasoline UST-D and UST-E indicate that no lead and no volatile organic compounds were reported at concentrations above the most stringent NJDEP Soil Cleanup Criteria ("SCC") with the exception of Sample UST-E Disp (dispenser sample). Total xylenes in sample UST-E Disp was reported at 144 ppm which exceeds the NJDEP IGWSCC. Results of the laboratory analyses for gasoline dispenser and associated gasoline piping (UST-E Disp and UST-E1 through UST-E5) are presented in Table 8.

It should be noted that a test pit was excavated in the UST-E excavation to a depth of approximately 15 to 16 feet to investigate the presence of groundwater. No groundwater or moist soils were encountered.

UST-F (5,000 gallon No. 4 heating oil tank)

The results of the laboratory TPH analyses for the five (5) soil samples taken from beneath the centerline of former UST-F indicate that TPH concentrations exceeded the 100 ppm threshold in all five samples. Accordingly, the two samples (UST-F2 and UST-F3) with the highest TPH concentrations (5,100 ppm and 14,000 ppm, respectively) were submitted for the contingent PAH analysis. Benzo(a)pyrene was the only PAH reported in sample UST-F3 at 1.2 ppm, above the NJDEP RDCSCC and NRDCSCC.

Copies of the laboratory analytical data deliverable packages for the soil samples are included in Appendix D.

4.0 SITE RESTORATION

4.1 Disposal of Residual UST Liquids

During UST removal activities, residual liquids were pumped from the USTs and transported offsite by T. Slack. On August 13, 2007, approximately 3,100 gallons of diesel fuel was pumped from UST-A, and approximately 180 gallons of gasoline was pumped from UST-B and transported offsite. On August 14, 2007, approximately 7,400 gallons of diesel fuel oil was pumped from UST-C. On August 15, 2007, approximately 4,100 gallons of gasoline and water was pumped from UST-D and transported offsite. On August 16, 2007, approximately 4,000 gallons of No.4 fuel oil was pumped from UST-F and transported offsite. All residual liquids were disposed of at the A & A Oil Recovery Company, located at 130 Ryerson Avenue in Wayne, New Jersey. Appendix C contains documentation of the disposal of residual liquids.

4.2 Overburden/Reuse Soils

Overburden soils were reused as on-site backfill material; however, due to the evidence of potential visual and olfactory impacts within the UST-A, B, C, D, and E excavations, a barrier of polyethylene sheeting was installed at the base of the excavations and sidewalls prior to backfilling to facilitate future soil remedial activities, if warranted. Please note that no characterization sampling was performed on the overburden soils.

4.3 Backfill

Between August 13 and August 18, 2007, the UST excavations were backfilled by T. Slack with a combination of overburden soils (refer to section 4.2) and certified clean fill in the form of screened fill and dense graded aggregate (gravel) "Type 5A". The fill was obtained from Weldon Materials, Inc., of Westfield, New Jersey. Clean fill certification and receipts are provided in Appendix E.

5.0 RELIABILITY OF LABORATORY DATA

Field sampling activities were conducted consistent with the NJDEP *Field Sampling Procedures Manual* (August 2005), and the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E).

Field equipment was properly decontaminated prior to each use. Following collection, all samples were placed in laboratory-prepared glassware with appropriate preservative, properly labeled, stored in a cooler with ice, and transported under chain-of-custody to Hampton Clarke-Veritech Laboratory (an NJDEP certified laboratory).

Laboratory methodologies are in accordance with those specified in the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E). No non-conformances or elevated detection limits were reported by the laboratory.

6.0 CONCLUSIONS AND RECOMMENDATIONS

Pennoni has completed this UST Closure Report consistent with the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E). Based upon our review and interpretation of the results of the investigations conducted on the subject property to date, Pennoni has drawn the following conclusions:

- Between the dates of August 13, 2007 and August 16, 2007, Pennoni observed T. Slack Environmental Services, Inc remove a total of five (5) USTs from the subject property, and close one (1) UST in place. Three (3) of the USTs formerly contained either leaded or unleaded gasoline, two (2) of the USTs contained No. 2 heating oil or diesel fuel and one (1) of the USTs formerly contained No. 4 heating oil. All six (6) USTs were regulated by and registered with the NJDEP.
- The six (6) regulated USTs had not been properly abandoned in place, and approximately 18,780 gallons the residual liquids and sludge discovered within the USTs were transported and properly disposed of off site during the UST removal activities by T. Slack.
- UST A had previously been used to store diesel fuel. It was examined for perforations upon extraction. None were observed. Analyses of post-excavation samples revealed that one sample (UST-A1) contained TPH at a concentration above 1,000 ppm. Subsequent analysis for VO+10 revealed no compounds were reported in excess of the most stringent NJDEP SCC.
- UST B had previously been used to store gasoline. The UST was examined for the presence of perforations upon extraction. No perforations were observed. No VO+10 compounds were reported at concentrations above NJDEP SCC. Based on observations and the results of laboratory analyses of post-excavation samples, no further action is warranted relative to UST B.
- UST C had previously been used to store diesel fuel. The UST was examined for the presence of perforations upon extraction. No perforations were observed. The laboratory reported TPH concentrations in excess of 1,000 ppm in two post-excavation samples (UST-C2 and UST-C4). Subsequent analysis revealed no VO+10 compounds were reported in excess of the most stringent NJDEP SCC. Based on observations and the results of laboratory analyses, no further action is warranted relative to UST C.
- UST D had previously been used to store gasoline. The UST was examined for the presence of perforations upon extraction. No perforations were observed. The laboratory reported: the presence of benzene at concentrations above the NJDEP SCC; ethylbenzene at concentrations exceeding the NJDEP IGWSCC; and total xylenes at concentrations above the NJDEP RDSCC and IGWSCC.
- UST E had previously been used to store gasoline. The UST was examined for the presence of perforations upon extraction. No perforations were observed. Of the 11 post-excavation soil samples provided to the laboratory for analysis, no compounds were reported at concentrations in excess of the strictest NJDEP SCC with the exception of a single sample obtained beneath the former dispenser located inside

the garage building (UST-E DISP). The laboratory reported total xylenes at a concentration (144 ppm) that exceeds the NJDEP IGWSCC. Groundwater was not encountered to a depth of 15 to 16 feet below ground surface at the site.

- UST F had previously been used to store No. 4 fuel oil and served the former boiler-room in the building. UST F was closed in-place due to its proximity to the garage building brick wall beneath the sidewalk. No perforations in the UST were observed while it was being cleaned for closure in-place. As initial TPH analyses of samples obtained from beneath the centerline of the UST exceeded the threshold limit of 100 ppm, the two samples with the highest TPH concentrations (5,100 and 14,000 ppm) were analyzed for PAHs. The laboratory reported a single compound (benzo(a)pyrene) in one of the samples at a concentration (1.2 ppm) above the NJDEP RDCSCC.

Based on the above conclusions, Pennoni makes the following recommendations with respect to the UST closures:

- Based on observations and the results of laboratory analyses of post-excavation samples, no further action is warranted relative to UST A, UST B, UST C and UST E and UST E associated piping.
- Sample UST-E DISP was obtained from a depth of approximately 1.0 foot below ground surface ("bgs"). As no ground water was encountered to a depth of 15 to 16 feet bgs, Pennoni is of the opinion that the reported concentration of total xylene does not pose a significant risk to ground water beneath the garage building and that additional remedial action relative to the former dispenser is not warranted,
- No ground water was encountered in the excavation to a depth of 15 to 16 feet below ground surface. However, pursuant to N.J.A.C. 7:26E-3.7(d)2, Pennoni recommends that, if possible, a groundwater sample be obtained from beneath the former location of UST D.
- UST F will be closed in place and filled with a flowable concrete slurry. As direct contact with the impacted soils is unlikely, Pennoni is of the opinion that the physical remediation of soils associated with the TPH concentration and single PAH exceedance is impractical due to the physical and structural restraints at the site. Pennoni requests no further remedial action relative to UST F. The area of this tank would be included within the entire site deed notice.
- No remedial excavation was conducted at the time the USTs were closed. As much as impacted site soils could be addressed by remedial activities, alternatively, Pennoni recommends that a restricted area be established through an institutional control (deed notice) for the entire site. A deed notice would require establishing an engineered control (cap) and surveying the areal limits of identified contamination. The area of the deed notice must be maintained in perpetuity with biennial reports provided to the NJDEP as long as the contaminants of concern remain on site.

former UST D. Should groundwater impacts not exist, Pennoni recommends no remedial action relative to the presence of volatile organic compounds, TPH and PAHs identified in post-excavation soil samples from UST D and UST F at concentrations exceeding the NJDEP SCC. Pennoni recommends that a restricted area be established through an institutional control (deed notice) for the entire site. In addition, Pennoni recommends no further action relative to the USTs A, B, C and E closed on site.

UST SITE REPORT CERTIFICATION FORM

Site Remediation Program

UST Site/Remedial Investigation Report Certification Form

A. Facility Name : Town of West New York Department of Public Works Garage

Facility Street Address : 6201-6215 Broadway

Municipality: West New York County : Hudson

Block: 29 Lot(s): 2 Telephone Number : (201)-295-5100

B. Owner (RP)'s Name: Town of West New York

Street Address: 428-60th Street City : West New York

State: New Jersey Zip: 07093 Telephone Number : (201)-295-5100

C. (Check as appropriate)

- Site Investigation Report (SIR) \$500 Fee
Remedial Investigation Report (RIR) \$1000 Fee

D. (Complete all that apply)

- Assigned Case Manager :
UST Registration Number : 0090256 (7 digits)
Incident Report Number 07 - 09 - 04 - 0818 - 21 (10 or 12 digits)
Tank Closure Number C(N) N07 - 5521 C9 - C9 (7 characters)

E. Certification by the Subsurface Evaluator:

The attached report conforms to the specific reporting requirements of N.J.A.C. 7:26E Yes No

Name: Stuart Levitch Signature: Stuart Levitch UST Cert. No.: 0011102

Firm: Pennoni Associates Inc. Firm's UST Cert. Number: US 00379

Firm Address: 105 Fieldcrest Avenue, Suite 502 City: Edison

State: New Jersey Zip: 08837 Telephone Number : (908) 653-0889

(NOTE: Certification numbers required only if work was conducted on USTs regulated per N.J.S.A. 58:10A-21 et seq.)

F. Certification by the Responsible Party(ies) of the Facility:

The following certification shall be signed [according to the requirements of N.J.A.C. 7:14B-1.7(b)] as follows:

- 1. For a Corporation by a person authorized by a resolution of the board of directors to sign the document.
2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
3. For a municipality, State, federal or other public agency by either a principal executive officer or ranking elected Official.

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attached documents, and that based on my inquiry of those individuals 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 also aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties."

Name (Print or Type): Title:

Signature:

Company Name: Town of West New York Date:

TABLES

TABLE 1
UST A - 1,000 GALLON DIESEL FUEL TANK
POST EXCAVATION SOIL SAMPLE RESULTS
TOTAL PETROLEUM HYDROCARBONS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 13, 2007

Parameter	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	UST-A1				UST-A2				UST-A3				
				LAB ID: AC32309-001				AC32309-002				AC32309-003				
				COLLECT DATE: 8/13/2007				8/13/2007				8/13/2007				
				Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	
Total Petroleum Hydrocarbons TPH-S	10000 mg/kg	10000 mg/kg	10000 mg/kg		5400		180	mg/kg	ND		40	mg/kg	ND		38	mg/kg
Other Parameters																
%SOLIDS	NA	NA	NA		97		Percent	86		Percent	89		Percent			

Parameter	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	UST-A4				UST-A5				
				LAB ID: AC32309-004				AC32309-005				
				COLLECT DATE: 8/13/2007				8/13/2007				
				Result	Flg	RL	Units	Result	Flg	RL	Units	
Total Petroleum Hydrocarbons TPH-S	10000 mg/kg	10000 mg/kg	10000 mg/kg		ND		40	mg/kg	ND		40	mg/kg
Other Parameters												
%SOLIDS	NA	NA	NA		86		Percent	84		Percent		

TABLE 2
UST A - 1,000 GALLON DIESEL FUEL TANK
POST EXCAVATION SOIL SAMPLE RESULTS
VOLATILE ORGANIC COMPOUNDS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 13, 2007

Parameter	NJDEP RDCSCC (mg/Kg)	NJDEP NRDCSCC (mg/Kg)	NJDEP IGWSCC (mg/Kg)	CLIENT ID:		UST-A1		
				LAB ID:		AC32309-001		
				COLLECT DATE:		8/13/2007		
				Result	Flg	RL	Units	
Volatile Organics								
Total Volatile				29	J	NA	mg/Kg	
1,1,1-Trichloroethane	210	1000 (d)	50	ND		0.39	mg/Kg	
1,1,2,2-Tetrachloroethane	34	70 (k)	1	ND		0.39	mg/Kg	
1,1,2-Trichloroethane	22	420	1	ND		0.39	mg/Kg	
1,1-Dichloroethane	570	1000 (d)	10	ND		0.39	mg/Kg	
1,1-Dichloroethene	8	150	10	ND		0.39	mg/Kg	
1,2-Dichlorobenzene	5100	10000 (c)	50	ND		0.39	mg/Kg	
1,2-Dichloroethane	6	24	1	ND		0.39	mg/Kg	
1,2-Dichloropropane	10	43	NA	ND		0.39	mg/Kg	
1,3-Dichlorobenzene	5100	10000 (c)	100	ND		0.39	mg/Kg	
1,4-Dichlorobenzene	570	10000 (c)	100	ND		0.39	mg/Kg	
2-Butanone	1000 (d)	1000 (d)	50	ND		0.39	mg/Kg	
2-Chloroethylvinylether	NA	NA	NA	ND		0.39	mg/Kg	
2-Hexanone	NA	NA	NA	ND		0.39	mg/Kg	
4-Methyl-2-Pentanone	1000 (d)	1000 (d)	50	ND		0.39	mg/Kg	
Acetone	1000 (d)	1000 (d)	100	ND		2	mg/Kg	
Acrolein	NA	NA	NA	ND		2	mg/Kg	
Acrylonitrile	1	5	1	ND		0.39	mg/Kg	
Benzene	3	13	1	ND		0.079	mg/Kg	
Bromodichloromethane	11	46	1	ND		0.39	mg/Kg	
Bromoform	86	370	1	ND		0.39	mg/Kg	
Bromomethane	79	1000 (d)	1	ND		0.39	mg/Kg	
Carbon disulfide	NA	NA	NA	ND		0.39	mg/Kg	
Carbon tetrachloride	2 (k)	4 (k)	1	ND		0.39	mg/Kg	
Chlorobenzene	37	680	1	ND		0.39	mg/Kg	
Chloroethane	NA	NA	NA	ND		0.39	mg/Kg	
Chloroform	19 (k)	28 (k)	1	ND		0.39	mg/Kg	
Chloromethane	520	1000 (d)	10	ND		0.39	mg/Kg	
cis-1,2-Dichloroethene	79	1000 (d)	1	ND		0.39	mg/Kg	
cis-1,3-Dichloropropene	4	5 (k)	NA	ND		0.39	mg/Kg	
Dibromochloromethane	110	1000 (d)	1	ND		0.39	mg/Kg	
Ethylbenzene	1000 (d)	1000 (d)	100	ND		0.079	mg/Kg	
m&p-Xylenes	410	1000	67	ND		0.16	mg/Kg	
Methylene chloride	49	210	1	ND		0.39	mg/Kg	
Methyl-t-butyl ether	NA	NA		ND		0.079	mg/Kg	
o-Xylene	410	1000	67	ND		0.079	mg/Kg	
Styrene	23	97	100	NO		0.39	mg/Kg	
t-Butyl Alcohol	NA	NA		ND		2	mg/Kg	
Tetrachloroethene	4 (k)	6 (k)	1	ND		0.39	mg/Kg	
Toluene	1000 (d)	1000 (d)	500	ND		0.079	mg/Kg	
trans-1,2-Dichloroethene	1000 (d)	1000 (d)	50	ND		0.39	mg/Kg	
trans-1,3-dichloropropene	4	5 (k)	1	ND		0.39	mg/Kg	
Trichloroethene	23	54 (k)	1	ND		0.39	mg/Kg	
Vinyl chloride	2	7	10	ND		0.39	mg/Kg	

New Jersey Soil/Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

- (c) Health based criteria exceeds the 10,000 mg/kg maximum for total organic contaminants.
- (d) Health based criteria exceeds the 1000 mg/kg maximum for total volatile organic contaminants.
- (k) Criteria based on Inhalation exposure pathway, which yielded a more stringent criterion than the incidental exposure pathway.

Parameter	NJDEP RDSCC (mg/Kg)	NJDEP NRDSCC (mg/Kg)	NJDEP IGWSCC (mg/Kg)	C _g		UST-B7				TB				
				COLLE 011		AC32309-012				AC32309-013				
				RL	Units	Result	F _g	RL	Units	Result	F _g	RL	Units	
Volatile Organics														
Total Volatile														
1,1,1-Trichloroethane	210	1000 (d)	50	NA	mg/Kg	1.46	J	NA	mg/Kg	0.41	J	NA	mg/Kg	
1,1,2,2-Tetrachloroethane	34	70 (k)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,1,2-Trichloroethane	22	420	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,1-Dichloroethane	570	1000 (d)	10	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,1-Dichloroethene	8	150	10	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,2-Dichlorobenzene	5100	10000 (c)	50	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,2-Dichloroethane	6	24	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,2-Dichloropropane	10	43	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,3-Dichlorobenzene	5100	10000 (c)	100	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
1,4-Dichlorobenzene	570	10000 (c)	100	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
2-Butanone	1000 (d)	1000 (d)	50	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
2-Chloroethyl ethyl ether	NA	NA	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
2-Hexanone	NA	NA	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
4-Methyl-2-Pentanone	1000 (d)	1000 (d)	50	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Acetone	1000 (d)	1000 (d)	100	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Acrolein	NA	NA	NA	1.4	mg/Kg	ND		1.6	mg/Kg	ND		2.5	mg/Kg	
Acrylonitrile	1	5	1	1.4	mg/Kg	ND		1.6	mg/Kg	ND		2.5	mg/Kg	
Benzene	3	13	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Bromodichloromethane	11	46	1	0.058	mg/Kg	ND		0.063	mg/Kg	ND		0.1	mg/Kg	
Bromoform	66	370	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Bromomethane	79	1000 (d)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Carbon dioxide	NA	NA	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Carbon tetrachloride	2 (k)	4 (k)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Chlorobenzene	37	650	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Chloroethane	NA	NA	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Chloroform	19 (k)	28 (k)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Chloromethane	520	1000 (d)	10	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
cis-1,2-Dichloroethane	79	1000 (d)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
cis-1,3-Dichloropropane	4	5 (k)	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Dibromochloromethane	110	1000 (d)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Ethylbenzene	1000 (d)	1000 (d)	100	0.058	mg/Kg	ND		0.063	mg/Kg	ND		0.1	mg/Kg	
m,p-Xylenes	410	1000	67	0.12	mg/Kg	0.13		0.13	mg/Kg	ND		0.2	mg/Kg	
Methylene chloride	49	210	1	0.29	mg/Kg	0.32		0.31	mg/Kg	ND		0.5	mg/Kg	
Methyl-t-butyl ether	NA	NA	NA	0.058	mg/Kg	0.49		0.063	mg/Kg	ND		0.1	mg/Kg	
o-Xylene	410	1000	67	0.058	mg/Kg	ND		0.063	mg/Kg	ND		0.1	mg/Kg	
Styrene	23	97	100	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
t-Butyl Alcohol	NA	NA	NA	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Tetrachloroethene	4 (k)	8 (k)	1	1.4	mg/Kg	1.2	J	1.6	mg/Kg	ND		2.5	mg/Kg	
Toluene	1000 (d)	1000 (d)	500	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
trans-1,2-Dichloroethene	1000 (d)	1000 (d)	50	0.058	mg/Kg	0.16		0.063	mg/Kg	ND		0.1	mg/Kg	
trans-1,3-dichloropropane	4	5 (k)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Trichloroethene	23	54 (k)	1	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Vinyl chloride	2	7	10	0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.5	mg/Kg	
Metals														
Lead	400 (p)	500 (q)	NA	6	mg/Kg	26		5.7	mg/Kg					

New Jersey Soil/Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

- (c) Health based criteria exceeds the 10,000 mg/kg maximum for total organic content
- (d) Health based criteria exceeds the 1000 mg/kg maximum for total volatile organics
- (k) Criteria based on inhalation exposure pathway, which yielded a more stringent cr

TABLE 4
UST C - 10,000 GALLON No. 2 HEATING OIL TANK
POST EXCAVATION SOIL SAMPLE RESULTS
TOTAL PETROLEUM HYDROCARBONS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 15, 2007

Parameters	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	CLIENT ID: UST-C1				UST-C2				UST-C3			
				LAB ID: AC32377-008				AC32377-003				AC32377-004			
				COLLECT DATE: 8/15/2007				8/15/2007				8/15/2007			
				Result	Fig	RL	Units	Result	Fig	RL	Units	Result	Fig	RL	Units
Total Petroleum Hydrocarbons TPH-S	10000	10000	10000		43	38	mg/kg	3000	190	mg/kg	100	40	mg/kg		
Other Parameters %SOLIDS	NA	NA	NA		90		Percent	90		Percent	86		Percent		

Parameters	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	CLIENT ID: UST-C4				UST-C5				UST-C6			
				LAB ID: AC32377-005				AC32377-006				AC32377-007			
				COLLECT DATE: 8/15/2007				8/15/2007				8/15/2007			
				Result	Fig	RL	Units	Result	Fig	RL	Units	Result	Fig	RL	Units
Total Petroleum Hydrocarbons TPH-S	10000	10000	10000		1200	38	mg/kg	60	39	mg/kg	67	39	mg/kg		
Other Parameters %SOLIDS	NA	NA	NA		90		Percent	88		Percent	87		Percent		

TABLE 5
 UST C - 10,000 GALLON No. 2 HEATING OIL TANK
 POST EXCAVATION SOIL SAMPLE RESULTS
 VOLATILE ORGANIC COMPOUNDS
 TOWN OF WEST NEW YORK DPW GARAGE
 AUGUST 15, 2007

Parameter	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	CLIENT ID:	UST-C2				UST-C4			
				LAB ID:	AC32377-003				AC32377-005			
				COLLECT DATE:	8/15/2007				8/15/2007			
				Result	Flg	RL	Units	Result	Flg	RL	Units	
Volatiles Organics	(mg/Kg)	(mg/Kg)	mg/Kg									
Total Volatile TIC					143	J	NA	mg/Kg	38.7	J	NA	mg/Kg
1,1,1-Trichloroethane	210	1000 (d)	50		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,1,2,2-Tetrachloroethane	34	70 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,1,2-Trichloroethane	22	420	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,1-Dichloroethane	570	1000 (d)	10		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,1-Dichloroethane	8	150	10		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,2-Dichlorobenzene	5100	10000 (c)	50		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,2-Dichloroethane	8	24	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,2-Dichloropropane	10	43	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,3-Dichlorobenzene	5100	10000 (c)	100		ND		0.28	mg/Kg	ND		0.29	mg/Kg
1,4-Dichlorobenzene	570	10000 (c)	100		ND		0.28	mg/Kg	ND		0.29	mg/Kg
2-Butanone	1000 (d)	1000 (d)	50		ND		0.28	mg/Kg	ND		0.29	mg/Kg
2-Chloroethylvinylether	NA	NA	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
2-Hexanone	NA	NA	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
4-Methyl-2-Pentanone	1000 (d)	1000 (d)	50		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Acetone	1000 (d)	1000 (d)	100		ND		1.4	mg/Kg	ND		1.4	mg/Kg
Acrolein	NA	NA	NA		ND		1.4	mg/Kg	ND		1.4	mg/Kg
Acrylonitrile	1	5	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Benzene	3	13	1		ND		0.058	mg/Kg	ND		0.058	mg/Kg
Bromodichloromethane	11	48	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Bromoform	88	370	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Bromomethane	79	1000 (d)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Carbon disulfide	NA	NA	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Carbon tetrachloride	2 (k)	4 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Chlorobenzene	37	880	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Chloroethane	NA	NA	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Chloroform	19 (k)	28 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Chloromethane	520	1000 (d)	10		ND		0.28	mg/Kg	ND		0.29	mg/Kg
cis-1,2-Dichloroethene	79	1000 (d)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
cis-1,3-Dichloropropene	4	5 (k)	NA		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Dibromochloromethane	110	1000 (d)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Ethylbenzene	1000 (d)	1000 (d)	100		0.35		0.058	mg/Kg	0.18		0.058	mg/Kg
m&p-Xylenes	410	1000	87		0.85		0.11	mg/Kg	0.33		0.12	mg/Kg
Methylene chloride	49	210	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
o-Xylenes	410	1000	87		0.18		0.058	mg/Kg	ND		0.058	mg/Kg
Styrene	23	97	100		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Tetrachloroethene	4 (k)	6 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Toluene	1000 (d)	1000 (d)	500		ND		0.058	mg/Kg	ND		0.058	mg/Kg
trans-1,2-Dichloroethene	1000 (d)	1000 (d)	50		ND		0.28	mg/Kg	ND		0.29	mg/Kg
trans-1,3-dichloropropene	4	5 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Trichloroethane	23	54 (k)	1		ND		0.28	mg/Kg	ND		0.29	mg/Kg
Vinyl chloride	2	7	10		ND		0.28	mg/Kg	ND		0.29	mg/Kg

New Jersey Soil/Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

- c Health based criteria exceeds the 10,000 mg/kg maximum for total organic contaminants.
- d Health based criteria exceeds the 1000 mg/kg maximum for total volatile organic contaminants.
- k Criteria based on inhalation exposure pathway, which yielded a more stringent criterion than the incidental exposure pathway.

TABLE 6
 UST D - 5,000 GALLON GASOLINE TANK
 POST EXCAVATION SOIL SAMPLE RESULTS
 VOLATILE ORGANIC COMPOUNDS
 TOWN OF WEST NEW YORK DPW GARAGE
 AUGUST 15, 2007

Parameter	CLIENT ID				UST-D1				UST-D2				UST-D3				UST-D4				UST-D5				T9									
	NJDEP RDCSCC		NJDEP NRDSCC		NJDEP IGWSCC		LAB ID		AC32377-019		AC32377-020		AC32377-021		AC32377-022		AC32377-023		AC32377-018		COLLECT DATE:		8/16/2007		8/16/2007		8/16/2007		8/16/2007		8/16/2007		8/16/2007	
	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units		
Volatile Organics	(mg/Kg)	(mg/Kg)	(mg/Kg)																															
Total Volatile Tic				29.5	J	NA	mg/Kg	1139	J	NA	mg/Kg	1213	J	NA	mg/Kg	641	J	NA	mg/Kg	691	J	NA	mg/Kg	ND		NA	mg/Kg	ND		NA	mg/Kg			
1,1,1-Trichloroethane	210		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,1,2,2-Tetrachloroethane	34		70 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,1,2-Trichloroethane	22		420	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,1-Dichloroethane	370		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,1-Dichloroethene	3		150	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,2-Dichlorobenzene	5100		10000 (c)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,2-Dichloroethane	6		24	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,2-Dichloropropane	10		43	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,3-Dichlorobenzene	5100		10000 (c)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
1,4-Dichlorobenzene	370		10000 (c)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
2-Butanone	1000 (d)		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
2-Chloroethylvinylether	NA		NA	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
2-Hexanone	NA		NA	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
4-Methyl-2-Pentanone	1000 (d)		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Acetone	1000 (d)		1000 (d)	ND		1.4	mg/Kg	ND		130	mg/Kg	ND		140	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		29	mg/Kg	ND		2.5	mg/Kg			
Acrolein	NA		NA	ND		1.4	mg/Kg	ND		130	mg/Kg	ND		140	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		29	mg/Kg	ND		2.5	mg/Kg			
Acrylonitrile	1		5	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Benzene	3		13	ND		0.057	mg/Kg	ND		5.3	mg/Kg	ND		5.7	mg/Kg	ND		1.1	mg/Kg	ND		1.2	mg/Kg	ND		1.2	mg/Kg	ND		0.1	mg/Kg			
Bromodichloromethane	11		46	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Bromoform	86		370	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Bromomethane	79		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Carbon disulfide	NA		NA	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Carbon tetrachloride	2 (k)		4 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Chlorobenzene	37		680	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Chloroethane	NA		NA	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Chloroform	19 (k)		28 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Chloromethane	520		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
cis-1,2-Dichloroethene	79		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
cis-1,3-Dichloropropene	4		5 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Dibromochloromethane	110		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Ethylbenzene	1000 (d)		1000 (d)	7.5		0.057	mg/Kg	ND		110	mg/Kg	110		5.7	mg/Kg	ND		1.1	mg/Kg	ND		1.2	mg/Kg	ND		1.2	mg/Kg	ND		0.1	mg/Kg			
m&p-Xylenes	410		1000	27		0.11	mg/Kg	ND		540	mg/Kg	540		11	mg/Kg	ND		2.1	mg/Kg	ND		2.3	mg/Kg	ND		2.3	mg/Kg	ND		0.2	mg/Kg			
Methylene chloride	49		210	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Methyl-t-butyl ether	NA		NA	0.7		0.057	mg/Kg	ND		5.3	mg/Kg	ND		5.7	mg/Kg	ND		1.1	mg/Kg	ND		1.2	mg/Kg	ND		1.2	mg/Kg	ND		0.1	mg/Kg			
o-Xylene	410		1000	11		0.057	mg/Kg	ND		170	mg/Kg	180		5.7	mg/Kg	ND		1.1	mg/Kg	ND		1.2	mg/Kg	ND		1.2	mg/Kg	ND		0.1	mg/Kg			
Styrene	23		97	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
t-Butyl Alcohol	NA		NA	ND		1.4	mg/Kg	ND		130	mg/Kg	ND		140	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		29	mg/Kg	ND		2.5	mg/Kg			
Tetrachloroethene	4 (k)		6 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Toluene	1000 (d)		1000 (d)	11		0.057	mg/Kg	ND		140	mg/Kg	240		5.7	mg/Kg	ND		1.1	mg/Kg	ND		1.2	mg/Kg	ND		1.2	mg/Kg	ND		0.1	mg/Kg			
trans-1,2-Dichloroethene	1000 (d)		1000 (d)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
trans-1,3-dichloropropene	4		5 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Trichloroethane	23		54 (k)	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Vinyl chloride	2		7	ND		0.29	mg/Kg	ND		26	mg/Kg	ND		29	mg/Kg	ND		5.3	mg/Kg	ND		5.8	mg/Kg	ND		5.8	mg/Kg	ND		0.5	mg/Kg			
Metals																																		
Lead	400(p)		600(q)	6.6		5.6	mg/Kg	73		5.7	mg/Kg	7.5		5.6	mg/Kg																			

TABLE 7
UST E - 5,000 GALLON GASOLINE TANK
POST EXCAVATION SOIL SAMPLE RESULTS
VOLATILE ORGANIC COMPOUNDS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 15, 2007

Parameter	CLIENT ID:			UST-E6				UST-E7				UST-E8				UST-E9				UST-E10			
	NJDEP RDCSCC	NJDEP NRDSCC	NJDEP IGWSCC	AC32377-011				AC32377-012				AC32377-013				AC32377-014				AC32377-015			
				Result	Flg	RL	Units																
Volatile Organics	(mg/Kg)	(mg/Kg)	(mg/Kg)																				
Total Volatile				158	J	NA	mg/Kg	108	J	NA	mg/Kg	30.2	J	NA	mg/Kg	10.4	J	NA	mg/Kg	8.89	J	NA	mg/Kg
1,1,1-Trichloroethane	210	1000 (d)	50	ND		0.25	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,1,2,2-Tetrachloroethane	34	70 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,1,2-Trichloroethane	22	420	1	ND		0.25	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,1-Dichloroethane	570	1000 (d)	10	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,2-Dichloroethane	A	150	10	ND		0.25	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,2-Dichlorobenzene	5100	10000 (c)	50	ND		0.26	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,2-Dichloroethane	6	24	1	ND		0.23	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,2-Dichloropropane	10	43	NA	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,3-Dichlorobenzene	5100	10000 (c)	50	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
1,4-Dichlorobenzene	570	10000 (c)	100	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
2-Butanone	1000 (d)	1000 (d)	50	ND		0.23	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
2-Chloroethylvinylether	NA	NA	NA	ND		0.29	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
2-Hexanone	NA	NA	NA	ND		0.25	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
4-Methyl-2-Pentanone	1000 (d)	1000 (d)	50	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Acetone	1000 (d)	1000 (d)	100	ND		1.4	mg/Kg	ND		1.3	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.4	mg/Kg
Acrolein	NA	NA	NA	ND		1.4	mg/Kg	ND		1.3	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.4	mg/Kg
Acrylonitrile	1	5	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Benzene	3	13	1	0.093		0.056	mg/Kg	0.098		0.054	mg/Kg	ND		0.062	mg/Kg	ND		0.062	mg/Kg	ND		0.057	mg/Kg
Bromodichloromethane	11	46	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Bromobenzene	86	370	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Bromomethane	79	1000 (d)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Carbon disulfide	NA	NA	NA	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Carbon tetrachloride	2 (k)	4 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Chlorobenzene	37	680	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Chloroethane	NA	NA	NA	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Chloroform	19 (k)	28 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Chloromethane	520	1000 (d)	10	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
cis-1,2-Dichloroethene	79	1000 (d)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
cis-1,3-Dichloropropene	4	5 (k)	NA	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Dibromochloromethane	110	1000 (d)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Ethylbenzene	1000 (d)	1000 (d)	100	2.7		0.056	mg/Kg	1.4		0.054	mg/Kg	0.42		0.062	mg/Kg	ND		0.062	mg/Kg	ND		0.057	mg/Kg
m,p-Xylenes	410	1000	67	5.9		0.11	mg/Kg	3.4		0.11	mg/Kg	0.87		0.12	mg/Kg	ND		0.12	mg/Kg	0.21		0.11	mg/Kg
Methylene chloride	49	210	1	ND		0.28	mg/Kg	0.16	J	0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Methyl-t-butyl ether	NA	NA	NA	ND		0.056	mg/Kg	ND		0.054	mg/Kg	ND		0.062	mg/Kg	ND		0.062	mg/Kg	ND		0.057	mg/Kg
o-Xylene	410	1000	67	2		0.056	mg/Kg	1.2		0.054	mg/Kg	0.28		0.062	mg/Kg	ND		0.062	mg/Kg	0.1		0.057	mg/Kg
Styrene	23	97	100	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
t-Butyl Alcohol	NA	NA	NA	ND		1.4	mg/Kg	ND		1.3	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.4	mg/Kg
Tetrachloroethene	4 (k)	6 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Toluene	1000 (d)	1000 (d)	500	0.18		0.056	mg/Kg	0.13		0.054	mg/Kg	ND		0.062	mg/Kg	ND		0.062	mg/Kg	0.081		0.057	mg/Kg
trans-1,2-Dichloroethene	1000 (d)	1000 (d)	50	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
trans-1,3-dichloropropene	4	5 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Trichloroethene	23	54 (k)	1	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Vinyl chloride	2	7	10	ND		0.28	mg/Kg	ND		0.27	mg/Kg	ND		0.31	mg/Kg	ND		0.31	mg/Kg	ND		0.28	mg/Kg
Metals																							
Lead	400(p)	600(q)	NA	13		5.5	mg/Kg	6.3		5.5	mg/Kg	9.8		6.2	mg/Kg	14		5.7	mg/Kg	270		5.7	mg/Kg

- 100 Exceeds NJDEP IGWSCC
- 100 Exceeds NJDEP RDCSCC
- 100 Exceeds NJDEP NRDSCC

New Jersey Soil Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

- (c) Health based criteria exceeds the 10,000 mg/kg maximum for total organic contaminants
- (d) Health based criteria exceeds the 1000 mg/kg maximum for total volatile organic contaminants
- (k) Criteria based on inhalation exposure pathway, which yielded a more stringent criterion than the incidental exposure pathway

TABLE 8
UST E D PIPING (GASOLINE TANKS)
POST EXCAVATION SOIL SAMPLE RESULTS
VOLATILE ORGANIC COMPOUNDS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 15, 2007

Parameter	CLIENT ID			UST-E DISP				UST-E1				UST-E2				UST-E3				UST-E4				UST-E5			
	NJDEP RDCSCC (mg/Kg)	NJDEP NRDSCC (mg/Kg)	NJDEP IGWSCC (mg/Kg)	AC32377-001				AC32377-002				AC32377-009				AC32377-010				AC32377-016				AC32377-017			
				Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units
Volatile Organics																											
Total Volatiles				411	J	NA	mg/Kg	645	J	NA	mg/Kg	223	J	NA	mg/Kg	918	J	NA	mg/Kg	521	J	NA	mg/Kg	62	J	NA	mg/Kg
1,1,1-Trichloroethane	210	1000 (d)	50	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,1,2,2-Tetrachloroethane	34	70 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,1,2-Trichloroethane	22	420	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,1-Dichloroethane	575	1000 (d)	10	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,1-Dichloroethene	8	150	10	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,2-Dichlorobenzene	5100	10000 (c)	50	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,2-Dichloroethane	8	24	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,2-Dichloropropane	10	43	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,3-Dichlorobenzene	5100	10000 (c)	100	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
1,4-Dichlorobenzene	570	10000 (c)	100	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
2-Butanone	1000 (d)	1000 (d)	50	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
2-Chloroethyvinylether	NA	NA	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
2-Hexanone	NA	NA	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
4-Methyl-2-Pentanone	1000 (d)	1000 (d)	50	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Acetone	1000 (d)	1000 (d)	100	ND		19	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg
Acrolain	NA	NA	NA	ND		19	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg
Acrylonitrile	1	5	1	ND		2.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Benzene	3	13	1	ND		0.78	mg/Kg	ND		0.058	mg/Kg	ND		0.062	mg/Kg	ND		0.059	mg/Kg	ND		0.061	mg/Kg	ND		0.061	mg/Kg
Bromodichloromethane	11	46	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Bromofom	86	370	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Bromonethane	79	1000 (d)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Carbon disulfide	NA	NA	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Carbon tetrachloride	2 (k)	4 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Chlorobenzene	37	680	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Chloroethane	NA	NA	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Chloroform	19 (k)	28 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Chloromethane	520	1000 (d)	10	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
cis-1,2-Dichloroethene	79	1000 (d)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
cis-1,3-Dichloropropene	4	5 (k)	NA	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Dibromochloromethane	110	1000 (d)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Ethylbenzene	1000 (d)	1000 (d)	100	21		0.78	mg/Kg	ND		0.058	mg/Kg	ND		0.062	mg/Kg	ND		0.059	mg/Kg	0.42		0.061	mg/Kg	1.1		0.061	mg/Kg
m,p-Xylenes	410	1000	67	100		1.6	mg/Kg	ND		0.12	mg/Kg	ND		0.12	mg/Kg	ND		0.12	mg/Kg	1.2		0.12	mg/Kg	1.6		0.12	mg/Kg
Methyane chloride	49	210	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Methyl-t-butyl ether	NA	NA	NA	ND		0.78	mg/Kg	ND		0.058	mg/Kg	ND		0.062	mg/Kg	ND		0.059	mg/Kg	ND		0.061	mg/Kg	ND		0.061	mg/Kg
o-Xylene	410	1000	67	44		0.78	mg/Kg	ND		0.058	mg/Kg	ND		0.062	mg/Kg	ND		0.059	mg/Kg	0.48		0.061	mg/Kg	0.58		0.061	mg/Kg
Styrene	23	97	100	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
t-Butyl Alcohol	NA	NA	NA	ND		19	mg/Kg	ND		1.5	mg/Kg	ND		1.6	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg	ND		1.5	mg/Kg
Tetrachloroethene	4 (k)	6 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Toluene	1000 (d)	1000 (d)	500	32		0.78	mg/Kg	ND		0.058	mg/Kg	ND		0.062	mg/Kg	ND		0.059	mg/Kg	0.39		0.061	mg/Kg	0.47		0.061	mg/Kg
trans-1,2-Dichloroethene	1000 (d)	1000 (d)	50	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
trans-1,3-dichloropropene	4	5 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Trichloroethene	23	54 (k)	1	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Vinyl chloride	2	7	10	ND		3.9	mg/Kg	ND		0.29	mg/Kg	ND		0.31	mg/Kg	ND		0.3	mg/Kg	ND		0.3	mg/Kg	ND		0.31	mg/Kg
Metals																											
Lead	400(p)	600(q)	NA	J5		5.7	mg/Kg	99		5.7	mg/Kg	200		5.4	mg/Kg	110		5.5	mg/Kg	67		5.3	mg/Kg	100		5.4	mg/Kg

- 100 Exceeds NJDEP IGWSCC
- 100 Exceeds NJDEP RDCSCC
- 100 Exceeds NJDEP NRDSCC

New Jersey Soil/Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

- (c) Health based criteria exceeds the 10,000 mg/kg maximum for total organic contaminants
- (d) Health based criteria exceeds the 1000 mg/kg maximum for total volatile organic contaminants
- (k) Criteria based on inhalation exposure pathway, which yielded a more stringent criterion than the incidental exposure pathway

TABLE 9
UST F - 5,000 GALLON No. 4 HEATING OIL TANK
POST EXCAVATION SOIL SAMPLE RESULTS
TOTAL PETROLEUM HYDROCARBONS
TOWN OF WEST NEW YORK DPW GARAGE
AUGUST 16, 2007

Parameters	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	UST-F1				UST-F2				UST-F3				
				LAB ID: AC32403-001				AC32403-002				AC32403-003				
				COLLECT DATE: 8/16/2007				8/16/2007				8/16/2007				
				Result	Flg	RL	Units	Result	Flg	RL	Units	Result	Flg	RL	Units	
Total Petroleum Hydrocarbons TPH-S	10000	10000	10000		3400		200	mg/kg	5100		200	mg/kg	14000		960	mg/kg
Other Parameters %SOLIDS	NA	NA	NA		84			Percent	85			Percent	89			Percent

Parameters	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	UST-F4				UST-F5				
				LAB ID: AC32403-004				AC32403-005				
				COLLECT DATE: 8/16/2007				8/16/2007				
				Result	Flg	RL	Units	Result	Flg	RL	Units	
Total Petroleum Hydrocarbons TPH-S	10000	10000	10000		1400		39	mg/kg	1100		38	mg/kg
Other Parameters %SOLIDS	NA	NA	NA		87			Percent	90			Percent

TABLE 10
 UST F - 5,000 GALLON No. 4 HEATING OIL TANK
 POST EXCAVATION SOIL SAMPLE RESULTS
 POLYCYSTIC AROMATIC HYDROCARBONS
 TOWN OF WEST NEW YORK DPW GARAGE
 AUGUST 16, 2007

Parameter	NJDEP RDCSCC	NJDEP NRDCSCC	NJDEP IGWSCC	CLIENT ID:	UST-F2				UST-F3			
				LAB ID:	AC32403-002				AC32403-003			
				COLLECT DATE:	8/16/2007				8/16/2007			
				Result	Fig	RL	Units	Result	Fig	RL	Units	
Base Neutral Organics	(mg/Kg)	(mg/Kg)	(mg/Kg)									
Acenaphthene	3400	10000	100		ND	0.39	mg/Kg	ND		1.9	mg/Kg	
Acenaphthylene	NA	NA	NA		ND	0.39	mg/Kg	ND		1.9	mg/Kg	
Anthracene	10000	10000	100		ND	0.39	mg/Kg	ND		1.9	mg/Kg	
Benzo[a]anthracene	0.9	4	500		ND	0.39	mg/Kg	ND		1.9	mg/Kg	
Benzo[a]pyrene	0.66 (f)	0.66 (f)	100		0.14	J	0.39	mg/Kg	1.2	J	1.9	mg/Kg
Benzo[b]fluoranthene	0.9	4	50		ND	0.39	mg/Kg	0.13	J	1.9	mg/Kg	
Benzo[g,h,i]perylene	NA	NA	NA		0.58		0.39	mg/Kg	1.2	J	1.9	mg/Kg
Benzo[k]fluoranthene	0.9	4	500		ND	0.39	mg/Kg	ND		1.9	mg/Kg	
Chrysene	9	40	500		0.955	J	0.39	mg/Kg	0.32	J	1.9	mg/Kg
Dibenzo[a,h]anthracene	0.66 (f)	0.66 (f)	100		ND		0.39	mg/Kg	ND		1.9	mg/Kg
Fluoranthene	2300	10,000 [c]	100		0.044	J	0.39	mg/Kg	ND		1.9	mg/Kg
Fluorene	2300	10,000 [c]	100		ND		0.39	mg/Kg	ND		1.9	mg/Kg
Indeno[1,2,3-cd]pyrene	0.9	4	500		ND		0.39	mg/Kg	0.27	J	1.9	mg/Kg
Naphthalene	230	4200	100		0.055	J	0.39	mg/Kg	ND		1.9	mg/Kg
Phenanthrene	NA	NA	NA		0.049	J	0.39	mg/Kg	ND		1.9	mg/Kg
Pyrene	1700	10,000 [c]	100		0.07	J	0.39	mg/Kg	ND		1.9	mg/Kg

100

Exceeds NJDEP IGWSCC

3400

Exceeds NJDEP RDCSCC

100

Exceeds NJDEP NRDCSCC

New Jersey Soil/Water Clean-Up Criteria Footnotes
 NJ Soil Clean-Up criteria is in mg/kg (PPM) unless otherwise noted

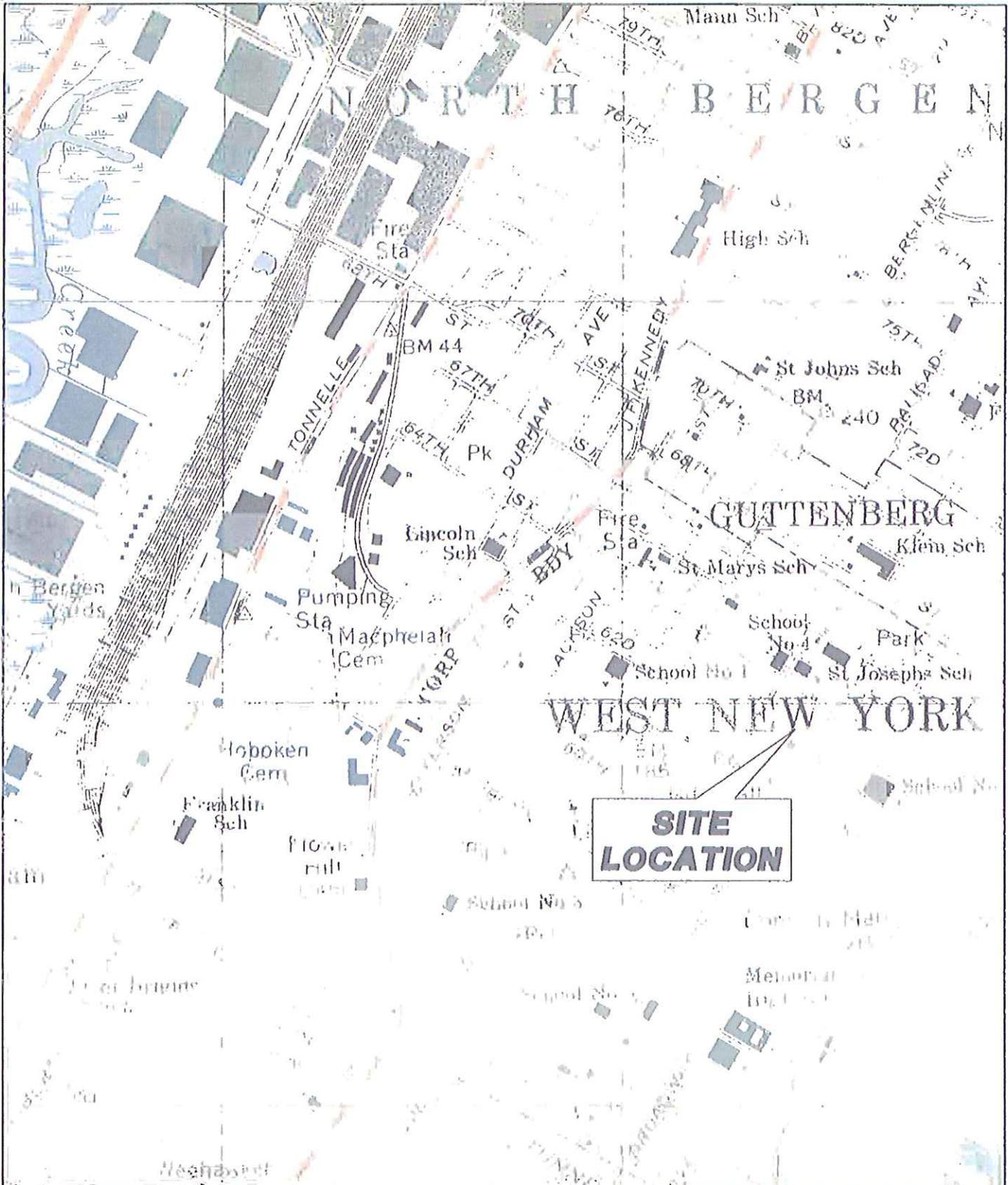
[c]

Health based criteria exceeds the 10,000 mg/kg maximum for total organic contaminants.

(f)

Health based criterion is lower than analytical limits, clean-up criterion is based on practical quantitation level.

FIGURES



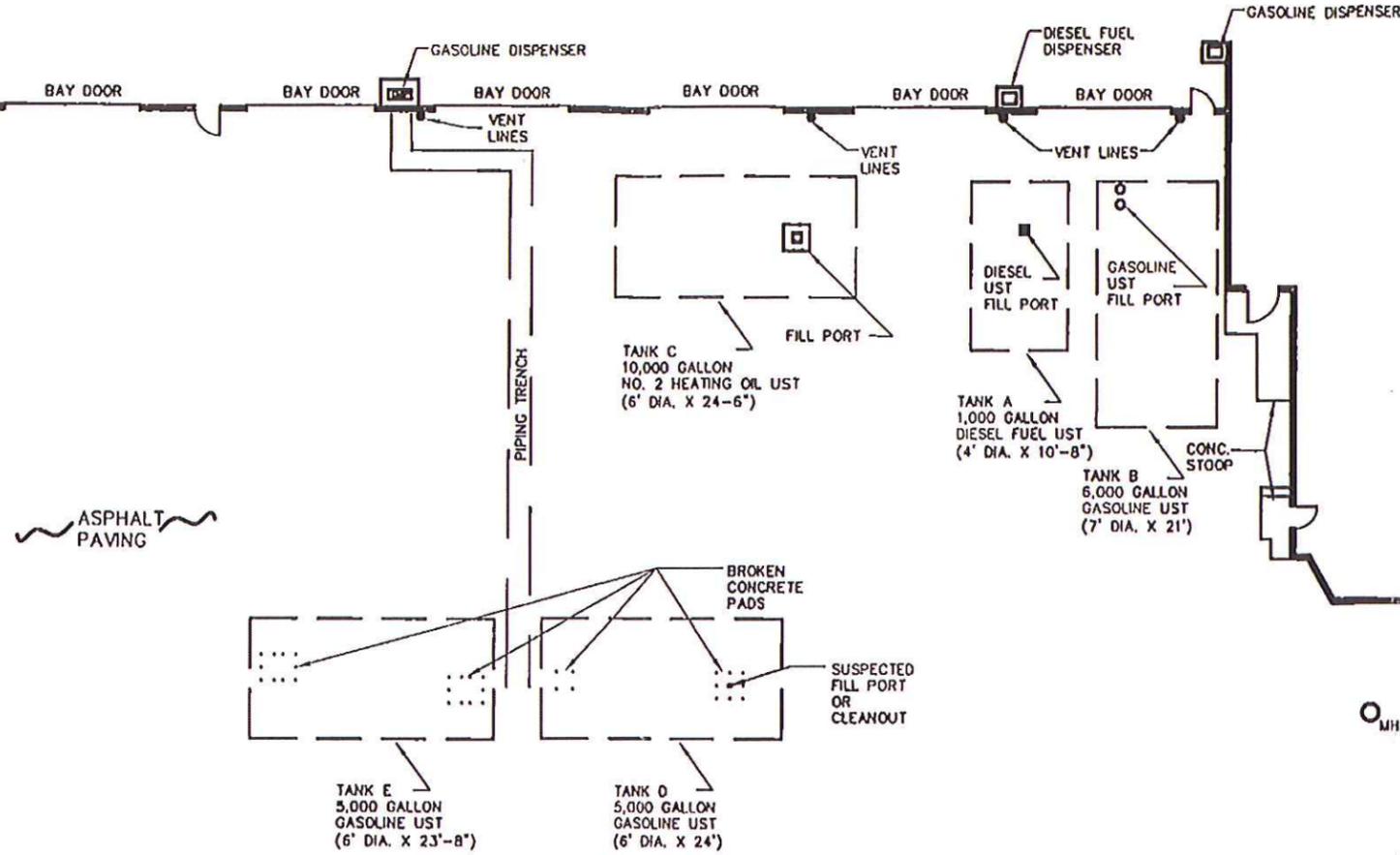
**SITE
LOCATION**

	PENNONI ASSOCIATES INC. 20 COMMERCE DRIVE SUITE 350 CRANFORD, NJ 07018	JOB No.	DRAWN BY:	SCALE:	FIGURE No.
		TWNY0701	AWZ	NTS	1
		DATE:	CHECKED BY:	TITLE:	
		9/21/2007	SL	SITE LOCATION MAP Westhaven, New Jersey USGS 7.5-minute Series Topographic Quadrangle 1900	
DPW GARAGE 6201-6215 BROADWAY TOWN OF WEST NEW YORK, HUDSON COUNTY, NEW JERSEY				NORTH 	

DEPARTMENT OF PUBLIC WORKS GARAGE

63rd STREET

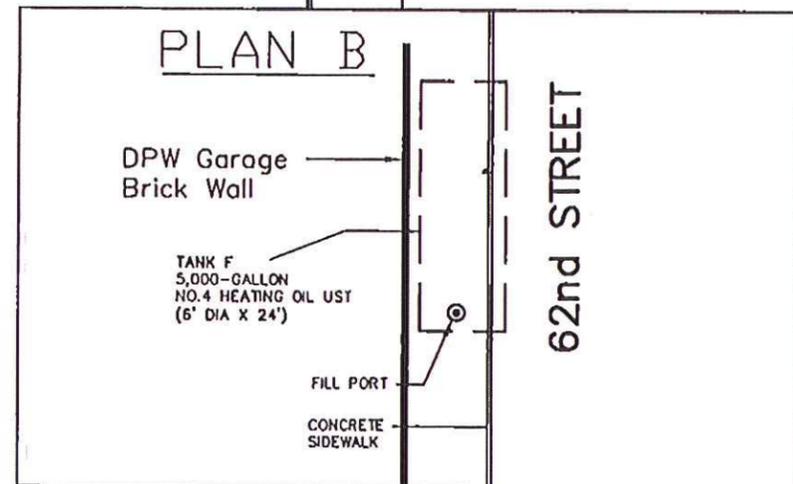
CONCRETE SIDEWALK



CONCRETE SIDEWALK

62nd STREET

PLAN B
APPROXIMATELY
125 FT



NOTE:

- REMOVAL OF UST'S INCLUDD REMOVAL OF ALL ASSOCIATED PIPING, VENT LINES, & DISPENSERS.

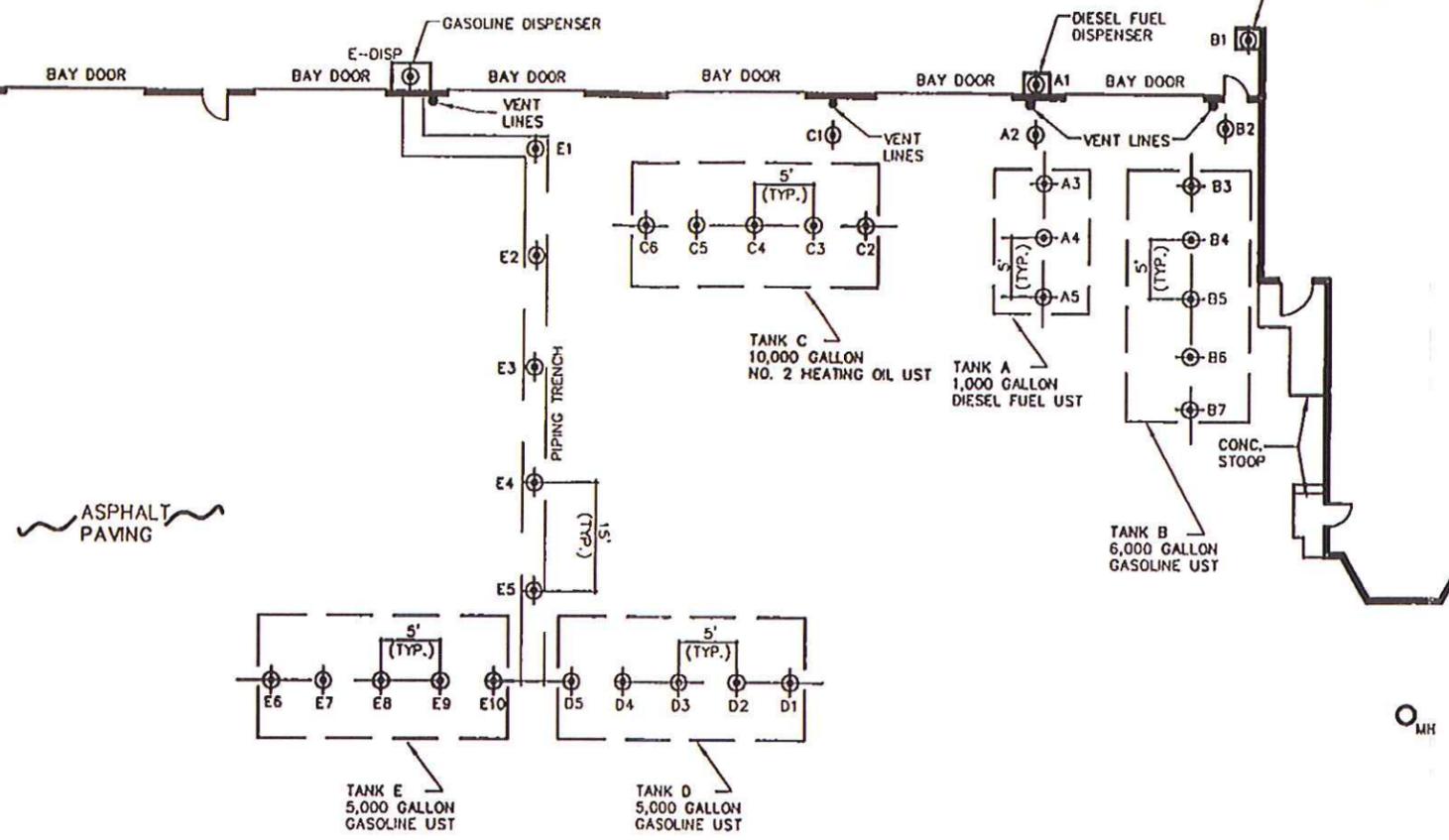
Pennoni Associates Inc. 20 Commerce Drive Cranford, NJ 07016		UST LOCATION PLAN		NORTH SCALE: 1"=20' FIGURE No. 2
		TOWN OF WEST NEW YORK DEPARTMENT OF PUBLIC WORKS GARAGE 6201-6215 BROADWAY		
JOB No. TWNY 0701	DRAWN BY: AWZ	CHECKED BY: SL	DATE: 8/28/07	

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INSURED OR REPRESENTED TO BE SUITABLE FOR USE BY OTHERS OR EXTENDED TO THE PROJECT OR IN ANY OTHER PROJECT. ANY USE WITHOUT WRITTEN MODIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED SHALL BE AT OWNERS RISK. PENNONI ASSOCIATES AND OWNER SHALL HOLD PENNONI ASSOCIATES AND OWNER HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATING TO THIS PROJECT.

DEPARTMENT OF PUBLIC WORKS GARAGE

63rd STREET

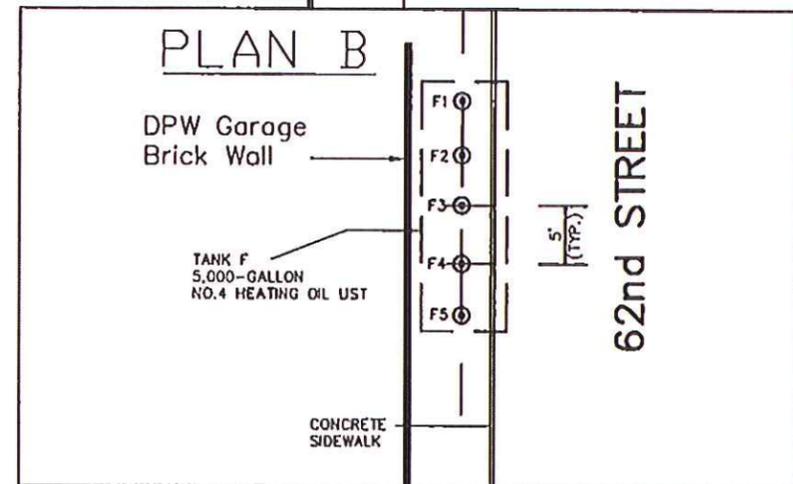
CONCRETE SIDEWALK



CONCRETE SIDEWALK

62nd STREET

PLAN B
APPROXIMATELY
125 FT



PROPERTY LINE



Pennoni Associates Inc. 20 Commerce Drive Cranford, NJ 07016		SOIL SAMPLES LOCATION PLAN		NORTH
		TOWN OF WEST NEW YORK DEPARTMENT OF PUBLIC WORKS GARAGE 6201-6215 BROADWAY		
JOB No. TWN Y 0701	DRAWN BY: AWZ	CHECKED BY: SL	DATE: 8/28/07	SCALE: 1"=20'
				FIGURE No. 3

APPENDIX A

NJDEP CLOSURE - NOTICE OF INTENT UNDERGROUND STORAGE TANK SYSTEM

SLEVITCH

Version 5.6.7 ID: 90256

Facility Name: TOWN OF WEST NEW YORK DPW GARAGE [help](#) [1 main menu](#) [1 logout](#)

-->



New Jersey Department of Environmental Protection
Division of Remediation Support
Bureau of Risk Management, Initial Notice and Case Assignment
PO Box 435
Trenton, NJ 08625-0435
(609)633-0708

CLOSURE - Notice of Intent Underground Storage Tank System

DEP Received Date: 04/16/2007

Earliest Start of Work Date: 04/30/2007

Expiration Date: 04/16/2008

TMS #: N07-5521

Activity #: UCL070001

Facility ID: 90256

Facility Name:

TOWN OF WEST NEW YORK DPW GARAGE

Facility Address:

62ND ST & BROADWAY
West New York Town
Hudson County

Decommission, close and conduct a site investigation for the UST(s) and all associated piping specified in this approval in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E.

The management of any excavated soils must follow the requirements listed in N.J.A.C. 7:14B-8.2.

Note: The UNDERGROUND STORAGE TANK SERVICES CERTIFICATION ACT, N.J.S.A. 58:10A-24, requires all services performed on an UST system for the purpose of complying with P.L.1986, c.102 to be performed by or under the immediate on-site supervision of a person certified by the Department for that service. The certified person providing that service must be employed by a business that is also

certified by the Department for that service.

Contact Person: Stuart Levitch

Telephone #: (908) 653-0889

This Permit must be displayed at the Site during the Approved Activity and must be made available for inspections at all times.

The above listed facility is hereby granted approval to perform the attached activities in accordance with N.J.A.C. 7:14b-1 et. seq.

5988588



Rafael Rivera, Supervisor
 Bureau of Risk Management, Initial Notice and Case
 Assignment

TMS #: N07-5521

Facility ID: 90256

The closure of the following:

Tank No.	Length of Piping (ft)	Tank Size (gallons)	Tank Contents
E1	1-15	5000	Leaded Gasoline
E2	1-15	1000	Leaded Gasoline
E3	1-15	10000	Heating Oil (No. 2)
E4	1-15	1000	Medium Diesel Fuel (No. 2-D)
E5	1-15	5000	Unleaded Gasoline
E6	1-15	6000	Heating Oil (No. 4)

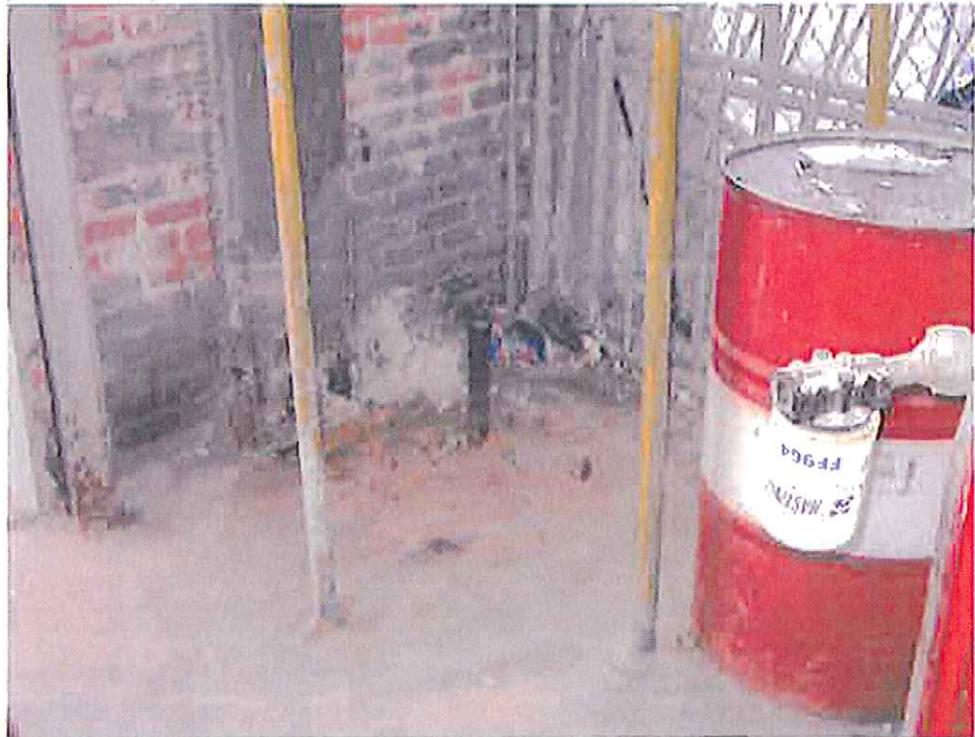
Return

APPENDIX B

SITE PHOTOGRAPHS



UST A – 1,000 Gallon Diesel Fuel Tank



UST A – Diesel Fuel Dispenser Location



UST B – 6,000 Gallon Gasoline Tank



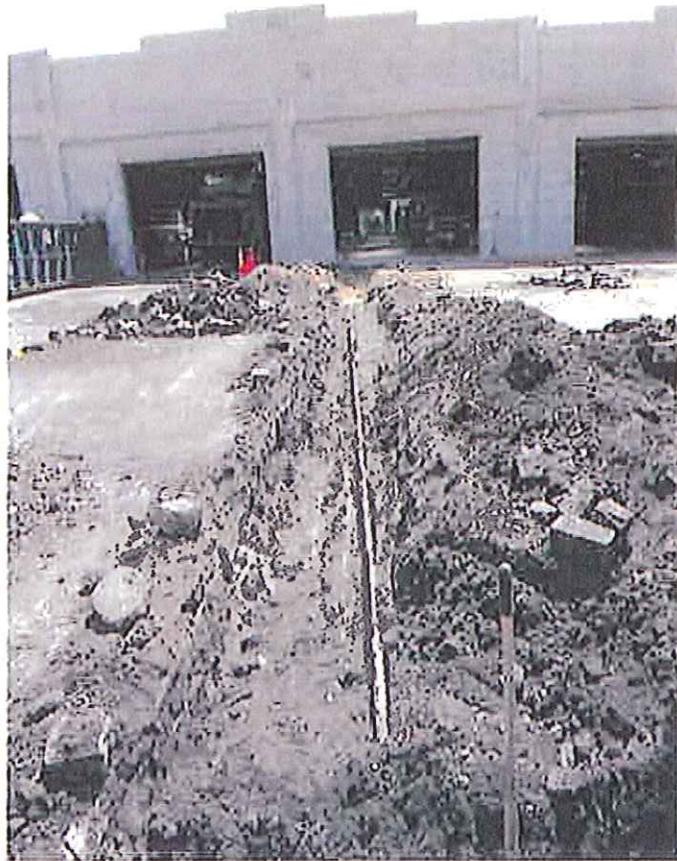
UST B – Gasoline Dispenser Location



UST C – 10,000 Gallon No. 2 Heating Oil Tank



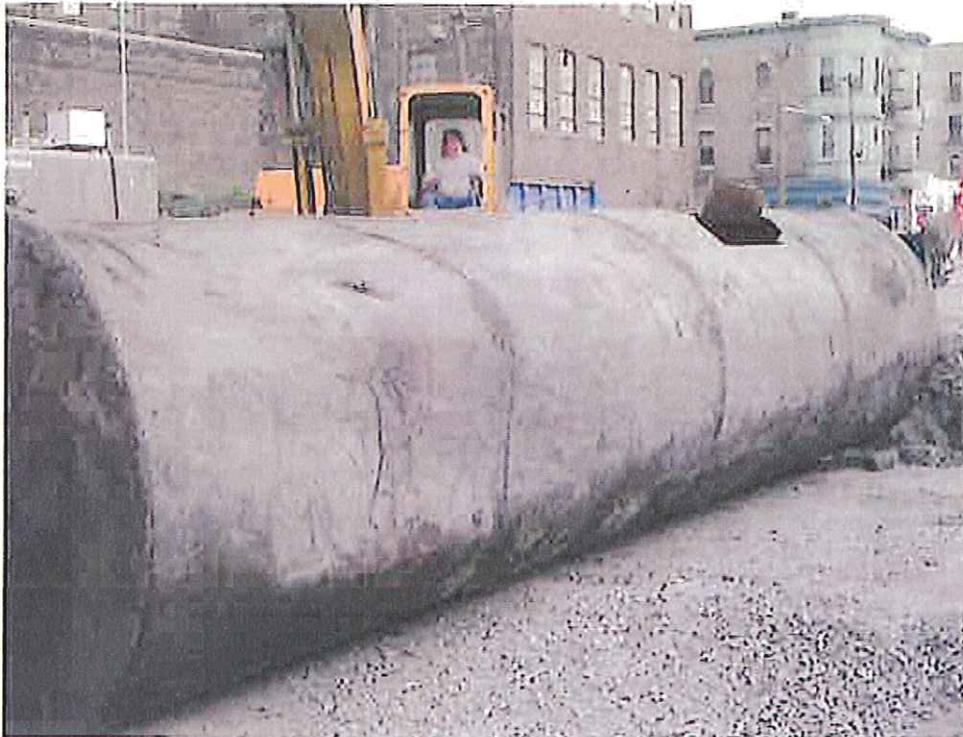
UST C – Compaction With Remote Controlled Compactor



UST E and UST D Piping Trench



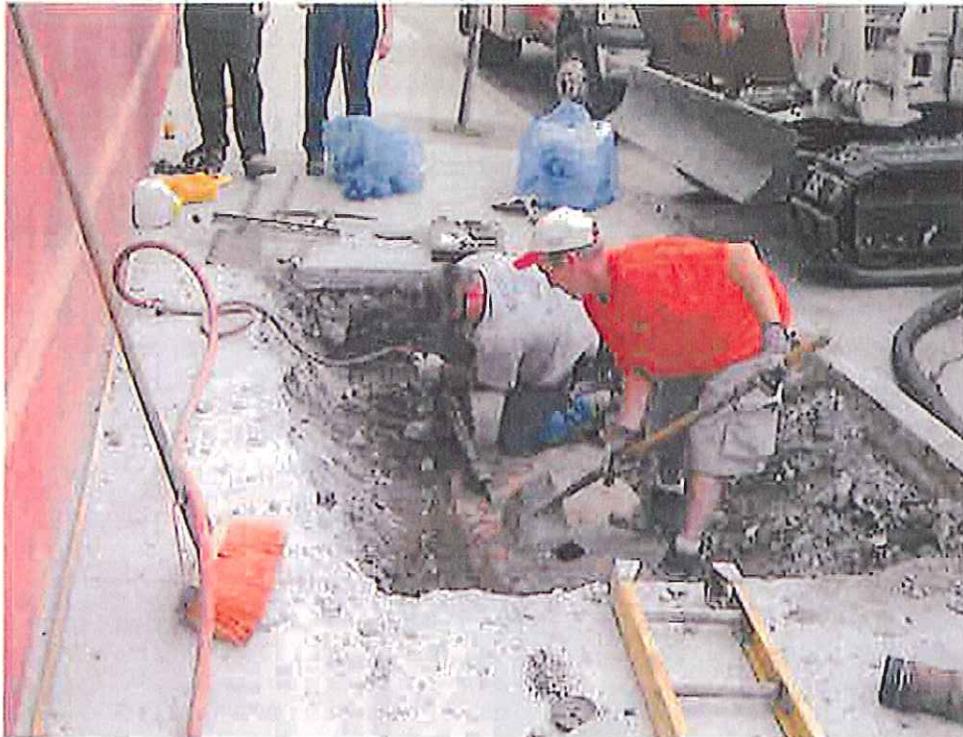
UST E and UST D Dispenser Area



UST D – 5,000 Gallon Gasoline Tank



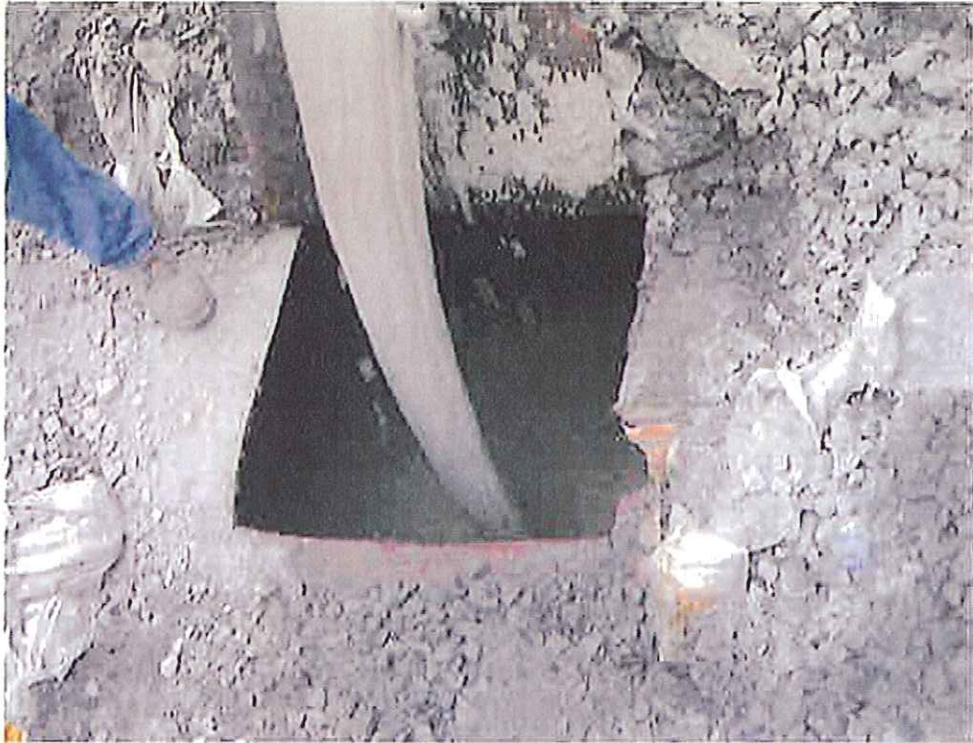
UST E – 5,000 Gallon Gasoline Tank



UST F – 6,000 Gallon No. 4 Heating Oil Tank



UST F – Typical Sample Location in Bottom of Tank



UST F – Filling of UST with Concrete Slurry



UST F – Final Closure in Place with Concrete Slurry

APPENDIX C

USTS AND RESIDUAL LIQUIDS DISPOSAL DOCUMENTATION

DATE RECEIVED

8/14/07

DEPENDABLE IRON & METAL CO., INC
P.O. BOX 1012 • RAHWAY, N.J. 07065

SCALE RECEIVING TICKET NO.

No 175768

CORNER OF RODGERS ST. & LEESVILLE AVE. • RAHWAY, N.J. (732) 382-7715

VENDOR NAME	C		VENDOR NUMBER	INVENTORY CODE	
PRODUCT DESCRIPTION	Tank				
PRODUCT NUMBER					
GROSS LBS.	43600				
TARE LBS.	36700				
NET LBS.	6900				
DEDUCTIONS					
GROSS TONS					
UNIT PRICE		PER		PER	PER
\$ AMOUNT	400	TERMS*		TERMS*	TERMS*
SELLERS' SIGNATURE FOR CASH RECEIVED					
*TERMS:	C=CASH	CK=CHECK	P=PAYABLE	O=OPEN	GRAND TOTAL
					400

REMITTANCE STATEMENT
IN FULL PAYMENT OF ITEMS LISTED BELOW

METAL MANAGEMENT NORTHEAST - INC.

NAP HS CHECK NO.

025796

T. SLACK ENVIRONMENTAL
Vendor # TSLA01

Date: 08/15/07
Check No: 025796

TICKET#	CD	COMMODITY	SHIP DT	GROSS	TARE	NET		RD SLACK	PRICE	UM	FRT	EXT	TOTAL AMT
TSFU66	3071	UPPD TANKS	08/15/07	32720	24280	8440	0		160.0000	GT		.00	602.86
VENDOR TSLA01 TOTALS (POUNDS):				32720	24280	8440			TOTAL AMOUNT DUE SUPPLIER:				602.86

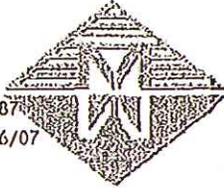
*10K Tank
WNY*

THE LIST OF PROHIBITED MATERIALS IS POSTED AT THE ENTRANCE OF ALL MTLM NE FACILITIES AND IS AVAILABLE IN PRINTED FORM AT ALL OF OUR SCALE ROOMS.

DETACH BEFORE DEPOSITING

CASHIERS SYSTEM

*** CASH RECEIPT ***



Metal Management Northeast, Inc

RECEIPT #: 231187
RECEIPT DATE: 08/16/07

Purchased From:
T. SLACK ENVIRONMENTAL
10 NORTH RIDGE WAY
WARREN NJ 07060

MTLM-NORTHEAST/HAPORANO-H.S.
P.O. BOX 5158
NEWARK NJ 07105

Veh # T SLACK I.D. # T SLACK

TICKET#	CD	COMMODITY	SHIP-DT	GROSS	TARE	NET	PRICE/UM	FRT	EXT	TOTAL	AMT.	
TSFX27	3071	UPPD TANKS	08/16/07	30100	24300	5800	0	T SLACK	160.0000	GT	.00	414.00

The list of prohibited materials is posted at the entrance of all MTLM NE facilities and is available in printed form at all of our scale rooms.

VENDOR: TSLAD1 TOTALS (POUNDS): 30100 24300 5800 TOTAL AMOUNT DUE SUPPLIER: 414.00

CASHIER SIGNATURE _____

GROSS TONS
2.5092

CUSTOMER SIGNATURE _____

Seller certifies that all refrigerant including but not limited to CFCs and HCFCs as defined in section 600 of the Clean Air Act that has not leaked previously have been recovered from appliances prior to delivery. Seller certifies that the material delivered does not contain PCB capacitors, mercury switches, fluids and any other material listed on Receivers list of prohibited scrap.

5000
W.M.I.

CASHIERS SYSTEM

*** CASH RECEIPT ***



Metal Management Northeast, Inc

RECEIPT #: 231278
RECEIPT DATE: 08/16/07

Purchased From:
T. SLACK ENVIRONMENTAL
10 NORTH RIDGE WAY
WARREN NJ 07060

MTLM-NORTHEAST/HAPORANO-II.S.
P.O. BOX 5158
NEWARK NJ 07105

Veh # SLACK RD I.D. # SLACK RD

TICKET#	CD	COMMODITY	SHIP DT	GROSS	TARE	NET		PRICE	UN	FRT	EXT	TOTAL AMT
TSFY71	3071	UPPD TANKS	08/16/07	29620	24300	5320	0					
								SLACK RD	160.0000	GT	.00	380.00

The list of prohibited materials is posted at the entrance of all MTLM NE facilities and is available in printed form at all of our scale rooms.

VENDOR: TSLA01 TOTALS (POUNDS): 29620 24300 5320 TOTAL AMOUNT DUE SUPPLIER: 380.00

CASHIER SIGNATURE _____

GROSS TONS
2.3750

CUSTOMER SIGNATURE _____

Seller certifies that all refrigerant including but not limited to CFCs and HCFCs as defined in section 608 of the Clean Air Act that has not leaked previously have been recovered from appliances prior to delivery. Seller certifies that the material delivered does not contain PCB capacitors, mercury switches, fluids and any other material listed on Receivers list of prohibited scrap.

3000

Mail Payment to:
 P.O. Box 2563
 Wayne, NJ 07474

Northern Ridge Enterprises, Inc.
T/A A & A Oil Recovery Co.
 (973) 709-1700

No 8522

N.J. DEP #19511
 NY DEC #NJ-528
 EPA #NJR000018028

130 Ryerson Ave. Suite 313
 Wayne, NJ 07470
 Fax 973-709-1703

Date: 8/13/07
 Manifest # _____
 Generator # _____

GENERATOR/LOCATION		BILL TO (IF DIFFERENT FROM LOCATION)	
NAME <u>DPLD (7:00)</u>		NAME <u>T. BLACK</u>	
DELIVERY ADDRESS <u>1001-15 BROADWAY</u>		DELIVERY ADDRESS	
CITY <u>WEST NEW YORK</u> STATE <u>NJ</u> ZIP <u>100</u>		CITY STATE ZIP	
PHONE NUMBER PURCHASE ORDER NUMBER		PHONE NUMBER PURCHASE ORDER NUMBER	
USA EPA NO. IF APPLICABLE		STATE ID NO.	

SERVICE SECTION						
DESCRIPTION	WASTE CODE	QUANTITY	UNIT OF MEASURE	PRICE	TAX	LINE TOTAL
USED OIL REMOVAL		3100	Gal			
OILY WATER DISPOSAL	<u>gcs</u>	100	"			
SLUDGE DISPOSAL		100	"			
DRUMS						
HAZARDOUS DISPOSAL						
VACTRUCK & OPERATOR						
PUMPERTRUCK & OPERATOR						
SERVICE CHARGE						
PERMIT FEES						
TANK INSTALLATION						
TANK ABANDONMENT						
TANK REMOVAL						
TANK CLEANING						
PUMP OUT						
OTHER <u>8:00-2:00</u>						
					SUB-TOTAL	

JOB DESCRIPTION
<u>1-1000</u>
<u>2-6000 * LARGE VAY</u>

GENERATOR /CUSTOMER (PRINT NAME)  GENERATOR /CUSTOMER (SIGNATURE)	SMALL QUANTITY GENERATOR CERTIFICATION I certify that my hazardous waste streams total less than 220 pounds (100kg) for this calendar month and that I am not required to obtain an EPA Identification number. GENERATOR'S INITIALS _____	PAYMENT METHOD: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE		SUB-TOTAL
		CHECK# _____		TAX
		CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD		DEPOSIT
		ACCT.#: _____		TOTAL
		EXP. DATE _____		PAYMENT RECEIVED
		SIGNATURE _____		

Mail Payment to:
 P.O. Box 2563
 Wayne, NJ 07474

Northern Ridge Enterprises, Inc.
 T/A **A & A Oil Recovery Co.**
 (973) 709-1700

No 8841

N.J. DEP #19511
 NY DEC #NJ-528
 EPA #NJR000018028

130 Ryerson Ave. Suite 313
 Wayne, NJ 07470
 Fax 973-709-1703

Date: 8/14/07
 Manifest # _____
 Generator # _____

GENERATOR/LOCATION				BILL TO (IF DIFFERENT FROM LOCATION)			
NAME <u>DPLE</u>				NAME <u>T. SLACK</u>			
DELIVERY ADDRESS <u>6001-15 Broadway</u>				DELIVERY ADDRESS _____			
CITY <u>West New York</u>		STATE <u>NJ</u>		CITY _____		STATE _____	
PHONE NUMBER _____		PURCHASE ORDER NUMBER _____		PHONE NUMBER _____		PURCHASE ORDER NUMBER _____	
USA EPA NO. IF APPLICABLE _____				STATE ID NO. _____			

DESCRIPTION	WASTE CODE	SERVICE SECTION		PRICE	TAX	LINE TOTAL
		QUANTITY	UNIT OF MEASURE			
USED OIL REMOVAL		5200	Gal.			
OILY WATER DISPOSAL		2000	ll			
SLUDGE DISPOSAL		200	ll			
DRUMS						
HAZARDOUS DISPOSAL						
VACTRUCK & OPERATOR						
PUMPERTRUCK & OPERATOR						
SERVICE CHARGE						
PERMIT FEES						
TANK INSTALLATION						
TANK ABANDONMENT						
TANK REMOVAL						
TANK CLEANING						
PUMP OUT						
OTHER						
<u>7100-3100</u>						SUB-TOTAL

JOB DESCRIPTION
<u>1-10,000</u>
<u>1-5,000</u>

GENERATOR /CUSTOMER (PRINT NAME) GENERATOR /CUSTOMER (SIGNATURE)	SMALL QUANTITY GENERATOR CERTIFICATION I certify that my hazardous waste streams total less than 220 pounds (100kg) for this calendar month and that I am not required to obtain an EPA Identification number. GENERATOR'S INITIALS _____	PAYMENT METHOD: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE CHECK# _____	SUB-TOTAL
		CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD ACCT.#: _____	TAX
		EXP. DATE _____	DEPOSIT
		SIGNATURE _____	TOTAL
			PAYMENT RECEIVED

Mail Payment to:
 P.O.Box 2563
 Wayne, NJ 07474

Northern Ridge Enterprises, Inc.
 T/A **A & A Oil Recovery Co.**
 (973) 709-1700

No 8850

N.J. DEP #19511
 NY DEC #NJ-528
 EPA #NJR000018028

130 Ryerson Ave. Suite 313
 Wayne, NJ 07470
 Fax 973-709-1703

Date: 8/15/07
 Manifest # _____
 Generator # _____

GENERATOR/LOCATION		BILL TO (IF DIFFERENT FROM LOCATION)	
NAME <u>DPLD</u>		NAME <u>T. SLACK</u>	
DELIVERY ADDRESS <u>2001-15 BROADWAY</u>		DELIVERY ADDRESS	
CITY <u>NEW YORK</u>	STATE <u>NJ</u>	CITY	STATE
PHONE NUMBER	PURCHASE ORDER NUMBER	PHONE NUMBER	PURCHASE ORDER NUMBER
USA EPA NO. IF APPLICABLE		STATE ID NO.	

DESCRIPTION	WASTE CODE	QUANTITY	UNIT OF MEASURE	PRICE	TAX	LINE TOTAL
USED OIL REMOVAL						
OILY WATER DISPOSAL	<u>GAS</u>	<u>3000</u>	<u>Gal.</u>			
SLUDGE DISPOSAL		<u>200</u>	<u>ll</u>			
DRUMS						
HAZARDOUS DISPOSAL						
VACTRUCK & OPERATOR						
PUMPERTRUCK & OPERATOR						
SERVICE CHARGE						
PERMIT FEES						
TANK INSTALLATION						
TANK ABANDONMENT						
TANK REMOVAL						
TANK CLEANING						
PUMP OUT						
OTHER						
<u>8100-231</u>						SUB-TOTAL

(JOB DESCRIPTION)

2-5000

GENERATOR/CUSTOMER (PRINT NAME) GENERATOR/CUSTOMER (SIGNATURE)	SMALL QUANTITY GENERATOR CERTIFICATION I certify that my hazardous waste streams total less than 220 pounds (100kg) for this calendar month and that I am not required to obtain an EPA Identification number. GENERATOR'S INITIALS _____	PAYMENT METHOD: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE		SUB-TOTAL
		CHECK# _____		TAX
		CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD		DEPOSIT
		ACCT.#: _____		TOTAL
		EXP. DATE: _____		PAYMENT RECEIVED
		SIGNATURE _____		

Mail Payment to:
 P.O. Box 2563
 Wayne, NJ 07474

Northern Ridge Enterprises, Inc.
 T/A **A & A Oil Recovery Co.**

No 8854

(973) 709-1700

130 Ryerson Ave. Suite 313
 Wayne, NJ 07470
 Fax 973-709-1703

Date: 8/16/07
 Manifest # _____
 Generator # _____

N.J. DEP #19511
 NY DEC #NJ-528
 EPA #NJR000018028

GENERATOR/LOCATION				BILL TO (IF DIFFERENT FROM LOCATION)			
NAME <u>J.P.W. (J.P.W.)</u>				NAME <u>T. SLACK</u>			
DELIVERY ADDRESS <u>15 PROADWAY</u>				DELIVERY ADDRESS			
CITY <u>1000</u>		STATE <u>NEW YORK</u>		CITY		STATE	
PHONE NUMBER		PURCHASE ORDER NUMBER		PHONE NUMBER		PURCHASE ORDER NUMBER	
USA EPA NO. IF APPLICABLE				STATE ID NO.			

SERVICE SECTION						
DESCRIPTION	WASTE CODE	QUANTITY	UNIT OF MEASURE	PRICE	TAX	LINE TOTAL
USED OIL REMOVAL		<u>1000</u>				
OILY WATER DISPOSAL						
SLUDGE DISPOSAL						
DRUMS						
HAZARDOUS DISPOSAL						
VACTRUCK & OPERATOR						
PUMPERTRUCK & OPERATOR						
SERVICE CHARGE						
PERMIT FEES						
TANK INSTALLATION						
TANK ABANDONMENT						
TANK REMOVAL						
TANK CLEANING						
PUMP OUT						
OTHER						
SUB-TOTAL						

JOB DESCRIPTION

GENERATOR /CUSTOMER (PRINT NAME) GENERATOR /CUSTOMER (SIGNATURE)	SMALL QUANTITY GENERATOR CERTIFICATION I certify that my hazardous waste streams total less than 220 pounds (100kg) for this calendar month and that I am not required to obtain an EPA identification number. GENERATOR'S INITIALS _____	PAYMENT METHOD: <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE		SUB-TOTAL
		CHECK# _____		TAX
		CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD		DEPOSIT
		ACCT.#: _____		TOTAL
		EXP. DATE _____		PAYMENT RECEIVED
		SIGNATURE _____		

APPENDIX E

CLEAN FILL CERTIFICATION AND RECEIPTS

WELDON MATERIALS, INC.
ENGINEERING DIVISION - TECHNICAL SERVICES
141 CENTRAL AVENUE, WESTFIELD, NJ 07090
(908) 233-4444 ext. 2288, FAX (908) 233-4215

August 20, 2007

T. Slack Environmental Services, Inc.
Fax: (908) 964-4244

Attn. Debbie

Reference: Dept. of Public Works
Town of West New York
6201-15 Broadway
West New York, NJ

Tickets #: 748147, 748145, 748328, 748329, 748682, 748601, 748676, 748608, 748971

Date of Purchase: 08/13/07, 08/14/07, 08/15/07, 08/16/07

Material: SCREENED FILL

To whom it may concern:

We certify that the aggregate purchased for the project in reference, is produced by Weldon Quarry Company, from sources of virgin granite indigenous to the region. These aggregates are free from contamination when stockpiled at our quarries in Hopatcong, New Jersey.

Our Quarry is located at:

Route 181
Hopatcong, NJ
Sussex County.
Block #: 1, Lot #: 70001

Sincerely,


RICARDO AROCHA
TECHNICAL SERVICES

WELDON MATERIALS, INC.
ENGINEERING DIVISION - TECHNICAL SERVICES
 141 CENTRAL AVENUE, WESTFIELD, NJ 07090
 (908) 233-4444 ext. 2288. FAX (908) 233-4215

August 20, 2007

T. Slack Environmental Services, Inc.
Fax: (908) 964-4244

Attn. Debbie

Reference: Dept. of Public Works
Town of West New York
6201-15 Broadway
West New York, NJ

Tickets #: 748149, 748722, 748719, 748977

Date of Purchase: 08/13/07, 08/15/07, 08/16/07

Material: NJDOT DGA/TYPE 5A

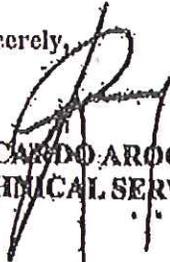
To whom it may concern:

We certify that the aggregate purchased for the project in reference, is produced by Weldon Quarry Company, from sources of virgin granite indigenous to the region. These aggregates are free from contamination when stockpiled at our quarries in Hopatcong, New Jersey.

Our Quarry is located at:

Route 181
Hopatcong, NJ
Sussex County.
Block #: 1, Lot #: 70001

Sincerely,



RICARDO AROCHA
TECHNICAL SERVICES

WELDON MATERIALS, INC.
ENGINEERING DIVISION - TECHNICAL SERVICES
141 CENTRAL AVENUE, WESTFIELD, NJ 07090
(908) 233-4444 ext. 2288, FAX (908) 233-4215

August 20, 2007

T. Slack Environmental Services, Inc.
Fax: (908) 964-4244

Attn: Debbie

Reference: Dept. of Public Works
Town of West New York
6201-15 Broadway
West New York, NJ

Ticket Numbers: 518942, 519080

Purchase Date: 08/13/07, 08/14/07

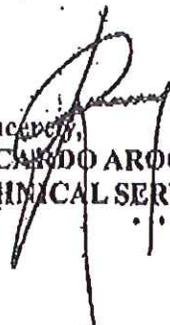
Material: NJDOT DGA/TYPE 5A

To whom it may concern:

We certify that the aggregate purchased for the project in reference is produced by Fanwood Crushed Stone Company, established and mining since 1907, from sources of virgin basalt indigenous to the region. These aggregates are free from contamination when stockpiled at our quarry in Watchung, New Jersey.

Our Quarry is located at:

1 New Providence Road
Watchung, NJ
Somerset County
Block #: 76.01, Lots #: 5 and 20

Sincerely,

RICARDO AROCHA
TECHNICAL SERVICES

TELE (877) 322-4300
PHONE (908) 322-7840
FAX (888) 322-2231

FANWOOD CRUSHED STONE

DIVISION OF WELDON MATERIALS, INC.
OFFICE-141 CENTRAL AVE., WESTFIELD, N.J.
(908)233-4444
Ready Mixed Concrete, Sand, Crushed Stone, Black Top

DATE
08/14/07
TIME
08:04

617811

MANUAL WEIGHTS
TICKET NO.

519080

TRUCK NO.

FROM: 634300/000
TED SLACK ENVIRONMENTAL
SERVICES, INC.
4 MARK ROAD SUITE A
NO. KENILWORTH NJ 07033

JOB: West NY

TRUCKER NAME:
SLACK SA

PRODUCT CODE	PRODUCT	AMOUNT	UNIT PRICE	EXTENSION
1	NJDOT DGA/TYP 5A	GROSS WGT. 20.65 TARE WGT. 8.17 NET WGT. 12.48		
QTY:	ACCUM. AMOUNT	12.48 TONS		
LOCATION WHERE WEIGHED:				
SHIPMASTER NAME:				
I'D BY & AGREE TO ALL TERMS (FRONT & BACK):		DRIVER NAME:		

IFS - 131



2

DISPATCH
TELE (877) 322-4300
PHONE (908) 322-7840
FAX (888) 322-2231

FANWOOD CRUSHED STONE CO.

DIVISION OF WELDON MATERIALS, INC.
OFFICE-141 CENTRAL AVE., WESTFIELD, N.J.
(908)233-4444
Ready Mixed Concrete, Sand, Crushed Stone, Black Top

DATE
08/13/07
TIME
12:23

617678

MANUAL WEIGHTS
TICKET NO.

518942

TRUCK NO.

FROM: 634300/000
TED SLACK ENVIRONMENTAL
SERVICES, INC.
4 MARK ROAD SUITE A
NO. KENILWORTH NJ 07033

JOB: West NY

TRUCKER NAME:
SLACK SA

PRODUCT CODE	PRODUCT	AMOUNT	UNIT PRICE	EXTENSION
A	NJDOT DGA/TYP 5A	GROSS WGT. 20.36 TARE WGT. 8.13 NET WGT. 12.23		
QTY:	ACCUM. AMOUNT	12.23 TONS		
LOCATION WHERE WEIGHED:				
SHIPMASTER NAME:				
I'D BY & AGREE TO ALL TERMS (FRONT & BACK):		DRIVER NAME:		

MFS - 131

2



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/13/2007 TICKET NO.: 748147

SOLD TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 623
RF TAG: WEL0000068

GROSS:	78900
STORED TARE :	27880
NET WEIGHT:	52020
NET TONS :	26.01
METRIC TONS:	23.60
LOADS TODAY:	2
TONS TODAY :	52.18

748147

DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748147
TIME OUT : 13:16
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/13/2007 TICKET NO.: 748145

SOLD TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 702
RF TAG: WEL0000069

GROSS:	80960
STORED TARE :	28620
NET WEIGHT:	52340
NET TONS :	26.17
METRIC TONS:	23.74
LOADS TODAY:	1
TONS TODAY :	26.17

748145

DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748145
TIME OUT : 13:09
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/14/2007 TICKET NO.: 748328

SOL TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 629
RF TAG: WEL0000068

GROSS:	79060
TARE :	27800
NET WEIGHT:	51160
NET TONS :	25.59
METRIC TONS:	23.22
LOADS TODAY:	1
TONS TODAY :	25.59

748328



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748328
TIME OUT : 10:03
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/13/2007 TICKET NO.: 748149

SOLD TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: DGAH
NJDOT DGA/TYPE 5A HOPATCO

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 501
RF TAG: WEL0000051

GROSS:	78000
STORED TARE :	29000
NET WEIGHT:	49000
NET TONS :	24.50
METRIC TONS:	22.23
LOADS TODAY:	1
TONS TODAY :	24.50

748149



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748149
TIME OUT : 13:21
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748722

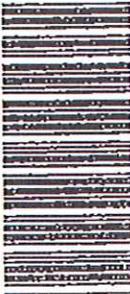
SOLD TO: 634300 TED SLACK ENVIRONMENTAL
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: DGAH
NJDOT DGA/TYPE 5A HOPATCO

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003310
MAHEDY JR., DANIEL TRK.
TRUCK : 623
RF TAG: WEL000068

GROSS:	79580
STORED TARE :	27700
NET WEIGHT:	51880
NET TONS :	25.94
METRIC TONS:	23.53
LOADS TODAY:	2
TONS TODAY :	51.77

748722



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748722
TIME OUT : 13:06
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/14/2007 TICKET NO.: 748329

SOLD TO: 634300 TED SLACK ENVIRONMENTAL
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003310
MAHEDY JR., DANIEL TRK.
TRUCK : 501
RF TAG: WEL000051

GROSS:	80920
TARE :	29040
NET WEIGHT:	51880
NET TONS :	25.94
METRIC TONS:	23.53
LOADS TODAY:	2
TONS TODAY :	51.53

748329



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748329
TIME OUT : 10:04
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748682

SOLD TO: 634300 TED SLACK ENVIRONMENTAL
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 001599
V. CANFIELD TRUCKING
TRUCK : 567
RF TAG: WEL000294

GROSS:	79640
STORED TARE :	28740
NET WEIGHT:	50900
NET TONS :	25.45
METRIC TONS:	23.09
LOADS TODAY:	4
TONS TODAY :	101.40

748682



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748682
TIME OUT : 11:45
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748719

SOLD TO: 634300 TED SLACK ENVIRONMENTAL
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: DGAH
NJDOT DGA/TYPE 5A HOPATCO

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 501
RF TAG: WEL000051

GROSS:	80540
STORED TARE :	28880
NET WEIGHT:	51660
NET TONS :	25.83
METRIC TONS:	23.43
LOADS TODAY:	1
TONS TODAY :	25.83

748719



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748719
TIME OUT : 13:03
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748601

SOLD TO: 634300 TED SLACK ENVIRONMENTF
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 001599
V. CANFIELD TRUCKING
TRUCK : 567
RF TAG: WEL0000294

GROSS: 78500
STORED TARE : 28680
NET WEIGHT: 49820
NET TONS : 24.91
METRIC TONS: 22.60
LOADS TODAY: 1
TONS TODAY : 24.91

748601



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748601
TIME OUT : 08:34
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748676

SOLD TO: 634300 TED SLACK ENVIRONMENTF
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003310
MAHEDY JR., DANIEL TRK.
TRUCK : 629
RF TAG: WEL0000065

GROSS: 80000
STORED TARE : 28480
NET WEIGHT: 51520
NET TONS : 25.76
METRIC TONS: 23.37
LOADS TODAY: 3
TONS TODAY : 75.95

748676



DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748676
TIME OUT : 11:35
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/16/2007 TICKET NO.: 748977

SOLD TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: DGAH
NJDOT DGA/TYPE 5A HOPATCO

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003801
J. OCAMPO TRUCKING INC.
TRUCK : 921
RF TAG: WEL0000691

GROSS: 80800
TARE : 27420
NET WEIGHT: 53380
NET TONS : 26.69
METRIC TONS: 24.21
LOADS TODAY: 1
TONS TODAY : 26.69

DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748977
TIME OUT : 11:02
CLERK : PAMS
LICENSE : 24257 EXP. 0309



LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/15/2007 TICKET NO.: 748608

SOLD TO: 634300 TED SLACK ENVIRONMENT
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
908-347-9831 BOBBY

HAULER: 003318
MAHEDY JR., DANIEL TRK.
TRUCK : 629
RF TAG: WEL000065

GROSS: 79040
STORED TARE : 20480
NET WEIGHT: 50560
NET TONS : 25.20
METRIC TONS: 22.93
LOADS TODAY: 2
TONS TODAY : 50.19

DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748608
TIME OUT : 08:45
CLERK : PAMS
LICENSE : 24257 EXP. 0309

748977

748608


weldon quarry co.

LAKE HOPATCONG QUARRY
PHONE: (973) 663-2010

DATE: 08/16/2007 TICKET NO.: 748971

SOLD TO: 634300 TED SLACK ENVIRONMENTAL
JOB NO.: 100
WEST NEW YORK
P.O. NO:
MATERIAL CODE: SFH
SCREENED FILL -HOPATCONG

DELIVERY INFO:
6201-15 BROADWAY
WEST NEW YORK
OFF PARK AVENUE
900-347-9831 BOBBY

HAULER: 001599
V. CANFIELD TRUCKING
TRUCK : 587
RF TAG: WEL0000294

GROSS:	76120
TARE :	28500
NET WEIGHT:	47620
NET TONS :	23.81
METRIC TONS:	21.60
LOADS TODAY:	1
TONS TODAY :	23.81

748971

DRIVER'S SIGNATURE:

CUSTOMER'S SIGNATURE:

TICKET NO. : 748971
TIME OUT : 10:52
CLERK : PAMS
LICENSE : 24257 EXP. 0309

APPENDIX F

UST F CLOSURE IN PLACE DOCUMENTATION



Control No. 766463

1-800-822-7242

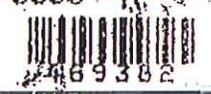
475 Market Street
Elmwood Park, NJ 07407
(201) 797-7979

PLANT LOCATIONS/ NEW JERSEY: BERNARDSVILLE, BOGOTA, CEDAR BRIDGE, E. NEWARK, GLEN GARDNER, HAMBURG, JERSEY CITY, MT. HOPE, RIVERDALE, ROSELAND, SECAUCUS
NEW YORK: WEST NYACK

<p>WARNING IRRITATION TO THE SKIN AND EYES</p> <p>contains Portland Cement. Wear rubber boots and gloves. PROLONGED CONTACT MAY CAUSE BURNS. Avoid contact with eyes and prolonged contact with skin. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention. KEEP CHILDREN AWAY. CONCRETE IS A PERISHABLE COMMODITY AND BECOMES THE PROPERTY OF THE PURCHASER UPON LEAVING THE PLANT. ANY CHANGES OR CANCELLATION OF ORIGINAL INSTRUCTIONS MUST BE TELEPHONED TO THE OFFICE BEFORE LOADING STARTS.</p> <p>Undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collection any sums owed.</p> <p>Accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.</p> <p>Not responsible for Reactive Aggregate of Color Quality. No claim allowed unless made at time material is delivered.</p> <p>\$30.00 Service Charge will be collected on all returned checks. Excess holding time charged.</p>	<p>WE DO NOT GUARANTEE FINISHED RESULTS OBTAINED FROM THIS LOAD OF CONCRETE AS MANY IMPORTANT FACTORS AFFECTING THE ULTIMATE QUALITY OF THE COMPLETED JOB ARE OUT OF OUR CONTROL.</p> <p>ESTIMATED DELIVERY SCHEDULES WILL BE MAINTAINED TO THE BEST OF OUR ABILITY, BUT WE WILL NOT CONSIDER ANY CLAIMS FOR DAMAGES FOR FAILURE TO DO SO.</p> <p>PLEASE NOTE: THIS LOAD OF CONCRETE IS PRODUCED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR READY-MIX CONCRETE AS PER ANY DESIGN MATERIALS, IMPROPER FINISHING AND LACK OF CURING WILL CAUSE DAMAGE OR A DECREASE IN STRENGTH.</p> <p>PROPERTY DAMAGE RELEASE (To be signed at delivery to be made outside plant limits.) Only Customer - The driver of the vehicle is permitted to sign this release for you. It is the responsibility of the driver to read this release and to sign it. It is the responsibility of the driver to ensure that the release is signed by the proper person. It is the responsibility of the driver to ensure that the release is signed by the proper person. It is the responsibility of the driver to ensure that the release is signed by the proper person.</p>	<p>Excessive Water Is Detrimental to Concrete Performance. H₂O Added by Request / Authorized By:</p> <p>GAL X</p> <p>NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED WHEN DELIVERING INSIDE CURB LINE AND AGREE TO THE TERMS AND CONDITIONS ON REVERSE SIDE. TIME IN EXCESS OF FREE TIME WILL BE CHARGED AT CURRENT OVER TIME RATE. P.O.D. DELIVERY MUST BE PAID TO DRIVER IN ADVANCE AND ACCEPTING THE LOAD BY SIGNING THIS DELIVERY RECEIPT BEFORE POURING.</p> <p>LOAD RECEIVED BY <i>Erick Alvarez</i></p>
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DATE	TICKET #	ORDER #	PLANT #	TRUCK #	DRIVER	SALE TYPE	PAYMENT
12-11-18	625102	41	10	360	DARIUS, J	ORDERED FOR	RECEIVED
						USE	SLUMP TEST CLY.

SOLD TO: 20121 TED SLACK ENVIRONMENTAL SERVICE
PROJECT: 20121100 NEW JERSEY
DELIVERY ADDRESS: WEST NEW YORK - 6201-15 BROADWAY
INSTRUCTIONS: AT D/W GARAGE



LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
10.00	10.00	20.00	0010107	FLOWABLE FILL		
10.00			46	ENVIRONMENTAL CHARGE		
1.00			4TX	FUEL SURCHARGE		
				COLD WEATHER CONCRETE TRUCKING CHARGE		
SUB TOTAL		TAX	TOTAL	RUNNING TOTAL	WAITING TIME CHARGE	
LOAD	LEAVE PLANT	ARRIVE JOB SITE	FINISH UNLOADING	LEAVE JOB SITE	ARRIVE PLANT	TAX
12:18	1:35	2:00				PAY THIS AMOUNT

origin Late Aggregate Zero Cement Zero Source



Eastern Concrete Materials, Inc.

a US Concrete Company

Control No. **769979**

1-800-822-7242

475 Market Street
Elmwood Park, NJ 07407
(201) 797-7979

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NEW YORK: WEST NYACK

<p>WARNING IRRITATION TO THE SKIN AND EYES</p> <p>Contains Portland Cement. Wear rubber boots and gloves. PROLONGED CONTACT MAY CAUSE BURNS. Avoid contact with eyes and prolonged contact with skin. In case of contact with skin or eyes, flush thoroughly with water. If irritation persists, get medical attention. KEEP CHILDREN AWAY. CONCRETE IS A PERISHABLE COMMODITY AND BECOMES THE PROPERTY OF THE PURCHASER UPON LEAVING THE PLANT. ANY CHANGES OR CANCELLATION OF ORIGINAL INSTRUCTIONS MUST BE TELEPHONED TO THE OFFICE BEFORE LOADING STARTS.</p> <p>The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collection any sums owed.</p> <p>All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.</p> <p>Not responsible for Reactive Aggregate of Color Quality. No claim allowed unless made at time material is delivered.</p> <p>A \$30.00 Service Charge will be collected on all returned checks. Excess waiting time charged.</p>	<p>WE DO NOT GUARANTEE FINISHED RESULTS OBTAINED FROM THIS LOAD OF CONCRETE AS MANY IMPORTANT FACTORS AFFECTING THE ULTIMATE QUALITY OF THE COMPLETED JOB ARE OUT OF OUR CONTROL. ESTIMATED DELIVERY SCHEDULES WILL BE MAINTAINED TO THE BEST OF OUR ABILITY, BUT WE WILL NOT CONSIDER ANY CLAIMS FOR DAMAGES FOR FAILURE TO DO SO.</p> <p>PLEASE NOTE: THIS LOAD OF CONCRETE IS PRODUCED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR READY MIX CONCRETE AS IN ANY OF OUR MATERIALS. SUPERIOR FINISHING AND LACK OF CURING WILL CAUSE DAMAGE OR A DECREASE IN STRENGTH.</p> <p>PROPERTY DAMAGE RELEASE TO BE SIGNED BY DRIVER TO BE MADE AND CURBED.</p> <p>Dear Customer - The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of the truck may possibly cause damage to the premises and/or adjacent property if the driver is not careful in the way the truck is driven. It is our wish to help you in every way that we can, but in order to do this we desire to receive your signature on this RELEASE relieving us and the driver from any responsibility for any damage that may occur to the premises and/or adjacent property, including walks, drive ways, curbs, etc., by the delivery of this material. And that you also agree to hold him harmless from the wheels of his vehicle so that he will not be held liable for any damage that may occur to the premises and/or adjacent property. This property is the property of the driver. If you do not agree to this RELEASE, please do not sign it. If you do sign it, you agree to hold us and the driver harmless from any damage that may occur to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this load.</p>	<p>Excessive Water is Detrimental to Concrete Performance. H₂O Added by Request / Authorized By:</p> <p>GAL X _____</p> <p>NOTICE: MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE HEALTH WARNING NOTICE AND SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED WHEN DELIVERING INSIDE CURBS LINES AND AGREE TO THE TERMS AND CONDITIONS ON REVERSE SIDE. TIME IN EXCESS OF FREE TIME WILL BE CHARGED AT CURRENT DELAY RATE. ALL C.O.D. DELIVERIES MUST BE PAID TO DRIVER IN ADVANCE AND ACCEPTING THE LOAD BY SIGNING THIS DELIVERY RECEIPT BEFORE POURING.</p> <p>LOAD RECEIVED BY <i>Erick Alvarez</i></p>
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DATE	TICKET #	ORDER #	PLANT #	TRUCK #	DRIVER	SALE TYPE	PAYMENT
04/11/08	469390	41	01	394	NIKE, A		
SOLD TO: 28121 TED SLACK ENVIRONMENTAL SERVICE						ORDERED FOR	P.O. #
PROJECT: 28121 WEST NEW YORK - 6201 -15 BROADWA						14:14	
DELIVERY ADDRESS: AT DPW GARAGE						USE	SLUMP TEST CLY.
INSTRUCTIONS:							0.00



LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
10.00	20.00	20.00	10010107	FLOWABLE FILL		
10.00		0.00	46	ENVIRONMENTAL CHARGE		
1.00		0.00	44TX	FUEL SURCHARGE		
SUB TOTAL				TAX	TOTAL	RUNNING TOTAL
						WAITING TIME CHARGE
LOAD	LEAVE PLANT	ARRIVE JOB SITE	FINISH UNLOADING	LEAVE JOB SITE	ARRIVE PLANT	TAX
13:35	2:05	2:40	3:00	3:10		PAY THIS AMOUNT

