

1. Conference Meeting Agenda

Documents:

[CA 9.4.18.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 9.4.18.PDF](#)

3. Resolution(S)

3.I. 192-18

Documents:

[192-18 EXHIBIT - FIRST AMENDMENT TO INTERIM REDEVELOPMENT AGREEMENT BETWEEN TOWNSHIP OF WEST ORANGE AND THE ALPERT GROUP LLC.PDF](#)
[192-18 FIRST AMEND. TO INTERIM RED. AGMT. - ALPERT GROUP.PDF](#)

3.II. 193-18

Documents:

[193-18 RESOLUTION REGARDING VALLEY ROAD STORM EASEMENT.PDF](#)

3.III. 194-18

Documents:

[194-18DISCHARGE RESOLUTION-58 SEAMAN ROAD-LEE-9.4.18.PDF](#)
[194-18 ATTACHMENT - DISCHARGE DOCUMENT-58 SEAMAN ROAD-LEE-9.4.18.PDF](#)

3.IV. 195-18

Documents:

[195-18 RAFFLE LICENSES 9.4.18.PDF](#)

3.V. 196-18

Documents:

[196-18 - 9.4 HOMESTEAD REBATE REFUND RESOLUTION.PDF](#)

3.VI. 197-18

Documents:

[197-18 SPECIAL ASSESSMENT OVERPAYMENT RESOLUTION.PDF](#)

3.VII. 198-18

Documents:

[198-18 DUPLICATE PAYMENT RESOLUTION 3RD QTR. 2018.PDF](#)

3.VIII. 199-18

Documents:

[199-18 DEDUCTIONS GRANTED RESOLUTION.PDF](#)

3.IX. 200-18

Documents:

[200-18 SUPPORTING ELECTRIFY JERSEY COALITION AND SUPPORTING ADOPTION OF CLEAN CAR STANDARDS.PDF](#)

3.X. 201-18

Documents:

[201-18 TAX APPEAL - RICHMOND TOWERS.PDF](#)

3.XI. 202-18

Documents:

[202-18 AUTHORIZING EDWARD BYRNNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION.PDF](#)
[202-18 EXHIBIT A - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION.PDF](#)

3.XII. 203-18

Documents:

[203-18 AWARD OF CONTRACT TO PURCHASE A 544L WHEELER LOADER THROUGH THE SOURCEWELL COOPERATIVE 2018.PDF](#)
[203-18 ATTACHMENT A - JESCO RESOLUTION 2018.PDF](#)

3.XIII. 204-18

Documents:

[204-18 TAX COURT RESOLUTION 9.4.18.PDF](#)
[204-18 ATTACHMENT.PDF](#)

3.XIV. 205-18

Documents:

[205-18 EXHIBIT TO RESOLUTION AUTHORIZING ADMINISTRATIVE CONSENT ORDER.PDF](#)
[205-18 AUTHORIZING EXECUTION OF ADMINISTRATIVE CONSENT ORDER](#)

WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR
MATERIALS ON SELECT~.PDF

3.XV. 206-18

Documents:

206-18 AUTHORIZING TEMPORARY EXTENSION OF CONTRACT TO
RELIABLE WOOD FOR OPERATION OF RECYCLING CENTER.PDF
206-18 EXHIBIT TO RESOLUTION AUTHORIZING TEMPORARY EXTENSION
OF CONTRACT WITH RELIABLE WOOD FOR OPERATION OF RECYCLING
CENTER.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2548-18

Documents:

2548-18 ORDINANCE REGARDING REQUIRED FIRE INSPECTION
PURSUANT TO N.J. FIRE CODE AND EXCEPTION.PDF

4.II. 2549-18

Documents:

2549-18 ORDINANCE ADOPTING REDEVELOPMENT PLAN FOR
EXECUTIVE DRIVE AND ESSEX GREEN PROPERTIES.PDF
2549-18 EXHIBIT TO ORDINANCE ADOPTING REDEVELOPMENT PLAN
FOR ESSEX GREEN AND EXECUTIVE DRIVE PROPERTIES.PDF

5. Ordinances On First Reading

5.I. 2550-18

Documents:

2550-18 STOP SIGN - OVERLOOK AVENUE AND RIDGEVIEW AVENUE-
FERRIS DR AND STANFORD AVE.PDF

5.II. 2551-18

Documents:

2551-18 HANDICAPPED SPACE 89 ASHLAND AVE..PDF

CONFERENCE MEETING AGENDA-REVISED
Council Chambers – 66 Main Street, West Orange, NJ

Tuesday, September 4, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino, Councilman Krakoviak, Council President McCartney (Mayor Parisi)

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6:30 P.M

- **Commendations – West Orange PAL Spring Travel Baseball Teams – 8U, 9U, 10U and 14U**
- **Council Discussion – 2019 Township Council Meeting Dates**
- **Update – Redevelopment**
- **Council Liaison Announcements**

7:00 P.M.

- **Public Meeting**

PUBLIC MEETING AGENDA

Township of West Orange

66 Main Street – 7:00 p.m.

September 4, 2018

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on October 25, 2017 and published in the West Orange Chronicle on November 2, 2017.

Statement of Decorum

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

**Roll Call – Councilwoman Casalino, Councilman Cirilo, Councilman Guarino,
Councilman Krakoviak, Council President McCartney (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting August 7, 2018**
- 5. *Report of Township Officers – None**
- 6. *Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 192-18 Resolution Authorizing the Execution of the First Amendment to the Interim Redevelopment Agreement between the Township of West Orange and The Alpert Group, LLC (Legal-Maier)
 - b. 193-18 Resolution Authorizing the Township to Execute a Release of Storm Easement (Legal-Maier) **Valley Road Residential Urban Renewal, LLC owns certain property which according to the tax map contains a Storm Easement. The Storm Easement has been abandoned and removed, which has been confirmed by the Township Engineer. This resolution would authorize the Township to execute a Release of Storm Easement (attached as Exhibit A) to be recorded by Valley Road Residential in the public land records.**
 - c. 194-18 Resolution Authorizing a Discharge of Mortgage for Property at 31 Llewellyn Avenue, Block 113.02 Lot 110 (Planning)
 - d. 195-18 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)

- e. 196-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to a Homestead Rebate Credit (Gagliardo)
- f. 197-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Special Assessment Charge (Gagliardo)
- g. 198-18 Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to An Overpayment of Taxes Due to a Duplicate Payment (Gagliardo)
- h. 199-18 Resolution Authorizing the Collector of Taxes to Adjust 2018 Tax Bills for Properties That Have Been Granted a Senior Citizen or Veteran Deduction for the 2018 Tax Year (Gagliardo)
- i. 200-18 Resolution Supporting the Implementation of New Jersey's Clean Car Standards and the State of New Jersey's Ability to Adopt Stronger Safeguards to Protect the Health of New Jersey Citizens Above and Beyond the Federal Standards (Legal-Moon/McCartney)
- j. 201-18 Resolution Authorizing the Retention of Hannoch Appraisal Company, 11 Stonewall Drive, Livingston, NJ 07039 at a Cost of \$7,500 for the 2012-2014 Tax Appeal Cases (Legal-Trenk)
The balance of all expenses including any specialist/consultant in the field of antenna towers will be paid by the special tax appeal counsel in accordance with the attached engagement agreement.
- k. 202-18 Resolution Authorizing Edward Byrne Memorial Justice Grant Application (Legal-Maier)
The Township of West Orange Police Department seeks to apply for a grant award offered by the United States Department of Justice. This resolution would authorize the Township's application and authorize the Mayor to execute the Certifications and Assurances, a requirement of the application.
- l. 203-18 Resolution Awarding a Contract to JESCO, Inc. Through Use of the Sourcewell (formerly NJPA) National Cooperative Pursuant to N.J.S.A. 52:34-6.2 (DeSantis)
- m. 204-18 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey (Gagliardo)
- n. 205-18 Resolution authorizing the Execution of an Administrative Consent Order with the Department of Environmental Protection Which Sets Forth the Procedures for Removing and Disposal Contaminated Building Materials from the Property at 18 Central Avenue and Extends the Timeframe for Removal and Disposal of the Materials until May 18, 2020 (Legal-Moon)
- o. 206-18 Resolution Authorizing the Execution of a Temporary Extension Agreement with Reliable Wood for the Operation of the Recycling Center (Legal-Moon)

9. Ordinances on Second and Final Reading

- a. 2548-18 An Ordinance Supplementing Chapter 5, adding section 8.8 and Chapter 18, adding section 18.10 to the Revised General Ordinances of the Township of West Orange. (Legal-Moon)
- b. 2549-18 An Ordinance Adopting Redevelopment Plan for Block 155, Lot 42.01, in the Township of West Orange, County of Essex, State of New Jersey
This Ordinance adopts the redevelopment plan for the area designated as an area in need of redevelopment including the Executive Drive and Essex Green Properties. (Legal-Moon)

10. Ordinances on First Reading

- a. 2550-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2551-18 An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange – Handicapped Parking Stall – 89 Ashland Avenue (Lepore)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 611-18 Resolution Authorizing an Executive Session for the Purpose of Deliberations Occurring after a Public Hearing That May Result in Imposition of a Civil Penalty or Suspension or Loss of License or Permit – Las Palmeras – **(Adopted on August 21, 2018, Ratified September 4, 2018)**
- b. 612-18 Resolution Sustaining Charges Against Las Palmeras, Inc., t/a Las Palmeras Restaurant and Bar, 364 Valley Road, West Orange, NJ, Plenary Retail Consumption License #0722-33-045-005 (Legal-Kayser) – **(Adopted on August 21, 2018, Ratified September 4, 2018)**
- c. Prosecution of ABC Charges – 0722-33-021-003 4 Corners Deli, LLC t/a Don Juan Restaurant
- d. Prosecution of ABC Charges – 0722-33-031-007 Anchor Restaurant, LLC t/a Anchor Restaurant

13. Adjournment

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

Agenda is subject to change.

**FIRST AMENDMENT TO INTERIM
REDEVELOPMENT AGREEMENT
BETWEEN TOWNSHIP OF WEST
ORANGE AND THE ALPERT GROUP,
LLC.**

WHEREAS, on March 7, 2017, the Township Council adopted Resolution 74-17 which authorized the Mayor to execute the Interim Redevelopment Agreement (the “Resolution”);

WHEREAS, on March 7, 2017, the Township of West Orange entered into an Interim Redevelopment Agreement with the Alpert Group, LLC (“Alpert” or “Interim Redeveloper”);

WHEREAS, the Interim Redevelopment Agreement remains in full force and effect;

WHEREAS, the Interim Redevelopment Agreement involves certain Parcels as defined in the Interim Redevelopment Agreement;

WHEREAS, one of the Parcels is certain property commonly known 8-10 Central Avenue, West Orange, New Jersey designated as Lot 32, Block 9 on the Tax Map of the Township of West Orange (the “Property”);

WHEREAS, Valley Road Residential Urban Renewal, LLC (“VRRUR”) is developing the project contiguous to the Property;

WHEREAS, the Township and Alpert seek to enter into this amendment to further their mutual interests;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

1. The parties reaffirm all terms and conditions of the Interim Redevelopment Agreement which remains in full force and effect.

2. The Interim Redeveloper agrees to execute the Agreement of Sale for the Property ("8-10 Agreement") and to assign it to the Township or its designated entity prior to the closing.

3. The Township agrees to accept the assignment of the 8-10 Agreement.

4. The Interim Redeveloper agrees to advance the Purchase Price of \$100,000 needed to purchase the property ("Purchase Price").

5. The Demolition costs set forth in Section 3.05 shall be increased to a total of \$375,525 in accordance with Exhibit "A" annexed hereto.

6. The Purchase Price shall be added to the fees/reimbursements set forth in Section 2.05 of the Interim Redevelopment Agreement.

7. In the event that the Interim Redeveloper acquires the Selecto Flash Building Property, the \$100,000 shall be a credit against the Purchase Price. In the event that the Interim Redeveloper does not acquire the property, the Interim Redeveloper shall be entitled to reimburse the \$100,000 in addition to the demolition costs as set forth in Section 3.05 of the Interim Redevelopment Agreement.

8. The parties agree to work together to further their mutual interest in the Township or its designee acquiring the Property.

9. VRRUR is beginning construction of the Valley Residential site which is located immediately adjacent to the Parcels ("Valley Residential Project"). The Valley Residential Project is owned by Alpert or entities in which he has an ownership interest. The Township agrees that the Interim Redeveloper/Valley Residential and their representatives and agents may utilize the Selecto Flash Property for storage and staging during construction of the Valley Residential Project. At the conclusion of the Valley Residential Project, the Interim Redeveloper/Valley Residential shall remove any items placed on the Parcel and restore it to its current condition. The Interim Redeveloper and Valley Residential agree to comply with all state, federal and local laws, regulations and ordinances and insure that throughout its use, the

Selecto Flash Property will be secured and regularly cleaned, to the greatest extent possible, to avoid the accumulation of garbage, weeds, debris and other items unless being used directly for the construction of the Valley Residential Project. VRRUR shall provide the Township with certificates of insurance for VRRUR and its contractors/subcontractors listing the Township as additional insured with coverage of \$2 million per incident/\$5 million aggregate.

10. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

11. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall be given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

12. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

13. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and any legal or remedial action taken hereunder shall be in the Superior Court of the State of New Jersey; Essex County.

15. **WAIVER OF JURY.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND,

ACTION OR CAUSE OF ACTION (1) ARISING THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Township has caused this Agreement to be duly executed in its name and behalf by the Mayor, and its seal to be hereunto duly affixed and attested by the Township Clerk, and the Interim Redeveloper has caused this Agreement to be duly executed in its name and on its behalf by its sole member, on or as of the day first above written.

ATTEST: **Township of West Orange**

By: _____ By: _____
Karen Carnevale, Township Clerk Robert D. Parisi, Mayor

ATTEST: **The Alpert Group, LLC**

By: _____ By: _____
Joseph Alpert

ATTEST: **Valley Road Residential Urban Renewal, LLC**

By: _____ By: _____
Joseph Alpert, Managing Member

RESOLUTION

WHEREAS, on March 7, 2017, the Township Council adopted Resolution No. 74-17 which authorized the Mayor to execute an Interim Redevelopment Agreement with The Alpert Group, LLC (“Alpert”); and

WHEREAS, on March 7, 2017, the Township and Alpert executed the Interim Redevelopment Agreement; and

WHEREAS, the Interim Redevelopment Agreement remains in full force and effect; and

WHEREAS, part of the designated areas includes Lot 32, Block 9 on the Tax Map of the Township of West Orange which is also known as the Biddleman Parcel (the “Property”); and

WHEREAS Alpert has entered into a Contract to acquire the Property; and

WHEREAS the Property is part of the Brownfields Development area “BDA” which provides a source of funds for the investigation and the remediation of certain environmental issues; and

WHEREAS, the Property is directly contiguous to the Selecto Flash Property which the Township currently owns and which Parcel is also part of the redevelopment area; and

WHEREAS, the Township desires to support the redevelopment area by acquiring the Property for a potential public use such as parking or other complementary uses to the residential and commercial neighborhood; and

WHEREAS, the Township and Alpert have negotiated the First Amendment to Interim Redevelopment Agreement which was annexed hereto as Exhibit “A”; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute the annexed First Amendment to Interim Redevelopment Agreement between the Township of West Orange and The Alpert Group, LLC;

IT FURTHER RESOLVED that notice of the approval and execution of this Agreement shall be made in accordance with law and a copy of the First Amendment shall be maintained by the Municipal Clerk for the Township of West Orange.

Approval of this Resolution is acceptable to the Law Department based upon the facts and circumstances provided.

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

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, Valley Road Residential Urban Renewal, LLC (“Valley Road Residential”) owns certain Property in the Township of West Orange (“Township”) located at 22 Central Avenue known as Block 9, Lots 1, 7, 44, 50 and 56 which consists of approximately 1.5 acres; and

WHEREAS, the tax map for the property now known as Block 9, Lot 1.01 has a sketch of a storm water division structure marked as a Storm Easement; and

WHEREAS, the storm water drainage channel that runs along the east side of the property has been fully upgraded in accordance with approvals and permits granted by all applicable government agencies; and

WHEREAS, the storm water diversion structure has been abandoned and removed; and

WHEREAS, the Township engineer has confirmed the storm water division structure has been abandoned; and

WHEREAS, the Township now seeks to abandon, terminate and release any easement that previously may have existed by reason of the sketch on its tax maps and that the tax map be updated and revised to remove any such sketch on the property now known as Tax Map Block 9, Lot 1.01 by entering into the Release of Storm Easement annexed hereto as **Exhibit “A;”**

NOW, BEING HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Release of Storm Easement be and is hereby approved and Valley Road Residential shall have the right to have the Release of Storm Easement recorded in the public land records; and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Release of Storm Easement and the Municipal Clerk is hereby authorized to attest to the Mayor's signature; and it is further

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

Karen Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, on June 10, 2010, a mortgage was filed by the Township under the West Orange Housing Rehabilitation Program, against Mr. Guy A. Lee and Mrs. Margaret S. Lee

(the Owners) who own 58 Seaman Road in the Township of West Orange known as Block 151.04, Lot 4 (the Property); and

WHEREAS, the mortgage was in the amount of \$20,000.00 payable whenever this property was sold or the title transferred; and

WHEREAS, the Owner has indicated that they have repaid the entire amount of the mortgage on or about August 22, 2018; and

WHEREAS, the Department of Planning and Development has reviewed their files and found that the mortgage filed against the Property in the amount of \$20,000.00 has been paid in full;

NOW, BE IT RESOLVED THAT the Mayor be and is hereby authorized to execute a Discharge of Mortgage, attached hereto, with regard to the Property and Owners; and be it further

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

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

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

Susan McCartney, Council

Adopted: September 4, 2018

DISCHARGE OF MORTGAGE

A certain Mortgage dated June 10, 2010 was made by Guy A. Lee and Margaret S. Lee, 58 Seaman Road, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$20,000.00. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on August 24, 2010 in Mortgage Book 12268, Page 5159.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

Karen J. Carnevale, R.M.C.

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

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

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY

OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person): Mayor Robert D. Parisi

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to: Community Action Services PO Box 6025 East Brunswick, NJ 08816

Print name/stamp&seal

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL No.</u>
Breaking the Chain Through Education Off Premise Merchandise	November 15, 2018	350 Pleasant Valley Way	7520
Children's Specialized Hospital Foundation Off Premise Merchandise	October 25, 2018	757 Eagle Rock Avenue	7521
Parents Guild of Lacordaire Academy On Premise Merchandise	November 3, 2018	350 Pleasant Valley Way	7522
Roosevelt Middle School PTA Off Premise Merchandise	December 13, 2018	36 Gilbert Place	7523

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

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER
DUE TO A HOMESTEAD REBATE CREDIT

WHEREAS, the below mentioned property received a 2ND Homestead Rebate Credit, in the 4TH 2018 quarter, the property is a VA exemption and the owner is entitled to this rebate.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and Treasurer of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the below mentioned taxpayer the sums indicated in full and final satisfaction

<u>Block</u>	<u>Lot</u>	<u>Name and Address</u>	<u>Amount</u>
161.01	15	Edmont D'Ascoli 58 Oak Avenue West Orange, NJ 07052	\$500.00
168	15.01	John & Lucia Granz 325 St Cloud Avenue West Orange, NJ 07052	\$410.66
173.01	15	Joseph Thigpen & Clare Kelly 20 Westover Terrace West Orange, NJ 07052	\$409.82
TOTAL:			\$1,320.48

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

Susan McCartney
Council President

Adopted: September 4, 2018

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

John Gross, Chief Financial Officer

197-18
September 4, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF SPECIAL ASSESSMENT CHARGE

WHEREAS, certain West Orange property owners have made an overpayment for the 2018 Special Assessment charge;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2018 Special Assessment charge.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
96	3	Michael & Bonnie Carter 34 Oak Bend Road West Orange, NJ 07052	\$134.09
TOTAL:			\$ 134.09

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

Susan McCartney
Council President

Adopted: September 4, 2018

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

John Gross, Chief Financial Officer

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN
OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2018 taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2018 taxes.

Block	Lot	Name & Address	Amount
114	26.01	Kyle McGaffey 59 Glen Avenue West Orange, NJ 07052	\$7,094.68
153.11	65	Adrian Sarple 62 Conforti Avenue West Orange, NJ 07052	\$2,885.56
176.02	48.10 C0044	Fadi El Atat 5 Moran Road West Orange, NJ 07052	\$2,965.20
TOTAL:			\$12,945.44

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

Susan McCartney
Council President

Adopted: September 4, 2018

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

John Gross, Chief Financial Officer

199-18
September 4, 2018

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO ADJUST 2018 TAX BILLS FOR PROPERTIES THAT HAVE BEEN GRANTED
A SENIOR CITIZEN OR VETERAN DEDUCTION FOR THE 2018 TAX YEAR**

WHEREAS, certain West Orange property owners have been granted a tax deduction for the year 2018 and;

WHEREAS, such West Orange property owners will receive an adjusted 2018 tax bill which reflects the \$250.00 deduction for which they have been granted

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector adjust the 2018 tax bill to reflect the deduction and they are hereby authorized, empowered and directed to adjust the bill for the taxpayers

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
110	2	C0406 Robert & Jane Poznak 406 Smith Manor Blvd	Vet \$250.00
130	64	Florentino Fernandez 100 Watson Avenue	Senior \$250.00
154.04	8	Marta Hammer 18 Conforti Ave	Senior \$250.00
166.04	29	C0068 Harriet Singer 68 Herbert Terrace	Widow of Vet \$250.00
175.02	173.01	Anthony Barbosa 7 Belle Terre Rd	Disability \$250.00
178.05	3	C0026 Phillipa Scott 3 Bongart Drive	Disability \$250.00
Total:			\$1,500.00

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

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is committed to fostering an increase in the prevalence of electric vehicles and the expansion of infrastructure for the use of electric vehicles to reduce global warming pollution and improve air quality in the Township, the State of New Jersey, and the United State of America; and

WHEREAS, Electrify New Jersey is a coalition committed to transitioning the transportation system to promote the use of electric vehicles to capitalize on the significant environmental and economic benefits from electric vehicles; and

WHEREAS, Electrify New Jersey has partnered with Jersey Renewables, a state coalition promoting the transition to clean, renewable energy in the State of New Jersey, and ChargeEVC, a diverse electric vehicle coalition to develop a comprehensive framework to serve as a roadmap, titled New Jersey’s Clean Car Standards, to create a sustainable and growing electric vehicle market in New Jersey; and

WHEREAS, New Jersey’s Clean Car Standards includes recommended goals and policy actions designed to:

- Expand public charging infrastructure;
- Foster greater affordability of EVs to increase adoption;
- Ensure sufficient private charging infrastructure;
- Ensure electrification solutions to reach all communities equitably;
- Ensure long term funding for the transportation trust fund;
- Build consumer awareness; and
- Support market development efforts;

and

WHEREAS, Governor Phil Murphy’s Environment and Energy Transition Advisory Committee’s January 1, 2018 recommendations already include electrifying the State of New Jersey’s transportation system as one of its top priorities; and

WHEREAS, expanding the use of electric vehicles will bring significant economic benefits, including lower electricity rates by recreating a more resilient and responsive electric grid and reduced vehicle operating costs, and substantial emission reductions that result in cleaner air for everyone; and

WHEREAS, pending legislation exists with furthers the goals and policies articulated in New Jersey's Clean Car Standards, including: (1) S2252/A3687 which improves the State's transportation infrastructure to expand public charging stations; and (2) S2382/A3847 establishing a rebate for the purchase of electric vehicles to encourage the residents to purchase electric vehicles; and

WHEREAS, a template for a proposed letter to Governor Phil Murphy is annexed hereto as Exhibit "A" expressing the Township's support of both New Jersey's Clean Car Standards, and the pending legislation referenced in this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township hereby supports the implementation of New Jersey's Clean Car Standards and the State of New Jersey's ability to adopt stronger safeguards to protect the health of New Jersey citizens above and beyond the federal standards; and be it further

RESOLVED, that the Township opposes efforts all efforts by the federal government to weaken clean air and emission standards or otherwise usurp local control to protect the residents of the State of New Jersey and the Township from air pollution from the transportation sector; and be if further

RESOLVED, that the Township authorizes the Mayor to execute the letter to Governor Phil Murphy annexed hereto as Exhibit "A" expressing the Township's support of New Jersey's Clean Car Standards and the pending legislation referenced in this resolution; and be if further

RESOLVED, the Township Clerk is directed to send a copy of this Resolution with the executed letter to Governor Phil Murphy; New Jersey State Senate Stephen M. Sweeney; and the Speaker of the New Jersey Assembly Craig Coughlin; and be it further

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

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

Susan McCartney
Council President

Adopted: September 4, 2018

4833-0975-3968, v. 1

RESOLUTION

WHEREAS, Richland Towers, LLC has filed certain tax appeals for the years 2012 through 2014 seeking a reduction of their assessment which would reduce property taxes on their antenna tower; and

WHEREAS, the Township of West Orange has filed affirmative appeals for the tax years 2015 through 2018; and

WHEREAS, pursuant to contract, Blau & Blau handles all affirmative tax appeals as special tax counsel; and

WHEREAS, Blau & Blau has retained Hannotch Appraisal Company for the affirmative cases; and

WHEREAS, Mark Hendricks, CRE generally provides appraisals for defense cases; and

WHEREAS, special tax counsel has conferred with all parties involved and determined it is most efficient for Hannotch Appraisal Company to be retained as the sole expert in this case for the year 2012 and forward; and

WHEREAS, Hannotch Appraisal Company has provided a proposal to split the costs for the appraisals and any testimony; and

WHEREAS, in 2011, the assessment was \$747,700, in 2012 there was a four-month added assessment based upon a total of \$4,754,100; and

WHEREAS, the total assessment for 2013 through 2018 is \$5,321,800; and

WHEREAS, the taxes in dispute for the years 2012 through 2016 are over \$900,000; and

WHEREAS, special tax counsel has requested the Township hire Hannotch Appraisal Company to handle the defense case in order to insure continuity and similar appraisal methodologies.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township be and hereby is authorized to retain Hannoch Appraisal Company at a cost of \$7,500 for the 2012-2014 tax appeal cases. The balance of all expenses including any specialist/consultant in the field of antenna towers will be paid by the special tax appeal counsel in accordance with the attached engagement agreement; and it is further

RESOLVED, that a copy of this Resolution and contract shall be maintained by the Clerk of the Municipal Court and available for inspection by the general public; and it is further

RESOLVED, that this engagement is not made under the Fair and Open Public Bidding Laws of the State of New Jersey.

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

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, the United States Department of Justice, through its Edward Byrne Memorial Justice Assistance Grant Program, has established a grant award in the amount of \$11,191.00 (“Grant”), which is aimed at officer safety and wellness in our communities; and

WHEREAS, the Township of West Orange Police Department (“Township”) seeks to utilize the Grant funds to assure safer and enhanced operations by the WOPD and has submitted an application for the Grant as annexed hereto as Exhibit “A”; and

WHEREAS, as part of the application, the Mayor of the Township of West Orange is required to execute the Certifications and Assurances annexed hereto as Exhibit “B;” and

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township authorizes the application for the Edward Byrne Memorial Justice Assistance Grant Program; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Certifications and Assurances annexed hereto as Exhibit “B” and any and all documents needed for the completion of the application; and it is further

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

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

Susan McCartney
Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, the United States Department of Justice, through its Edward Byrne Memorial Justice Assistance Grant Program, has established a grant award in the amount of \$11,191.00 ("Grant"), which is aimed at officer safety and wellness in our communities; and

WHEREAS, the Township of West Orange Police Department ("Township") seeks to utilize the Grant funds to assure safer and enhanced operations by the WOPD and has submitted an application for the Grant as annexed hereto as Exhibit "**A**"; and

WHEREAS, as part of the application, the Mayor of the Township of West Orange is required to execute the Certifications and Assurances annexed hereto as Exhibit "**B**;" and

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township authorizes the application for the Edward Byrne Memorial Justice Assistance Grant Program; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Certifications and Assurances annexed hereto as Exhibit "**B**" and any and all documents needed for the completion of the application; and it is further

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

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

Susan McCartney
Council President

Dated:
Adopted:

EXHIBIT A



BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3652-NJ-DJ



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This handbook allows you to complete the application process for applying to the BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

*Type of Submission	Application Non-Construction
*Type of Application	New If Revision,select appropriate option If Other, specify
* Is application subject to review by state executive order 12372 process?	N/A Program has not been selected by state for review

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* Is the applicant delinquent on any federal debt	No
* Employer Identification Number (EIN)	22-6002396
* Type of Applicant	Township
Type of Applicant (other):	
* Organizational Unit	West Orange Police Department
* Legal Name (Legal Jurisdiction Name)	Township of West Orange
* Vendor Address 1	66 Main Street
Vendor Address 2	
* Vendor City	West Orange
Vendor County/Parish	
* Vendor State	New Jersey
* Vendor ZIP	07052-5404
Point of Contact Information for matters involving this application	
Contact Prefix:	Chief
Contact Prefix (Other):	
Contact First Name:	James
Contact Middle Initial:	
Contact Last Name:	Abbott
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Chief
Contact Address Line 1:	66 Main Street
Contact Address Line 2:	
Contact City:	West Orange
Contact State:	New Jersey
Contact Zip Code:	07052-5404

Contact Phone Number:	(973) 325-4030
Contact Fax Number:	
Contact E-mail Address:	policechief@wopd.org

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**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant
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Descriptive Title of Applicant's Project

Township of West Orange- Edward Byrne Memorial Justice Assistance Grant FY 2018 Application

Areas Affected by Project

Township of West Orange

Proposed Project

	* Start Date	October/ 01/ 2018
--	--------------	-------------------

	* End Date	September/ 30/ 2020
--	------------	---------------------

* Congressional Districts of

	Project	Congressional District 10, NJ
--	---------	-------------------------------

* Estimated Funding

Federal	\$11191.00
---------	------------

Applicant	\$0.00
-----------	--------

State	\$0.00
-------	--------

Local	\$0.00
-------	--------

Other	\$0.00
-------	--------

Program Income	\$0.00
----------------	--------

TOTAL	\$11191.00
-------	------------

[Continue](#)



BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3652-NJ-DJ

[Application](#)[Correspondence](#)

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Application Handbook

This page allows you to upload the Budget Detail Worksheet, Financial Management and System of Internal Controls Questionnaire (FCQ) form, Program Narrative, and other Program attachments. Click the attach button to continue.

[Overview](#)[Applicant
Information](#)[Project Information](#)[Budget and
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In accordance with the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, all applicants are to download, complete, and submit the Financial Management and System of Internal Controls Questionnaire.

For your convenience your most recently submitted FCQ Form is attached below. Please review it for accuracy. If you need to make changes, please submit an updated [FCQ form](#), that will replace your most recently submitted FCQ Form.

[Most Recently Submitted FCQ form](#)[7 WO FinancialCapability.pdf](#)[Help/Frequently
Asked Questions](#)[GMS Home](#)[Log Off](#)**Budget and other Program Attachments**[8 WO Disclosure of Lobbying.pdf](#)[9 WOPD Certification and Assurances Explanation.pdf](#)[10 WOPD Appendix B.pdf](#)[10 WOPD Appendix C.pdf](#)[11A Appendix E WOPD Policies.pdf](#)[11B Applicant Disclosure of Pending Applications.pdf](#)[3 2018 WO JAG Abstract.pdf](#)[3 2018 WO JAG Narratives.pdf](#)[4 WO 2018 JAG Budget Detail Worksheet.XLSM](#)[Continue](#)

Please download the latest version of [Adobe Acrobat Reader®](#).

**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant
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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix	Chief
Name Prefix:(Other)	
*First Name	James
Middle Initial (if any)	
*Last Name	Abbott
Suffix	
Name Suffix:(Other)	
*Title	Chief of Police
*Address Line 1	66 Main Street
Address Line 2	
*City	West Orange
County	
*State	New Jersey
*Zip Code	07052-5404
*Phone	973-325-4030 Ext :
Fax	--
*E-mail	policechief@wopd.org

☒ I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the

signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Continue



BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3652-NJ-DJ

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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED August 15, 2018	Applicant Identifier										
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier										
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier										
5. APPLICANT INFORMATION												
Legal Name Township of West Orange		Organizational Unit West Orange Police Department										
Address 66 Main Street West Orange, New Jersey 07052-5404		Name and telephone number of the person to be contacted on matters involving this application Abbott, James (973) 325-4030										
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 22-6002396		7. TYPE OF APPLICANT Township										
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance										
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA: Edward Byrne Memorial Justice Assistance Grant TITLE: Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Township of West Orange- Edward Byrne Memorial Justice Assistance Grant FY 2018 Application										
12. AREAS AFFECTED BY PROJECT Township of West Orange												
13. PROPOSED PROJECT Start Date: October 01, 2018 End Date: September 30, 2020		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project NJ10										
15. ESTIMATED FUNDING <table border="1"> <tr> <td>Federal</td> <td>\$11,191</td> </tr> <tr> <td>Applicant</td> <td>\$0</td> </tr> <tr> <td>State</td> <td>\$0</td> </tr> <tr> <td>Local</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> </table>		Federal	\$11,191	Applicant	\$0	State	\$0	Local	\$0	Other	\$0	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review
Federal	\$11,191											
Applicant	\$0											
State	\$0											
Local	\$0											
Other	\$0											

Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$11,191	

**18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION
PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY
AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL
COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.**

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BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3652-NJ-DJ

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- Application submitted and last updated on 15-Aug-2018

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PROJECT ABSTRACT

APPLICANT NAME

Township of West Orange (West Orange Police Department)

Areas Affected by Project:

Township of West Orange

Estimated Funding:

\$11,191.00

PROJECT TITLE

Township of West Orange- Edward Byrne Memorial Justice Assistance Grant FY2018 Application

BRIEF DESCRIPTION

The Township of West Orange Police Department (WOPD) is applying for funds through the FY2018 Edward Byrne Memorial Justice Assistance Grant. The Township's request aligns with the DOJ's 2018 JAG priority for Officer Safety and Wellness. With the requested funds, the WOPD will improve effectiveness in communications, management, leadership and overall efficiency for our officers. This in turn will help all divisions of our Department meet our goal to assure safer and enhanced operations by the WOPD. In addition, the technological equipment requested will help employ more effective strategies for officers to aid in achieving this goal. By requesting both training and technology, the WOPD will develop a more effective, data-driven, and multi-pronged approach that employs a combination of valuable resources to effectively meet its goal.

The WOPD is a proactive and response-driven agency that strives to protect and meet the public safety needs of the Township of West Orange. Our Department has witnessed many changes over the years, yet have maintained the traditions of serving the community with the utmost integrity, while improving efficiency and effectiveness. Our Department advocates for a high level of teamwork within our organization and collaboration with citizens and local groups.

PROJECT IDENTIFIERS

CRIME PREVENTION
DATA SHARNIG LINKAGE
COMMUNICATIONS
EQUIPMENT -- GENERAL

CONFERENCES AND TRAINING
LICENSE PLATE READERS
OFFICER SAFETY
OFFICER WELLNESS

Program Narrative

A. Description of the Issues

The Township of West Orange, New Jersey, is the fifth largest municipality in Essex County, with an area of 12.1 square miles, a population of approximately 47,000, and a daytime population that swells to about 100,000. Because of the Urban Rim District that exists along the border of West Orange and Orange, the Township considers itself a suburban/urban community that serves as the County's transition area from a largely depressed urban environment to a middle-class suburban community. The Township has a racial/ethnic breakdown of approximately 47% White/Non-Hispanic, 25% Black/African-American, and 19% Hispanic/Latino. About 7.2% of the population is living at or below the poverty line. According to the 2017 Uniform Crime Report prepared by the NJ State Police, West Orange registered a 9.5% increase in crime compared to 2016.

In March 2011, the Township of West Orange laid off a total of eight officers and demoted 16 others in an effort to plug a \$3.4 million budget gap. Based on continued economic hardship, the WOPD's strength of force has remained nearly the same since this time, and the consequences of these cuts have become apparent. In 2016 alone, the crime rate in West Orange rose nearly 18% (Uniform Crime Report). Violent crime saw an increase of 7%. While the WOPD had a total of 77 violent crimes in 2011, the year the cuts were made, in 2016 the WOPD reported a total of 106. This represents a 37% increase in violent crime in only five years.

This increase runs counter to a general statewide decrease in violent crime. According to the Uniform Crime Report Urban-Suburban-Rural Crime 5-year Comparison 2011/2015 Summary Analysis, urban and suburban communities in New Jersey experienced the largest percentage decrease in violent crimes, a drop totaling 16%. The State as a whole saw a decrease in violent crimes from 2015 to 2016 totaling 4%, as well as a general decrease in all crime totaling nearly 4% (Uniform Crime Report). This represents a positive trend, as violent crime also decreased from 2014 to 2015 by 1%. Violent crime has decreased in several major cities in New Jersey, including Newark and Camden. Even some communities that saw bumps in violent crime only witnessed slight increases. While many neighboring urban towns have witnessed decreases in violent crime, West Orange's numbers have gone up.

This data points to the fact that the WOPD needs to take a proactive stance to improve efficiency and increase capacity for our officers to implement approaches to counteract a disproportionate increase in crime compared to neighboring communities. To do so, with this project the WOPD will send command-level officers to specific trainings for leadership programs for public safety personnel. With this advanced training, the overall operation of the WOPD will be more efficient and improve capacity and therefore safety for officers. As a result, this will maximize our force's resources for the benefit of resident safety. Once funding is secured, the proposed training and education project will commence for the two-year period, as per grant program guidelines. Two officers will attend the selected courses per semester until all officers complete the courses. The WOPD has selected the Executive Leadership Program for Public Safety Personnel offered by Fairleigh Dickinson University in New Jersey. This course is designed for law enforcement/public safety managers with leadership and command responsibilities. The WOPD will also send three officers to the FBI-LEEDA trilogy of courses. This includes the Supervisor Leadership Institute, Command Leadership Institute and Executive Leadership Institute. These courses are utilized

widely by police departments throughout the country and have proven effective in training officers. Having command-level officers attend these courses will effectively enhance the operations of each Division of the Department which will improve the safety and wellness of all members of each Division. Without these funds, the WOPD will not be able to send these officers for this advanced training which is critical to improve efficiency and safety for both officers and residents.

In addition, the WOPD will purchase two license plate readers that will capture license plate numbers that come into view, along with the location, date, and time. The data, which includes photographs of the vehicle and sometimes its driver and passengers, is then uploaded to a central server. The WOPD will place the readers in targeted locations based upon areas of the greatest concern and incidences. This will help the WOPD in its overall operations as we will have an additional source of information and data tracking to help lessen the man-hours needed to search for specific vehicles and as a result, improve overall efficiency of our operations. The WOPD will not be able to purchase this equipment, which is critical to improve efficiency of operations, without these funds.

B. Project Design and Implementation

The goal of this project is to improve the capacity of the command staff of the WOPD in an effort to improve safety and overall wellness for all officers which in turn will increase the Department's efficiency. The WOPD will utilize FY2018 funding to send four officers to the Executive Leadership Program for Public Safety Personnel at Fairleigh Dickinson University in New Jersey. Trainings will be targeted to all command officers for different divisions of the Department so that as many officers as possible are impacted by this project. To date, two first-line supervisors of the Department have already attended this training which has proven extremely effective. As such, with these funds we will be able to send an additional four officers to this training. The training covers the following topics:

- Leadership, Management and Organizational Culture
- Civil Liability/Risk Management Internal Affairs/Whistle-Blowing and Professional Ethics
- Interpersonal and Organizational Communication
- Problem Solving and Decision-Making Analysis
- Labor-Management Relations/Legal Aspects of Discipline, Selection and Promotion
- Managing Troubled Employees, Mental Health Issues and Critical Incident Stress
- Planning and Policy Development, Budget Preparation and Management
- Policing Diverse Communities with Cultural Sensitivity
- Police Resource Allocation and Deployment
- Organizational Change/Group Dynamics and Motivation
- Public Presentations and Media Strategies and Relations
- Crime-Fighting Strategies/CompStat/Intelligence-led Policing
- Homeland Security, Counterterrorism Strategies and Terrorism Issues and Awareness

The cost is \$1,500 per each 10-week course (one day per week) at FDU. The WOPD will send four officers to the course over the two-year project period. Two officers will attend per semester to ensure staffing levels are not impacted.

The WOPD will also send three officers to the FBI-LEEDA trilogy of courses including the Supervisor Leadership Institute, Command Leadership Institute and Executive Leadership Institute. The Supervisor Leadership Institute is geared towards first-line supervisors and middle managers with the goal of enhancing their leadership competencies. Officers will be engaged in personality diagnostics, leadership case studies, mentoring, developing your people, performance management, risk management and credibility. The Command Leadership Institute is a dynamic, intensive and challenging 4 and a 1/2-day program specifically and uniquely designed to prepare law enforcement leaders for command level positions. The Command Leadership Institute focuses on providing real life contemporary, best-practice strategies and techniques for those aspiring to command level assignments. Officers will be engaged in such topics as credibility, command discipline and liability, dealing with problem employees, and leading change within an organization. The Executive Leadership Institute is designed for executive level law enforcement leaders and focuses on the emerging challenges facing our profession. This highly-interactive program follows the FBI-LEEDA “Cops Talking to Cops” model of professional development. The course uses a wide range of material and calls upon participants’ own professional experiences to facilitate individual development and learning. The cost per course is \$650 for each of the LEEDA courses. The WOPD will send three officers to the trilogy of courses over the two-year project period. (Please see attached information on specific courses).

In addition, funds will be utilized to purchase two SM 750C plate reader, Security Enclosure, Solar power units for approximately \$1,620 each. Targeted hot spots will be determined and identified for the placement of the plate readers where it will prove most effective and to aid officer efforts. The WOPD works together with many local stakeholders regularly to identify public safety perceptions and feels that this additional staff training and equipment will reflect these stakeholder engagement efforts. This investment from the JAG program will allow the WOPD to meet our unique Department needs which are currently limited by our inability to maximize our officers’ capacity and potential.

C. Capabilities and Competencies

The WOPD is a proactive and response-driven agency that strives to protect and meet the public safety needs of the Township of West Orange. Our Department has witnessed many changes over the years, yet has maintained the traditions of serving the community with the utmost integrity while improving efficiency and effectiveness. Our Department advocates for a high level of teamwork within our organization and collaboration with citizens and local groups. The mission of the WOPD is to protect the lives, property, and rights of all people; maintain an ethical environment of mutual respect, trust and dignity; foster a partnership with the community it serves; and, improve the quality of life for all within the Township of West Orange.

With this strong commitment to excellence, our agency remains at the forefront of addressing the challenges and opportunities of our community. A great part of our success comes from the rapport and trust that we have built with residents, particularly through our Community Service Unit (CSU). Established 19 years ago, the CSU is a well-established unit with dedicated and experienced officers. In addition to the CSU, the WOPD’s Juvenile Aid Bureau (JAB) carries the Department’s mission to the heart of its programming by respecting youths as contributing members of the community, ensuring that their rights are protected and offering intervention

services. The most effective form of prevention is through education and early intervention, and to this end, the Bureau provides educational programs to all groups within the community.

The proposed project will be led by Chief James P. Abbott who has supervised every area of the WOPD and has spent the previous 21 years as Chief of the Department. With nearly 38 years of experience in Law Enforcement, Chief Abbott has the capability and competency to effectively carry out this project. To assure quality, the efforts conducted will be quantified by accurate and up-to-date crime statistics/data compiled throughout the grant period. The WOPD will take a proactive approach to ensure that insights into both crime levels and community attitudes about area safety are considered as part of this project.

D. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The WOPD will designate a single contact to manage and report data, (i.e. progress with performance measures based on their request, finances expended, finances drawn-down, etc.). This data will be collected from officer reports, community surveys, and crime statistics. Accurate data retrieval and analysis will enable us to maximize operational efficacy and meet the target goal of maximizing our capacity and improving efficiency for overall safety and wellness of the WOPD. All data will be collected and communicated to the US DOJ through the Grants Management System (GMS) or other requested forms. Quarterly performance reports will be submitted utilizing the BJA's Performance Measurement Tool (PMT). Internal communications and reporting protocol within the Department will be established and the designated point of contact will assure all officers follow this protocol. This will ensure that all data and information is reported in a timely fashion and that all required reports will be completed and submitted to the US DOJ in a timely manner.

Executive Leadership Program For Public Safety Personnel

Designed for law enforcement/public safety managers with leadership and command responsibilities.

**Thursdays,
September 13–November 15, 2018**

*Limited seating,
so register early*

This program is conducted over 10 weeks, one day per week, on Thursdays, from 8 a.m. to 4 p.m., with a one-hour lunch break from 11:30 a.m. to 12:30 p.m. and two 15-minute breaks.

September 13, 20, 27; October 4, 11, 18, 25; November 1, 8, 15

Topics

- Leadership, Management and Organizational Culture
- Civil Liability/Risk Management Internal Affairs/Whistle-Blowing and Professional Ethics
- Interpersonal and Organizational Communication
- Problem Solving and Decision-Making Analysis
- Labor-Management Relations/Legal Aspects of Discipline, Selection and Promotion
- Managing Troubled Employees, Mental Health Issues and Critical Incident Stress
- Planning and Policy Development, Budget Preparation and Management
- Policing Diverse Communities with Cultural Sensitivity
- Police Resource Allocation and Deployment
- Organizational Change/Group Dynamics and Motivation
- Public Presentations and Media Strategies and Relations
- Crime-Fighting Strategies/CompStat/Intelligence-led Policing
- Homeland Security, Counterterrorism Strategies and Terrorism Issues and Awareness

Location

Fairleigh Dickinson University's Metropolitan Campus (Hackensack side), Continuing Education Suite 1134, Dickinson Hall, 140 University Plaza Drive, Hackensack

Parking in Edward Williams Hall parking lot behind the Boston Market at the bottom of Kotte Place or in front of the Rothman Center on University Plaza Drive.

Offered by

Fairleigh Dickinson University, Anthony J. Petrocelli College of Continuing Studies, Continuing Education Division.

Fees and Registration

The cost of this program is \$1,500 per student.

To register, contact Maureen Farrell.

Phone: 201-692-6507, Fax: 201-692-6505; Email: mfarrell@fdu.edu

Instructors

Chief Louis Anemone, Ret.
Lt. Greg Borlan
Undersheriff Fred Deickmann
Dr. Joseph Devine (Ret. Chief)
David Grubb
Dr. Matthew Guller
Christopher Martinez
George Milonas

Matthew Miraglia
Patrick O'Brien
Capt. John Pope, Ret.
Lt. Robert Ritchie
William P. Schuber, Esq.
Dr. William Toms
Raymond Wiss, Esq.



**FAIRLEIGH
DICKINSON
UNIVERSITY**

**Petrocelli College
of Continuing Studies**

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[Register \(/general/register_start.asp\)](/general/register_start.asp)

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FBI-LEEDA (/)

[About Us ▾ \(/?page=AboutUs\)](/?page=AboutUs) [Membership ▾ \(/page/Membership_landing\)](/page/Membership_landing)

[Testimonials ▾ \(/page/TestimonialLanding\)](/page/TestimonialLanding) [Training ▾ \(/page/Training\)](/page/Training) [Free Summits \(/page/summitsLand\)](/page/summitsLand)

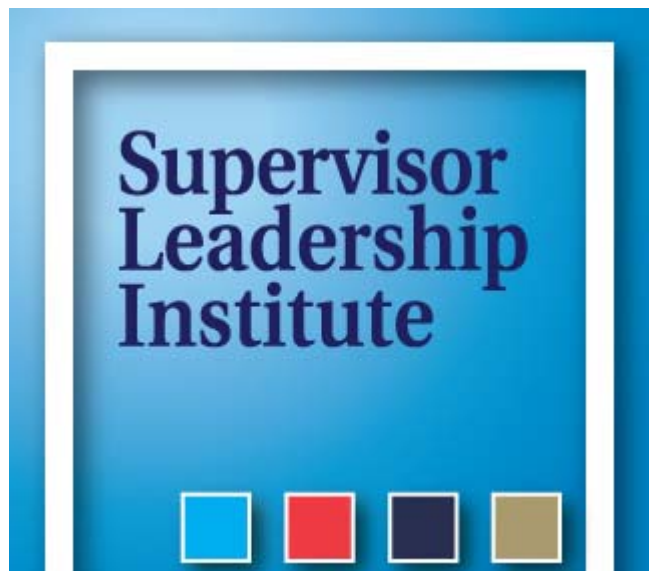
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FBI-LEEDA Annual Education Conference

April 29 - May 1



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start=10%2F20%2F2016&end=&view=&cid=16267)



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start=10%2F20%2F2016&end=&view=&cid=16266)



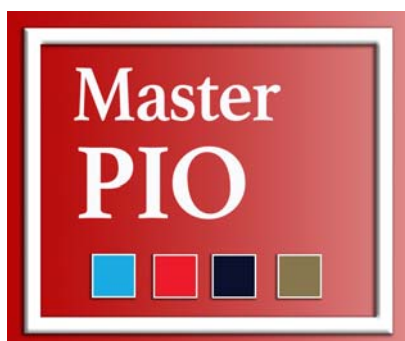
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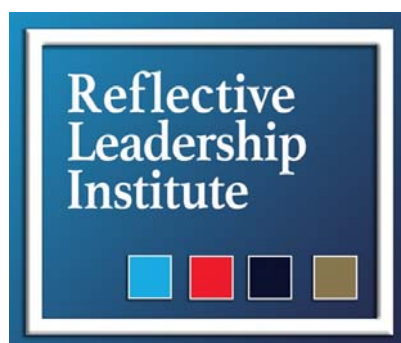
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(<http://fbileeda.org/?page=RLI>)

Training - FBI-LEEDA

Supervisor Leadership Institute

The FBI-LEEDA Supervisor Leadership Institute is a cutting edge four and one half day program built especially for first-line supervisors and middle managers with the goal of enhancing leadership competencies.

Command Leadership Institute

The FBI-LEEDA Command Leadership Institute is a dynamic, intensive and challenging four and one half day program specifically and uniquely designed to prepare law enforcement leaders for command level positions.

Executive Leadership Institute

This innovative four and one half day program is designed for senior law enforcement executives focusing on the emerging challenges facing our profession. This highly interactive program follows the FBI-LEEDA "Cops Talking to Cops" model of professional development.

Internal Affairs

This four and one half day seminar is interactive, and attendees participate in various scenarios presented by the instructors.

Leadership Integrity

This two day seminar uses both classic and contemporary ethical decision-making procedures to help students identify ethical issues and take corrective action.

Media & Public Relations

This four and one half day intensive course is created to provide a strong foundation of best-practice training for both PIOs and police leaders.

Master PIO

This four and one half day intensive course is created build off of the FBI-LEEDA Media & Public Relations course. The Master Public Information Officer course moves the participant from the tactical to the strategic level of media and brand management.

Reflective Leadership Institute

This four and one half day course focuses on leading an inclusive culture within our law enforcement agencies.

Distance Learning - Supervisor Liability

FBI-LEEDA offers two Supervisor Liability on-line courses (basic and advanced).

Distance Learning - Ethics

FBI-LEEDA offers Ethics as an on-line course.

Hotel Information:

Fairfield Inn & Suites by Marriott

4735 Helen Hauser Blvd

Titusville, FL 32780

321-385-1818. The rate is approximately \$113 a night.

Hotel Information:

Spring Hill Suites, 300 Hotel Dr, New Bern, NC

8/13/2018 » 8/17/2018

[ELI - Titusville, FL 8/2018](#)

8/13/2018 » 8/17/2018

[SLI - New Bern, NC 8/2018](#)

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

Yes

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
		Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
Narrative						

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
			N/A					\$0		\$0
Total(s)								\$0	\$0	\$0
Narrative										

Purpose Area #4

D. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
License Plate Reader (SM 750C plate reader, Security Enclosure, Solar power unit)	2	\$1,620.50	\$3,241		\$3,241
Total(s)			\$3,241	\$0	\$3,241
Narrative					
The WOPD will purchase 2 license plate readers (SM 750C plate reader, Security Enclosure, Solar power unit) that will capture license plate numbers that come into view, along with the location, date, and time. The data, which includes photographs of the vehicle and sometimes its driver and passengers, is then uploaded to a central server. The WOPD will place the readers in a targeted location based upon areas of the greatest concern and incidences.					

Purpose Area #4

E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description		Purpose		Consultant?				
Provide a description of the activities to be carried out by subrecipients.		Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
						Total Cost	Non-Federal Contribution	Federal Request
								\$0
Total(s)						\$0	\$0	\$0
Consultant Travel (if necessary)								
Purpose of Travel		Location		Type of Expense		Computation		
Indicate the purpose of each trip or type of trip (training, advisory group meeting)		Indicate the travel destination.		Hotel, airfare, per diem		Compute the cost of each type of expense X the number of people traveling.		
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution
							\$0	
Total						\$0	\$0	\$0
Narrative								
H. Procurement Contracts								
Description		Purpose		Consultant?				

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
						Total Cost	Non-Federal Contribution	Federal Request
								\$0
					Total(s)	\$0	\$0	\$0
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
						Total	\$0	\$0
Narrative								
I. Other Costs								
Description		Computation						

Purpose Area #4

List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).		Show the basis for computation						
		Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
FBI-LEEDA Trilogy Courses		3	\$650.00	\$650.00	1	\$1,950		\$1,950
Executive Leadership Program for Public Safety Personnel at Fairleigh Dickinson University		4	\$1,500.00	\$1,500.00	1	\$6,000		\$6,000
Total(s)						\$7,950	\$0	\$7,950
Narrative								
		The WOPD will send 4 officers to the Executive Leadership Program for Public Safety Personnel at Fairleigh Dickinson University in New Jersey. Trainings will be targeted to all command officers for different divisions of the Department so that as many officers as possible are impacted by this project. The cost per course is \$1,500 for a 10-week course (one day per week). The WOPD will also send 3 officers to the FBI-LEEDA trilogy of courses including the Supervisor Leadership Institute, Command Leadership Institute and Executive Leadership Institute. The cost per each 4 and a 1/2-day course is \$650 for each of the LEEDA courses.						

Purpose Area #4

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
Narrative						

Budget Summary

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$3,241	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,241
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$7,950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,950
Total Direct Costs	\$11,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,191
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$11,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,191
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										Yes	



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Township of West Orange

Street1: 66 Main Street

Street2:

City: West Orange

State: NEW JERSEY

Zip Code: 07052

2. Authorized Representative's Name and Title:

Prefix: First Name: John Middle Name:

Last Name: Sayers Suffix:

Title: Business Administrator

3. Phone: (973) 325-4050

4. Fax: 9737368380

5. Email: jsayers@westorange.org

6. Year Established:

1870

7. Employer Identification Number (EIN):

226002396

8. DUNS Number:

6608011720000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

☐ Yes ☐ No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

☐ Yes ☐ No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☐ Financial Statement Audit

☐ Defense Contract Agency Audit (DCAA)

☐ Other Audit & Agency (list type of audit):

☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: PKF O'Connor Davies, LLP

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): \$ 0

Were material weaknesses noted in the report or opinion?

☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☐ Automated ☒ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

☒ Yes ☐ No ☐ Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☐ Yes ☐ No ☒ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☐ Yes ☐ No ☐ Not Sure ☒ N/A - Applicant does not make subawards under any OJP awards



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☐ Yes ☐ No ☐ Not Sure ☒ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☐ Yes ☐ No ☐ Not Sure ☒ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: [Redacted] (b) Date(s) the agency notified the applicant entity of the "high risk" designation: [Redacted] (c) Contact information for the "high risk" point of contact at the federal agency: Name: [Redacted] Phone: [Redacted] Email: [Redacted] (d) Reason for "high risk" status, as set out by the federal agency: [Redacted]	☐ Yes ☒ No ☐ Not Sure
--	---

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: John O. Gross	Date: 2018-08-06
Title: ☐ Executive Director ☒ Chief Financial Officer ☐ Chairman ☐ Other: [Redacted]	
Phone: (973) 325-4070	

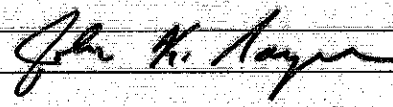
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Township of West Orange 66 Main Street, West Orange, NJ 07052 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance (JAG) Grant Program CFDA Number, if applicable: 16.738	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>John K. Sayers</u>  Print Name: <u>John K. Sayers</u> Title: <u>Business Administrator</u> Telephone No.: <u>(973) 325-4050</u> Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PLEASE NOTE:

The West Orange Police Department has forwarded a complete copy of this application to the West Orange Township Council for their review. The final certification page will be signed upon review of the application by the Township Council members and upon verification that all needed documents are complete.

Upon signing the Certification and Assurances page by the Township's Mayor, Police Chief James Abbott will ensure that the signed and dated Certifications and Assurances page is submitted to DOJ in accordance with grant program guidelines.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

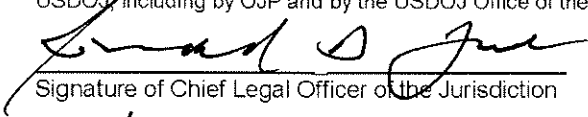
(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—

- (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
- (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.


Signature of Chief Legal Officer of the Jurisdiction

Richard D. Trenk, Esq.
Printed Name of Chief Legal Officer

8/6/18
Date of Certification

Township Attorney
Title of Chief Legal Officer of the Jurisdiction

Township of West Orange
Name of Applicant Government Entity (i.e., the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification Relating to
8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
 - b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
 - c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
 - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense, [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.


Signature of Chief Legal Officer of the Jurisdiction

Richard D. Trent, Esq.
Printed Name of Chief Legal Officer

8/6/15
Date of Certification

Township Attorney
Title of Chief Legal Officer of the Jurisdiction

Township of West Orange
Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

Appendix E
Information regarding Communication with the Department of Homeland Security (DHS)
and/or Immigration and Customs Enforcement (ICE)

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Please see attached policies followed by the West Orange Police Department.

	WEST ORANGE POLICE DEPARTMENT WRITTEN DIRECTIVE SYSTEM		7:19-6
	IMMIGRATION ENFORCEMENT		
	Effective Date: 6/13/17	Supersedes: 10/17/07	

7:19-6a PURPOSE

The purpose of this directive is to bring this department into comportment with the N.J. Attorney General Law Enforcement Directive 2007-3 and the Essex County Prosecutor's Office Procedures regarding the arrest of undocumented immigrants. The West Orange Police Department's overriding mission is to enforce state and local criminal laws and to serve and protect the community it serves. The mission is not to enforce federal immigration laws.

7:19-6b PROCEDURES

A. Only when an officer makes an arrest for any ***indictable crime*** or for ***driving while intoxicated***, the arresting officer or a designated officer, as part of the booking process, shall universally inquire about the arrestee's citizenship, nationality and immigration status.

If the officer has reasonable cause to believe that the person may not be lawfully present in the United States:

- The officer shall complete and fax a *Notice of Undocumented Immigration Status* to Immigration and Customs Enforcement (ICE) at (973) 645-6124.
- If an indictable offense has been committed, the form will also be faxed to the Essex County Prosecutor's Office at (973) 621-5697.
- If a DWI has been committed, a copy of the form will be placed in the Court Clerk's box at the desk.
- The sergeant is to ensure that the Judge is advised that the person under arrest is believed not to be in the United States lawfully when they are setting bail.
- The original will be kept with the reports and turned into records.

B. Criminal versus Civil Immigration Violations:

1. Immigration laws differ from the criminal laws that local police officers deal with most regularly in that immigration laws contain both civil and criminal aspects.

2. **Civil Immigration violations** include, for example, illegal presence and failure to depart after the expiration of a temporary visa.
3. **Criminal Immigration violations** include illegal entry, re-entry after deportation, and failure to depart after an order of removal.
4. **Local police have no authority to arrest or unlawfully detain a person for a civil violation.** See Essex County Prosecutor's Memorandum #21-2009 (Dated April 23, 2009). Municipal Police officers lack qualified immunity in civil matters, and may be personally subject to legal action for unlawful detention, even if acting in good faith.

C. NCIC/SCIC Immigration Hits

Officers shall not arrest or unlawfully detain persons who are entered in the NCIC/SCIC system by U.S. Immigration and Customs Enforcement (I.C.E.) unless the entry is for a properly issued judicial criminal arrest warrant and only after the "Hit" confirmation process has been completed. A NCIC/SCIC immigration status warning "Hit" is not a judicial criminal arrest warrant and as such, officers have no authority to and shall not unlawfully detain or arrest on the basis of an immigration status warning only.

D. Detainer vs. Warrant

It is important for Supervisors, Officers, and Dispatchers to discern between an I.C.E. Detainer (DHS I-247) and a properly issued judicial criminal Arrest Warrant. New Jersey State law does NOT authorize local police to detain persons for immigration violations unless the NCIC Alert is supported by a properly issued judicial criminal Arrest Warrant.

1. DHS I-247 Detainer

Any authorized immigration officer may at any time issue a Form I-247, Immigration Detainer Notice of Action, to any Federal, State or Local law enforcement agency. A detainer serves to advise another law enforcement agency that I.C.E. seeks custody of the individual in the custody of that agency for the purpose of further investigation or for actual removal of that person. It should be noted that ICE administrative warrants, on their own, are civil in nature. A DHS I-247 detainer MAY or MAY NOT be supported by a judicial criminal arrest warrant. A detainer is a **request** from I.C.E. and not a court issued order if it is not supported by a properly issued judicial criminal Arrest Warrant. Officers shall not unlawfully detain individuals based upon a DHS Detainer only.

2. Judicial Criminal Arrest Warrant

A Judicial Criminal Arrest Warrant is a legal order issued by a court that directs all sworn law enforcement officers to deliver a specific individual by means of arrest before the appropriate court. Police Officers have no discretion in deciding whether to arrest said individual and must take the named person into custody on a validly issued Judicial Criminal Arrest Warrant.

7-19-6c GENERAL MATTERS

Additionally, unless a victim, potential witness or person receiving police assistance has been arrested for an indictable offense or for driving while intoxicated, no officer shall inquire or about **and/or** investigate the immigration status of any victim, witness or potential witness unless the County Prosecutor or Director of Criminal Justice determines otherwise in writing, or such inquiry is legally required.

No individual under any circumstances shall ever be questioned about their immigration status by any member of the West Orange Police Department unless they have been lawfully placed under arrest for DWI, an indictable offense or otherwise required by law or upon being directed to do so by an attorney of the NJ Attorney General or Essex County Prosecutor's Office.

No member of the West Orange Police Dept. shall consider a person's **race, ethnicity or speech pattern** as a factor in drawing **any** inference or conclusion that the person may be an undocumented immigrant. All personnel shall abide by the procedures and standards set forth in Directive 1:9 *Profiling & Discriminatory Practices*.

In order to show respect for all individuals during encounters, WOPD personnel shall accept municipal IDs, foreign IDs/passports and other forms of valid identification without subjecting the carrier to additional scrutiny whenever plausible. This shall not seek to circumvent the traditional investigatory steps while investigating any offense committed. However, officers should not take the fact that an individual only has one of these identifications as the sole basis for a stop or for furthering the encounter. This does not pertain to investigating unlicensed drivers.

The West Orange Police Department shall provide the appropriate level of assistance to federal authorities for Immigration Law Enforcement, only when requested or for a non-immigration enforcement public safety emergency. The Chief of Police or Chief's designee must be notified as soon as reasonably practical any time the assistance of ICE has been requested for any reason whatsoever and barring an emergent situation prior to rendering any such assistance.



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
PO Box 080
TRENTON NJ 08625-0080

JON S. CORZINE
Governor

ANNE MILGRAM
Attorney General

**ATTORNEY GENERAL
LAW ENFORCEMENT DIRECTIVE NO. 2007-3**

These guidelines shall establish the manner in which local, county, and State law enforcement agencies and officers shall interact with federal immigration authorities.

While enforcement of immigration laws is primarily a federal responsibility, State, county, and local law enforcement agencies necessarily and appropriately should inquire about a person's immigration status under certain circumstances. Specifically, after an individual has been arrested for a serious violation of State criminal law, the individual's immigration status is relevant to his or her ties to the community, the likelihood that he or she will appear at future court proceedings to answer State law charges, and the interest of the federal government in considering immigration enforcement proceedings against an individual whom the State has arrested for commission of a serious criminal offense. When there is reason to believe that the arrestee may be an undocumented immigrant, the arresting agency is responsible for alerting federal immigration officials, the prosecuting agency, and the judiciary.

The overriding mission of law enforcement officers in this State is to enforce the State's criminal laws and to protect the community that they serve. This requires the cooperation of, and positive relationships with, all members of the community. Public safety suffers if individuals believe that they cannot come forward to report a crime or cooperate with law enforcement. Moreover, Article 1, Paragraph 22 of the New Jersey Constitution mandates that "a victim of a crime shall be treated with fairness, compassion and respect by the Criminal Justice System." Consistent with that constitutional mandate, as well as basic



principles of effective policing, victims, as well as witnesses and other persons requesting police assistance, should not be discouraged from approaching police officers out of fear of inquiry into their immigration status.

In 1996, Congress authorized federal authorities to delegate civil and criminal immigration enforcement authority to local, county and State agencies that enter into a written agreement with Immigration and Customs Enforcement (ICE).¹ Regardless of any additional enforcement powers granted pursuant to an agreement with ICE, however, the primary function of local, county and State agencies must be to enforce State law and to ensure public safety in the community. The exercise of federal immigration enforcement authority by State, county or local law enforcement officers must therefore be consistent with, and in support of, their State law enforcement mission. In addition, unlike federal task forces, to which participating officers are assigned on a full-time basis and are under direct and constant federal supervision, Section 287(g) officers need not obtain federal approval before taking enforcement actions in the name of the federal government.

To further the priorities of strong relationships between law enforcement and all members of the community, as well as other fundamental principles of equal protection and civil rights, New Jersey has taken a leadership position in eliminating racially-influenced policing, or racial profiling. In 2005, the Attorney General issued Attorney General Law Enforcement Directive 2005-1, which prohibits law enforcement officers from engaging in racially-influenced policing. In that directive, the Attorney General formalized and mandated the great advances that have been made in the State in eliminating racially-influenced policing practices. Additionally, the Legislature has affirmed that it is against the policy of this State for law enforcement officers to use race or ethnicity as a basis for initiating an investigation. See N.J.S.A. 2C:30-5. Consistent with public policy, statute, and Attorney General Directive, law enforcement agencies must refrain from any law enforcement strategies that risk undermining – or which create the impression of undermining – the prohibitions on racially-influenced policing.

Accordingly, by virtue of the authority vested in me by the Constitution and the Laws of this State, and in furtherance of securing

¹ See Section 287(g) of the Immigration and Nationality Act, codified at 8 U.S.C. § 1357(g).

the benefits of a uniform and efficient enforcement of the criminal law and the administration of criminal justice throughout the State, N.J.S.A. 52:17B-97 et. seq., I do hereby promulgate the following directives:

I. Arrest of Undocumented Immigrants for Indictable Offenses and Driving While Intoxicated (Applicable to all Agencies and Officers)

1. **When a local, county, or State law enforcement officer makes an arrest for any indictable crime, or for driving while intoxicated, the arresting officer or a designated officer, as part of the booking process, shall inquire about the arrestee's citizenship, nationality and immigration status. If the officer has reason to believe that the person may not be lawfully present in the United States, the officer shall notify Immigration and Customs Enforcement (ICE) during the arrest booking process. The only exception to this requirement shall be if the County Prosecutor or the Director of the Division of Criminal Justice determines, in writing, that good cause exists to refrain from notifying ICE during the arrest booking process.**
2. **Notification to ICE may be made telephonically, by facsimile transmission, or by such other means as ICE may provide. The officer shall document when and by what means notification to ICE was made and the factual basis for believing that the person may be an undocumented immigrant.**
3. **Whenever a law enforcement officer notifies ICE about a suspected undocumented immigrant, notification shall also be made to the prosecuting authority that will handle the matter (e.g., the County Prosecutor in the case of an indictable charge), and to any court officer setting bail or conditions of pretrial release.**
4. **County Prosecutors shall on an annual basis report to the Director of the Division of Criminal Justice on the total number of notifications made pursuant to this Directive and the Director shall make the aggregate data public on an annual basis.**

II. Prohibition on Immigration Status Inquiries of Victims and Witnesses (Applicable to all Agencies and Officers)

5. **No State, county, or local law enforcement officer shall inquire about or investigate the immigration status of any victim, witness, potential witness, or person requesting or receiving police assistance. An exception to this requirement shall exist if: (a) the County Prosecutor or the Director of the Division of Criminal Justice determines, in writing, that good cause exists to inquire about or investigate the person's immigration status; (b) the person has been arrested for an indictable offense or for driving while intoxicated as set forth in Section 1 above; or, (c) as may be constitutionally or otherwise legally required during the criminal litigation discovery process.**

III. Standards for Agencies and Officers Who Enter Agreements to Exercise Federal Immigration Authority Pursuant to Section 287(g) (Applicable only to Section 287(g) Agencies and Officers)

Directives 6 through 12 apply only to those local, county, and State law enforcement agencies and officers performing functions of a federal immigration officer pursuant to an agreement with federal authorities under 8 U.S.C. § 1357(g). As used in this Directive, the term "Section 287(g) agency" means a State, county or municipal law enforcement agency that is a signatory to a written agreement with Immigration and Customs Enforcement (ICE) authorized by Section 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357(g). The term "Section 287(g) officer" means a law enforcement officer employed by a Section 287(g) agency who has received the training required by Section 287(g) and is authorized by ICE to act as a federal immigration officer.

A. Provisions Applicable to Section 287(g) Officers in Detention Facilities

6. **A Section 287(g) officer may invoke or exercise federal authority under Section 287(g) with respect to any undocumented immigrant who is being detained in a county jail or State detention facility.**

B. Provisions Applicable to All Other Section 287(g) Officers

7. A Section 287(g) officer may not exercise federal law enforcement authority under Section 287(g) unless and until the officer has arrested an individual(s) for violation of an indictable offense, or for driving while intoxicated, under State law.
8. Any law enforcement officer making inquiry or investigation into the immigration status of an individual arrested for an indictable offense, or for driving while intoxicated, shall document and report the inquiry to the officer's supervisor during the arrest booking process. The report shall include the individual's name, address, gender, date of birth, country/place of birth, race, ethnicity, location encountered, and shall specify the criminal offense that formed the basis for the arrest, the outcome of inquiry and investigation into immigration status, and indicate whether the individual was taken into custody or otherwise ordered detained based on immigration status. The officer shall attach the arrest report to the reporting document.
9. A Section 287(g) agency shall submit on a monthly basis to the Director of the Division of Criminal Justice all reports (with arrest report attached) produced pursuant to No. 8 of this Directive to ensure that immigration enforcement efforts are being performed in compliance with all applicable State laws, directives, and guidelines. The Director shall compile the information and shall make the aggregate data public on an annual basis.
10. A Section 287(g) agency shall enter into a written agreement with an appropriate ICE-approved detention facility or facilities to ensure that there is adequate space to hold potential federal detainees in addition to local, county, or State detainees. The agreement shall set forth the procedures established to ensure that the

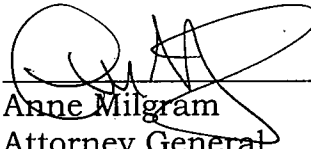
detention of any individual solely on the basis of immigration charges comports with the requirements of 8 C.F.R. § 287.7. No agency shall exercise the authority granted by Section 287(g) prior to reaching agreement with a detention facility that meets the requirements set forth in this paragraph.

11. Nothing in this Directive shall limit the ability of local, county, or State law enforcement agencies to enter into written agreements authorized by Section 287(g) that impose greater restrictions on the agency's performance of functions under that agreement.
12. Directives 6 through 12 inclusive shall not apply to any officer who has been detailed on a full-time basis to a federal law enforcement agency or to a task force operated under the direct supervision of a federal law enforcement agency, provided that the officer is acting exclusively under the authority of federal law.

IV. General Matters

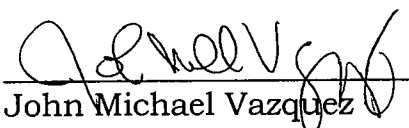
13. No law enforcement officer shall at any time engage in conduct constituting racially-influenced policing, as defined in Attorney General Law Enforcement Directive No. 2005-1. An officer or employee of a police agency in this State acting either under the authority of the laws of the State of New Jersey or pursuant to an agreement authorized by Section 287(g) shall not consider a person's race or ethnicity as a factor in drawing an inference or conclusion that the person may be an undocumented immigrant.
14. All questions concerning the interpretation, implementation or enforcement of this Directive shall be addressed to the Director of the Division of Criminal Justice, or his designee.

- 15. This Directive shall take effect immediately and shall remain in full force and effect unless and until repealed, amended or superseded by Order of the Attorney General.**



Anne Milgram
Attorney General

ATTEST:



John Michael Vazquez
First Assistant Attorney General

Dated: August 22, 2007

PLEASE NOTE:

The West Orange Police Department has no pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover identical cost items outlined in the budget submitted to the Office of Justice Programs as part of the application under this solicitation.

EXHIBIT B

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

**RESOLUTION AWARDING A CONTRACT TO JESCO INC., THROUGH USE OF
THE SOURCEWELL (formerly NJPA) NATIONAL COOPERATIVE
PURSUANT TO N.J.S.A. 52:34-6.2**

WHEREAS, The Township of West Orange (“Township”) must purchase new road equipment as older equipment is retired; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Sourcewell cooperative operates under the enabling authority of Minnesota State statute 123A.21 and

WHEREAS, the Township’s membership #28197 was established in 2015; and

WHEREAS, the Purchasing Agent published on August 16, 2018 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the Sourcewell Cooperative Contract # 032515-JDC with the John Deere Company whose authorized distributor is Jesco Inc., located at 118 St Nicholas Ave., South Plainfield, NJ 07080 for a 544L Wheel Loader and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHEREAS, there were no comments presented, and

WHEREAS, the Department of Public Works has determined the Township’s use of the Sourcewell cooperative purchasing contract to procure the 544L Wheel Loader will result in a cost savings for the Township; and

WHEREAS, consistent with the Sourcewell cooperative purchasing contract and the needs of the Township, Jesco Inc. has submitted a proposal to provide a 544L Wheel Loader, see attached cost sheet hereto “Attachment A”.

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

1. The Township shall receive from the Jesco Inc. all supplemental documentation which complies with the laws of the State of New Jersey for vendors awarded a contract by a public entity.
2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.
3. The Township’s Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of \$189,184.42

Karen J. Carnevale, Municipal Clerk

Susan Mc Carney, Council President

Adopted: September 4, 2018

I certify funds available from: Capital Account No. 03-2544-18-0600-060 Front End Loader & Repair

John O. Gross, Chief Financial Officer

ATTACHMENT “A”



John Deere Construction, Industrial & Utility Equipment



JOHN DEERE

Customer:
WEST ORANGE BORO
66 MAIN ST
WEST ORANGE , NJ , 07052

Date:
8/6/2018

Loader 544L, SOURCEWELL (NJPA) Cooperative
Contract 032515-IDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration:

Code	Description	Qty	Unit Price
7580	544L WHEEL LOADER	1	\$ 193,619.00
1910	PREMIUM CAB	1	\$ (512.00)
2605	ENGLISH LABELS AND DECALS	1	IN BASE
1010	STANDARD LOADER	1	IN BASE
0924	FINAL TIER 4 / 163 NET PEAK HP	1	\$ 18,482.00
1520	REVERSING FAN	1	\$ 1,650.00
1430	AIR INTAKE WITH PRE CLEANER	1	\$ 667.00
1330	ENGINE EXHAUST WITH CHROME CURVED STACK	1	\$ 402
2730	30 AMP CONVERTER	1	\$ 265.00
1215	140 AMP ALTERNATOR	1	\$ 327.00
1610	STANDARD FUEL FILTER AND WATER SEPARATOR	1	IN BASE
1110	5 SPEED POWERSHIFT TRANSMISSION	1	\$ (3,900.00)
3046	FRONT HYDRAULIC LOCKING DIFF / CONV REAR DIFF	1	IN BASE
3120	MANUAL AXLE DIFFERENTIAL LOCK	1	IN BASE
4934	NO PREFERENCE TIRES	1	\$ 13,138.00
5530	FRONT FENDERS	1	IN BASE
2010	STANDARD Z BAR	1	IN BASE
2890	NO PAY SCALE	1	IN BASE
2403	3 FUNCTION JOYSTICK W/ FNR CONTROL LEVER	1	\$ 2,231.00
5610	LEFT SIDE STEPS	1	IN BASE
8450	CAB WITH AIR AC CHARGE	1	IN BASE
2220	PREMIUM AIR SEAT , HEATED AND VENTILATED	1	\$ 1,295.00
2120	STEERING WHEEL ONLY	1	IN BASE
1970	HYDRAU HYDRAULIC FLUID	1	IN BASE
2510	RIDE CONTROL	1	\$ 4,015.00
7140	PREMIUM LED LIGHTING	1	\$ 1,449.00
8350	REMOTED POWERED AND HEATED EXTERIOR MIRRORS	1	\$ 712.00
8220	REAR CAST BUMPER COUNTERWEIGHT W/HITCH	1	IN BASE
170C	JD LINK 5 YEARS ULTIMATE	1	IN BASE
8275	STROBE BEACON AND BRACKET	1	\$ 275.00
8560	Z-BAR HYDRAULIC COUPLER 416 JRB STYLE	1	\$ 5,518.00
9015	ENGINE BLOCK HEATER	1	\$ 243.00
9043	ENVIROMENTAL DRAINS AND SAMPLING PORTS	1	\$ 410.00
9065	AXEL OIL COOLING & FILTRATION	1	\$ 2,175.00
8370	PREMIUM AM/FM WEATHER BAND RADIO W/ BLUETOOTH	1	\$ 850.00
9240	ENGINE COMPARTMENT LIGHT	1	\$ 180.00
9131	REAR CAMERA, 7INCH MONITOR	1	\$ 1,085.00
9520	LICENSE PLATE BRACKET	1	\$ 177.00
9410	TRANSMISSION AND BOTTOM GUARDS	1	\$ 1,937.00
9115	POWERED CAB PRE CLEANER	1	\$ 945.00
9140	5.0LB ABC FIRE EXTINGUISHER	1	\$ 149.00
9525	SLOW MOVING EMBLEM	1	\$ 157.00
TOTAL			\$ 247,941.00

	NJPA Discount	38.00%	\$ (94,217.58)
	Net Price		\$ 153,723.42

Custom Jobs

Code	Description	Qty	Price
	Dlr Provide Pre-Delivery Inspection	1	\$ 1,275.00
	Dlr to install the bucket lift hook & DOT Strobes	1	\$ 1,000.00
	Dlr to install Attachments	1	\$ 1,200.00
	Total		\$ 3,475.00

Attachments

Code	Description	Qty	Price
	Bucket lift hook	1	\$ 335.00
Rockland	12' Snow Pusher (Chain binder style) wuth rubber edge	1	\$ 9,700.00
GEM	2.50 YD Multi Purpose Bucket w/BOCE	1	\$ 12,444.00
Whelen	4 Corner strobes	1	\$ 1,500.00
	Total		\$ 23,979.00

Warranty

Code	Description	Qty	Price
	Dlr Provide 60mos/3000 hr Powertrain & Hydraulic Warranty	1	\$3,352.00
	Total		\$ 3,352.00

Freight

Code	Description	Price
	Freight in to South Plainfield	\$ 2,875.00
	Attachment freight	\$ 1,330.00
	DLR to Provide Local Delivery	\$ 450.00
	Total	\$ 4,655.00

Quote Summary - Loader 544L (Per Unit)	
Item Description	Prices
Machine net Price	\$ 153,723.42
Custom Jobs	\$ 3,475.00
Attachments	\$ 23,979.00
Warranty & PM Contract	\$ 3,352.00
Freight in to South Plainfield	\$ 4,655.00
Price Per Machine	\$ 189,184.42

Trade Information	Trade in Value
None	-

Total Net Price (Quantity = 1)	\$ 189,184.42
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Warranty Terms

544L Includes Standard Warranty of 12 Months

Remarks:

Please note that this quote is valid for 30 days

Purchase Orders must be made out to: Jesco Inc, 118 St Nicholas Ave, South Plainfield NJ, 07080

204-18
September 4, 2018

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REBATE PAYMENT TO THE LISTED TAXPAYER
PURSUANT TO FINAL JUDGMENT BY THE
TAX COURT OF NEW JERSEY

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years stated;

WHEREAS, such judgment by merit of N.J.S.A. 54:3-27.2 shall be conclusive and binding upon the municipal assessor and taxing district;

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid or applied to the said taxpayers the sums in full and final satisfaction to tax rebates due:

LIST ATTACHED

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

Susan McCartney, Council President

Adopted: September 4, 2018

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

John Gross- Chief Financial Officer

TAX COURT JUDGMENTS
RESOLUTION 204-18

TAX YEAR	DATE	BLOCK	LOT	QUAL	OLD VALUE	NEW VALUE	DIFFERENCE	TX RATE	REFUND AMOUNT
2017	6/21/2018	86.03	20		404900	358300	46600	0.0389	\$1,857.48
2017	6/21/2018	101.02	4		1188700	1036600	152100	0.0389	\$6,062.71
2015	6/15/2018	159.06	40		465000	423000	42000	0.03817	\$1,603.14
2016	6/15/2018	159.06	40		465000	423000	42000	0.0389	\$1,633.80
2017	6/15/2018	159.06	40		465000	423000	42000	0.03986	\$1,674.12
2017	7/5/2018	116	44		877000	700000	177000	0.03986	\$7,055.22
TOTAL									<u>\$19,886.47</u>

Exhibit “A”



State of New Jersey

PHILIP D. MURPHY

Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WASTE ENFORCEMENT, PESTICIDES & RELEASE PREVENTION
BUREAU OF SOLID WASTE COMPLIANCE & ENFORCEMENT

CATHERINE R. McCABE

Commissioner

SHEILA Y. OLIVER

Lt. Governor

P.O. BOX 420, MAIL CODE 09-01
TRENTON NJ 08625-0420
TEL. (609) 292-6305
FAX. (609) 292-4539

CERTIFIED MAIL/RRR

Mr. Leonard Lepore
Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

RE: ADMINISTRATIVE CONSENT ORDER

Dear Mr. Lepore:

Enclosed for service upon you are two draft Administrative Consent Orders ("ACO") prepared by the New Jersey Department of Environmental Protection ("NJDEP" or the "Department") pursuant to the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and/or the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq.

If the terms meet with your approval, please sign and return to me within fifteen (15) days of receipt. Upon full execution of this Administrative Consent Order, a copy will be sent to you.

Please be advised that the enclosed agreement and offers contained therein, absent confirmation from the Department, will expire on the thirty-first (31st) day following its receipt by the above named parties. Failure to sign and return this ACO within the above time period will be considered a rejection of its terms, and consequently may subject the Township to perfunctory enforcement action.

Should you have any questions concerning the enclosed ACO, please contact Ms. Gina Lugo at (609) 203-3732.

Sincerely,

Tom Farrell, Chief
Bureau of Solid Waste Compliance & Enforcement

C: Gina Lugo, Supervisor, Solid Waste Compliance and Enforcement

Enclosure



State of New Jersey

PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WASTE ENFORCEMENT, PESTICIDES & RELEASE PREVENTION
BUREAU OF SOLID WASTE COMPLIANCE & ENFORCEMENT

P.O. BOX 420, MAIL CODE 09-01

TRENTON NJ 08625-0420

TEL. (609) 292-6305

FAX. (609) 292-4539

CATHERINE R. McCABE

Acting Commissioner

CERTIFIED MAIL/RRR

Mr. Leonard Lepore
Township Engineer
Township of West Orange
25 Lakeside Avenue
West Orange, New Jersey 07052

RE: ADMINISTRATIVE CONSENT ORDER

Dear Lepore:

Enclosed for your records is the fully executed Administrative Consent Order ("ACO") between the New Jersey Department of Environmental Protection and The Township of West Orange, pursuant to the provisions of the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and/or the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq.

Should you have any questions concerning the enclosed ACO, please contact Ms. Gina Lugo at 609-203-3732.

Sincerely,

Tom Farrell, Chief
Bureau of Solid Waste Compliance & Enforcement

C: Gina Lugo, Supervisor, Solid Waste Compliance and Enforcement

Enclosure



State of New Jersey

PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF WASTE ENFORCEMENT, PESTICIDES & RELEASE PREVENTION

BUREAU OF SOLID WASTE COMPLIANCE & ENFORCEMENT

P.O. BOX 420, MAIL CODE 09-01

TRENTON NJ 08625-0420

TEL. (609) 292-6305

FAX. (609) 292-4539

CATHERINE R. McCABE

Acting Commissioner

IN THE MATTER OF

The Township of West Orange

Property known as The Former Selecto

Flash Property, 18 Central Avenue, West

Orange, Essex County, New Jersey

:

: **ADMINISTRATIVE CONSENT ORDER**

:

:

:

:

This Administrative Consent Order (hereinafter "ACO") is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection ("NJDEP" or the "Department") by N.J.S.A. 13:1D-1 et seq., and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and/or the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq., and duly delegated to the Chief, Bureau of Solid Waste Compliance and Enforcement, pursuant to N.J.S.A. 13:1B-4.

A. FINDINGS

1. The Township of West Orange (hereinafter referred to as "Respondent"), in Essex County, New Jersey is a generator of solid waste and owns the property known as the Former Selecto Flash Property and located at Block 9, Lot 36 at 18 Central Avenue, West Orange, Essex County, New Jersey.
2. As the result of a self-disclosed unforeseen circumstance, Respondent will be retaining material currently characterized as solid waste beyond the six month storage limit established within the regulations that implement the Solid Waste Management Act. Such solid waste is in the form of approximately 1,100 cubic yards of concrete and associated fines containing contaminants at concentrations above the Direct Contact Soil Remediation Standards, but below the concentrations that would yield it as hazardous waste. While this ACO does not remove the classification of such concrete and associated fines as a solid waste, as there may be a future beneficial use for this material, it is hereinafter referred to as "the subject material"). Respondent has provided a scaled site map depicting the location of the subject material which is included in this ACO as **Attachment 1**.

3. The Department and Respondent have entered into this ACO to ensure that a mutually agreeable schedule is established to address the appropriate management of the subject solid waste.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

B. COMPLIANCE SCHEDULE

4. Respondent shall take whatever actions are necessary to achieve and maintain full compliance with this ACO on or before May 18, 2020, including but not limited to the following:
 - a. Proper disposal or legal reuse for the subject material, outlined in section A.2, above.

In the interim of achieving this objective, Respondent shall ensure that the contamination within the subject material is prevented from emanating from it, and, that the subject material containing such contamination is immobilized. Respondent represents that such control will be achieved based on the following: storing the subject material on competent impervious surface; preventing the runoff of the subject material in compliance with the provisions of the applicable storm water permit from the Department; and, storing the subject material in a distinct separated area without the comingling of other site debris.

Respondent shall contact the Department's Bureau of Nonpoint Pollution Control to determine which type of Storm Water Permit is applicable to the storage of the subject material.

A copy of the completed application submitted to the Bureau of Nonpoint Pollution Control for such Storm Water Permit shall be submitted to the Department's Bureau of Solid Waste Compliance and Enforcement within sixty (60) days upon execution of this ACO. Respondent may continue storing the subject material in the interim of the Department's approval of such Storm Water Permit application provided that no discharge of hazardous substances, fines or other contaminants from the subject material that would cause a violation of the Water Pollution Control Act occurs so as to avoid associated penalty assessment(s) and corrective action(s) which may require the immediate removal of the subject material. Failure to timely respond to any deficiencies in the Storm Water Permit application identified by the Department's Bureau of Nonpoint Pollution Control may, at the Department's discretion, trigger the Stipulated Penalties provision in paragraph 11 of this ACO and/or cause this ACO to be terminated such that the subject materials would be required to be immediately removed.

5. If Respondent is unable to achieve compliance by taking the above actions, Respondent shall be subject to actions available to the Department as set forth in this ACO, and shall be responsible for taking whatever additional actions are necessary in order to comply with all applicable federal, state and local permits as well as all applicable statutes, codes, rules, regulations and orders, including but not limited to the statutes and regulations cited herein.

C. PROGRESS REPORTS

6. Respondent shall submit progress reports to NJDEP every six (6) months; the first progress report shall be due on or before the first (1st) calendar day of the upcoming month, after 180 days have elapsed from the effective date of this ACO. Upon receipt by the Department of the first progress report, each subsequent progress report thereafter shall be due on or before the same calendar day as the first report. Each progress report shall detail the activities taken to comply with this ACO and shall include the following:
 - i. Identification of site and reference to this ACO;
 - ii. Status of work at the site and progress to date;
 - iii. Difficulties or problems encountered during the reporting period;
 - iv. Actions taken or to be taken to rectify difficulties or problems;
 - v. Activities planned for the next reporting period;
 - vi. Required and actual completion dates for each item required by this ACO;
 - vii. An explanation of any non-compliance with the ACO schedule;
 - viii. A performance evaluation of all corrective remedial measures implemented to date.

D. PROJECT COORDINATION

7. When returning this ACO with appropriate signature, Respondent shall indicate in the fields provided below the individual who shall serve as Respondent's contact for the Department, for all matters concerning this ACO:

Name: Craig McCarrick, LSRP

Title: Project Manager

Mailing Address: Matrix New World, 26 Columbia Turnpike, Florham Park, NJ 07932

Phone: 973-240-1800

Email: cmccarrick@matrixnewworld.com

8. The above information shall be used by the Department for all communications to Respondent related to this ACO, including the issuance, if applicable, of Notices of ACO Violation(s) and or Stipulated Penalty Demand Letters via first class mail and/or email. Should this information change, Respondent are solely responsible for providing updated information to the NJDEP contact noted in paragraph 10 of this ACO. Failure to update this information in the event of a change, or providing unreliable or incorrect information that results in failure of reasonable efforts by the Department to contact Respondent, shall not constitute an affirmative defense to actions initiated by the Department to enforce this ACO.
9. Respondent shall submit to the Department all documents required by this ACO, including correspondence relating to force majeure issues, by certified mail or hand delivery with an acknowledgement of receipt from the Department. The date that the Department receives the certified mail or executes the acknowledgement will be the date the Department uses to

determine Respondent's compliance with the requirements of this ACO and the applicability of stipulated penalties and any other remedies available to the Department.

10. Unless otherwise directed in writing by the Department, Respondent shall submit two (2) copies of all documents required by this ACO to the individual identified below, who shall be the Department's contact for all matters concerning this ACO::

Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement
9 Ewing Street, Mail Code 09-01
P.O. Box 420
Trenton NJ 08625-0420
Attention: Supervisor, Northern Region

E. STIPULATED PENALTIES

11. Respondent shall pay stipulated penalties to the Department, as set forth below, for failure to comply with the provisions of this ACO, unless the Department has notified Respondent in writing that a stipulated penalty will not be assessed for violations of the compliance schedule pursuant to the force majeure provisions of this ACO.

<u>Calendar Days After Due Date</u>	<u>Per Calendar Day</u>
1 – 7	\$100
8 – 14	\$200
15 – over	\$500

12. Within 45 calendar days after Respondent's receipt of a written demand from the Department for stipulated penalties, Respondent shall submit payment to the Department as outlined therein.
13. If Respondent fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70, or assess civil administrative penalties for violations of this ACO.
14. The payment of stipulated penalties does not alter Respondent's responsibility to complete all requirements of this ACO.

F. FORCE MAJEURE

15. If any event occurs which is beyond the control of Respondent and which Respondent believes will or may cause delay in the achievement of the compliance schedule provisions of this ACO, Respondent shall notify the Department in writing within 7 calendar days of becoming aware of the delay or anticipated delay, as appropriate. In the notification, Respondent shall reference

this paragraph, describe the anticipated length of the delay, the precise cause or causes of the delay, and any measures taken or to be taken to minimize the delay. Respondent shall take all necessary action to prevent or minimize any such delay.

16. The Department may adjust the deadlines in the compliance schedule of this ACO for a period no longer than the delay if the Department finds that:
 - i. Respondent has complied with the notice requirements of the above paragraph;
 - ii. Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, or other circumstances beyond the control of Respondent, and;
 - iii. Respondent has taken all reasonable actions to prevent or minimize the delay.
17. If the Department denies Respondent's force majeure request, Respondent may be subject to stipulated penalties. The burden of proving that any delay is caused by circumstances beyond the control of Respondent, and the length of any such delay attributable to those circumstances, shall rest with Respondent. Increases in the cost or expenses incurred by Respondent in fulfilling the requirements of this ACO shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Contractor's breach shall not automatically constitute force majeure.

G. RESERVATION OF RIGHTS

18. The Department reserves the right to unilaterally terminate this ACO in the event Respondent violates any term. However, before the Department terminates this ACO pursuant to this paragraph, the Department will notify Respondent in writing of their obligations, and Respondent shall have reasonable time under the circumstances, not to exceed thirty (30) calendar days, to perform said obligations.
19. The Department reserves the right to seek reimbursement for past costs incurred in the oversight of this ACO.
20. This ACO shall not be construed to affect or waive claims of federal or state natural resources trustees against any party for damages or injury to natural resources.
21. The Department reserves the right to require Respondent to take any and all additional measures should the Department determine that such measures are necessary to protect human health and/or the environment. Nothing in this ACO constitutes a waiver of any statutory right or enforcement powers of the Department to require Respondent to undertake such additional measures should the Department determine that they are necessary.

H. GENERAL PROVISIONS

22. Nothing contained in this ACO restricts the ability of the Department to raise the above Findings in any other proceeding, specifically including, but not limited to, proceedings pursuant to N.J.S.A. 13:1E-126 et seq., (commonly referred to as A-901).

23. This ACO shall be binding on Respondent, their respective agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
24. This ACO shall be fully enforceable as a final Administrative Order in the New Jersey Superior Court.
25. Respondent agrees not to contest the terms or conditions of this ACO except that Respondent may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce this ACO's provisions.
26. This ACO shall not relieve Respondent from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.
27. Nothing in this ACO shall preclude the Department from taking immediate action or seeking injunctive relief to protect the public health, safety, welfare and/or environment.
28. No modification or waiver of this ACO shall be valid except by written amendment duly executed by Respondent and the Department or by the Department's written modification pursuant to the force majeure provisions herein.
29. Unless otherwise specifically provided herein, Respondent shall submit all documents required by this ACO, except penalty payments, to the Department by certified mail, return receipt requested or by hand delivery with an acknowledgment of receipt form for the Department's signature to:

Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement
9 Ewing Street, Mail Code 09-01
P.O. Box 420
Trenton NJ 08625-0420
Attention: Supervisor, Northern Region

The date the Department receives the certified mail or executes the acknowledgment will be the date the Department uses to determine Respondent's compliance with this ACO.

30. Respondent shall not construe any unwritten or informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Respondent of their obligations under applicable Department permit(s) and approvals, this ACO, and or any applicable statutes or regulations promulgated thereunder.
31. In addition to the Department's statutory and regulatory rights to enter and inspect, Respondent shall allow the Department and its authorized representatives access to the site at

all times for the purpose of determining compliance with this ACO.

32. Nothing in this ACO shall preclude the Department from taking enforcement action against Respondent for matters not set forth in the findings of this ACO.
33. No obligations or penalties imposed by this ACO are intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
34. Respondent shall give written notice of this ACO to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the Former Selecto Flash Property which is the subject of this ACO and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of the Former Selecto Flash Property. In addition, the parties agree that any contract, lease, deed or any other agreement that Respondent enters into to convey any permit, approval, property, or operational control of same that is the subject of this ACO shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume the obligations imposed by this ACO.
35. The Department reserves all statutory and common law rights to require Respondent to take additional action(s) if the Department determines that such actions are necessary to protect public health, safety, welfare and the environment. Nothing in this ACO shall constitute a waiver of any statutory or common law right of the Department to require such additional measures should the Department determine that such measures are necessary.
36. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
37. If any provision of this ACO is found invalid or unenforceable, the remainder of this ACO shall not be affected thereby and each provision shall be valid and enforced to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO if, after such finding, it determines that the remaining ACO does not serve the purpose for which it was intended.
38. This ACO represents the complete and integrated agreement of, and shall be binding upon, and/or inure to the benefit of, the State of New Jersey, the Department, and their divisions, agencies, and respective successors, and Respondent and their respective responsible corporate officials, agents, successors, assignees, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
39. The Department reserves the right to unilaterally terminate this ACO in the event Respondent violates its terms and to take any additional enforcement action it deems necessary.
40. This ACO shall terminate upon receipt by Respondent of written notice from the Department that all the requirements of this ACO have been satisfied.

41. Respondent hereby agrees to comply with this ACO, which shall be fully enforceable as a final agency order in the Superior Court of New Jersey, including under N.J. Court Rules 4:67 and 4:70. Respondent agrees not to contest the terms or conditions of this Settlement Agreement in any action brought by the Department to enforce its provisions.
42. This ACO shall become effective upon the execution hereof by all parties, subject to completion of any required public participation process.
43. The below-named warrant that they are authorized to act as Signatories in this ACO, and bind themselves, their successors, assignees, and/or trustees to comply with the terms and provisions of this ACO.

DATED: _____

BY: _____

NAME: Leonard Lepore

TITLE: West Orange Township Engineer

By this signature, I certify that I have full authority to execute this document on behalf of the Township of West Orange (Respondent to this ACO)

NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION

DATED: _____

BY: _____

NAME: _____

TITLE: _____

By this signature, I certify that I have full authority to execute this document on behalf of NJDEP.

ATTACHMENT 1

Site Map Depicting Location of The Subject Material

RESOLUTION AUTHORIZING ADMINISTRATIVE CONSENT ORDER WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR CONTAMINATED MATERIALS AT 18 CENTRAL AVENUE, BLOCK 9, LOT 36 AND 4 TOMPKINS STREET, BLOCK 7, LOT 22

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A –1 et seq. (the “Local Redevelopment and Housing Law”), the Township of West Orange (the “Township”) is empowered to implement redevelopment plans and carry out redevelopment projects in the Township; and

WHEREAS, in accordance with the criteria set forth in the Local Redevelopment and Housing Law, the Township adopted Resolution No. 228-16 which designated as “an area in need of redevelopment” approximately 2.5 acres identified as Block 9, Lots 11.01, 11.02, 11.03, 32, & 36 and Block 7, Lot 22 as each respective parcel of property is designated upon the official Tax Maps of the Township of West Orange (the “Properties”); and

WHEREAS, pursuant to Resolution 121-16, the Township of West Orange (the “Township”) retained Matrix New World (“Matrix”) to conduct a Preliminary Assessment and Site Investigation as to the Properties; and

WHEREAS, an abandoned building was located at 18 Central Avenue (“18 Central”) which had fallen into disrepair; and

WHEREAS, on March 7, 2017, the Township adopted Resolution No. 68-17 authorizing the execution of an Interim Redevelopment Agreement with The Alpert Group which included the demolition of the 18 Central abandoned structure; and

WHEREAS, the 18 Central abandoned structure contained contaminated materials that must be disposed of in accordance with all applicable environmental laws under the requirements regulated by the New Jersey Department of Environmental Protection (the “DEP”); and;

WHEREAS, the Township has negotiated an Administrative Consent Order (the “ACO”) with the DEP extending the timeframe until May 1, 2020 and procedures for removal and disposal of the contaminated materials, annexed hereto as Exhibit “A.”

NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that that the Township is authorized to execute the ACO with the DEP annexed hereto as Exhibit “A”; and it is further

RESOLVED, that the **Township Engineer** is hereby authorized to execute the ACO with the DEP annexed hereto as Exhibit “A”; and it is further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office to the extent required with applicable law.

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

Susan McCartney, Council President

Adopted: September 4, 2018

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) is the owner of real property known as Block 170, Lots 13, 15.03 and 17 on the Tax Map of the Township commonly known as 590 Mt. Pleasant Avenue (the “Property”); and

WHEREAS, the Township utilizes the Property as an integral part of its Recycling Program; and

WHEREAS, the operations conducted at the Property include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents for mixed paper, cardboard, consumer electronics, tires, clean wood, and commingled containers; and

WHEREAS, in 2013, the Township entered into an agreement with Reliable Wood Products, LLC (“Reliable Wood”) of 393 Lincoln Boulevard, Middlesex, New Jersey, 08846 for the operation of the Recycling Center for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Recycling Center for the collection and processing of mixed paper, cardboard and commingled containers (the “Operations”) for a period of three (3) years with two (2) additional one year options, annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the Township authorized the two (2) additional one-year options;

WHEREAS, on June 9, 2018, the Township advertised a Request for Proposal (“RFP”) entitled “Request for Proposal for Operation of the Township of West Orange Recycling Center” to award a new Contract to operate the West Orange Recycling Center (the “Contract”) following the expiration of the Agreement; and

WHEREAS, on July 17, 2018, the Township received a single proposal from

Reliable Wood (the “Proposal”), and

WHEREAS, the Proposal contains certain exceptions and conditions to be examined and evaluated by the Township prior to a determination as to the award of the Contract, and

WHEREAS, the Township also wishes to explore revisions to the RFP and the Operations described therein, and

WHEREAS, the Township requires additional time to determine the award of the Contract, but still requires the Operations at the Property; and

WHEREAS, pursuant to N.J.S.A. 40A:11-24(a), Reliable Wood consented to an extension of its proposal until December 31, 2018; and

WHEREAS, annexed hereto as Exhibit “A” is a copy of a proposed agreement (the “Temporary Agreement”) authorizing a temporary extension of the Agreement until December 31, 2018 to allow the Township to evaluate and determine the award of the Contract.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to enter into the Temporary Agreement, annexed hereto as Exhibit “A;” and be it further

RESOLVED that the Mayor be and is hereby authorized to execute the Temporary Agreement, annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s Signature.

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

Susan McCartney
Council President

Adopted: September 4, 2018
4818-3395-0832, v. 1

Exhibit “A”

**TEMPORARY EXTENSION OF
MANAGEMENT, OPERATION AND MAINTENANCE
SERVICE AGREEMENT FOR THE WEST ORANGE
RECYCLING CENTER AND COMPOSTING FACILITY**

This Temporary Extension Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at 393 Lincoln Boulevard, Middlesex, New Jersey ("Reliable").

WITNESSETH

WHEREAS, the Township is the owner of real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, (the "Property") and

WHEREAS, the Township utilizes this Property as an integral part of its Recycling Program as it houses the Facility; and

WHEREAS, the operations conducted at the Facility include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents to dispose of mixed paper, cardboard and commingled containers, and

WHEREAS, the Township has sought the services of a firm to operate the Facility for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Facility for mixed paper, cardboard and commingled containers; and

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2013 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

WHEREAS, on August 27, 2013, the Township received a response to the Request for Proposal from Reliable, a portion of which is annexed hereto as **Exhibit "B"**; and

WHEREAS, the Director of Public Works, along with the evaluation committee reviewed Reliable's proposal and found same to be responsive and recommended that a contract be awarded to Reliable; and

WHEREAS, by Resolution No. 183-13, adopted September 17, 2013, the Township Council authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal; and

WHEREAS, the Township and Reliable executed the agreement, annexed hereto as **Exhibit "C"** (the "Agreement") scheduled to expire on October 1, 2018; and

WHEREAS, on June 9, 2013, the Township advertised a Request for Proposal ("RFP") entitled "Request for Proposal for Operation of the Township of West Orange Recycling

Center” to award a new Contract to operate the West Orange Recycling Center (the “Contract”) following the expiration of the Agreement; and

WHEREAS, on July 17, 2018, the Township received a single proposal from Reliable Wood (the “Proposal”), and

WHEREAS, the Proposal contains certain exceptions and conditions to be examined and evaluated by the Township prior to a determination as to the award of the Contract.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree that the terms and conditions of the Agreement, annexed hereto as Exhibit “C” shall be extended for a period three (3) months until December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By:_____
Robert D. Parisi, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC

Mr. Eugene J. Ciarkowski

By:_____
Managing Member

Exhibit “A”

Request for Proposal

For Operation of the Township of West Orange

Recycling Center

590 Mt. Pleasant Avenue

West Orange, New Jersey

For Class B, Exempt Woods

Class C, Exempt Compost Operation

And the Recycling Convenience Center

July 2013

The Township of West Orange

Anne DeSantis

Purchasing Agent

66 Main Street, Room 111

West Orange, New Jersey 07052

973-325-4055

Section 1.0- General Description

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- 3.01 Respondent Disclosure Form
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- 3.03 Moral Integrity Affidavit for Contract
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- 3.05 Subcontractor Use Form
- 3.06 Experience Statement
- 3.07 Qualifications of Personnel
- 3.08 Equipment List (in a form to be supplied by responding party)
- 3.09 Consent of Surety
- 3.10 Affirmative Action Requirements
- 3.11 Affirmative Action Affidavit
- 3.12 Proposal Form
- 3.13 Respondent Proposal Form
- 3.14 Disclosure of Violation Form
- 3.15 Disclosure of Political Contributions
- 3.16 List of All Certified Compost Facility Operators with Copies of
Certificates (to be supplied by responding party)
- 3.17 Equipment Dedication Affidavit
- 3.18 Bid Bond Form (in a form to be supplied by responding party)

***Appendices – Facility Site Plan, and Site Improvement Plan and Layout – (to be
supplied by responding party)***

- Appendix “A” Current Facility Site Plan
- Appendix “B” Site Improvement Plan and Layout (in a form to be supplied by
responding party)

SECTION 1.0

GENERAL DESCRIPTION

1.01 ***General Description***

- 1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **October 1, 2013** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, August 27, 2013**, and will be publicly opened by the Township of West Orange Clerk's Office on **Tuesday, August 27, 2013 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange. When submitting a response, there shall be three (3) copies submitted, and one (1) packet shall contain original documents.

- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- o Proposal Documents for Operation of Township of West Orange Recycling Center
- o Respondent's Name
- o Respondent's Address
- o Respondent's Telephone and Fax Numbers
- o New Jersey Certificate of Registration as a Public Works Contractor
- o New Jersey Business Registration Certificate

1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- o Respondent Disclosure Statement (See Section 3.01)
- o Affidavit of Authorization (See Section 3.02)
- o Moral Integrity Affidavit (See Section 3.03)
- o Non-Collusion Affidavit (See Section 3.04)
- o Subcontractor Use Form (See Section 3.05)
- o Experience Affidavit (See Section 3.06)
- o Personnel Affidavit (See Section 3.07)
- o Equipment List (in a form to be supplied by responding party)(See Section 3.08)
- o Consent of Surety (See Section 3.09)
- o Affirmative Action Requirement (See Section 3.10)
- o Affirmative Action Affidavit (See Section 3.11)
- o Proposal Form (See Section 3.12)
- o Respondent Proposal Form (See Section 3.13)
- o Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.14)
- o Disclosure of Political Contributions (See Section 3.15)
- o All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party) (See Section 3.16)
- o Equipment Dedication Affidavit (See Section 3.17)
- o "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.18)
- o Facility Site Plan (See Appendix "A")
- o Detailed Facility Site Plan Improvements and Layout (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before July 29, 2013, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before August 20, 2013.

1.03 ***Authorization to do Business in New Jersey***

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 ***Qualifications and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.

1.04.2 All Respondents must demonstrate a minimum three (3) years of successful experience operating a Class B Vegetative Waste Processing Facility (Exempt or Non Exempt), a Class C Leaf Compost Facility (Exempt or Non Exempt) and a Recycling Convenience Center of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- o Facility Owner
- o Location of Facility
- o Responsibilities
- o Principals of each firm involved;
- o Contact person, including telephone number and address; and

- o Evidence that the firm complied with all applicable statutes, laws and regulations during the operation of the facility.
- 1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.
- 1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.
- 1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.
- 1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.
- 1.05 ***Familiarity with the Work***
 - 1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost/Processing of Depot/Transfer facility operations and other applicable Rules and Regulations.
 - 1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.
 - 1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.
- 1.06 ***Interpretation of Documents***
 - 1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No

other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

1.07.1.1 Not fully responsive to the RFP

1.07.1.2 Inability to qualify or perform the specified work

1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.

1.08 ***Award and Execution of Contract***

1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.

1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these bid documents. In addition to the bidder's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:

- 1) Revenues to be received or cost to be paid
- 2) Experience of the Respondent
- 3) Qualifications of staff to be assigned the work
- 4) Equipment to be assigned to perform the work
- 5) Violations, Fines, Notices of Violations from any governmental agency

6) Detailed site improvement plan

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost	0 to 40
2. Experience of Respondent	0 to 15
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15
6. Detailed Site Improvement Plan	0 to 5

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2013 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one year extension if it will exercise the option and renew the contract for the fifth and final year.
- 1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.
- 1.09 ***Insurance***
- 1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.
- 1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.
- 1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 ***Bid Proposal Security***

1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a “bid bond” supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company’s Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the bid security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

1.10.2 The bid security will be held by the Township of West Orange as security for fulfillment of the Respondent’s Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the bid security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the bid security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent’s proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).

1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The supervisory personnel indicated in the Proposal shall not be changed without approval from the Township of West Orange.

1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

1.14 ***Proposal Form***

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or by typewriter. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.14.4 The Proposal Form includes a Base Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost

Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this bid proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 ***Disputes Under the Contract***

1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

The types of disputes and the relevant procedures are set forth in N.J.S.A. 40A:11-50 which provides:

All contract documents entered into in accordance with the provisions of P.L. 1971, c 198 (C:40A:11-1 et seq.) after the effective date of P.L. 1977, c. 371 (C:40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such a mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et seq).

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute in a contract involving construction relates to a contract involving design, architecture, Engineering or management, upon the demand of contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the dispute are inappropriate for joinder.

1.17 ***Affirmative Action Requirements Exhibit B (Rev. 9/92) P.L. 1975, C. 127 (N.J.A.C.17:27) Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts***

1.17.1 During the performance of this contract, the Contractor agrees as follows.

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, 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 limit to the following: employment, upgrading, demotion, or transfer; 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 to this nondiscrimination clause.
- B. The Contractor and Subcontractor, where applicable will, in all solicitation 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, nationally or sex.

- C. 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.
- D. 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.
- E. 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
- F. 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, nation 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.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals 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.
- H. 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 statues and court decisions of the State of New

Jersey, and applicable Federal law and applicable Federal court decisions.

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

- 1) Letter of Federal Affirmative Action Plan Approval
- 2) Certificate of Employee Information Report
- 3) Employee Information Report Form AA302

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

1.18 ***Historical Recycling Quantities***

In the past five (5) years, the Recycling Center accepted approximately the following quantity of materials for recycling (quantities in tons):

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Aluminum Beverage Cans	Glass Food Containers	Corrugated Paper	Mixed Paper and Newspaper	Steel Cans (non-toxic)
2008	3,832	4,401	1,470	198	271	664	775	58
2009	2,183	4,421	1,351	123	298	373	305	56
2010	1,901	8,016	507	185	303	387	515	72
2011	9,644	1,662	1,872	9	128	239	391	18
2012	8,617	2,014	2,871			135	279	

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

Timeline of Important Dates

DATE	EVENT
July 29, 2013	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com.
August 20, 2013	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
August 27, 2013	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange.
October 1, 2013	Contract between winning bidder and Township of West Orange will commence.
June 2, 2016	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one year period.
October 1, 2016	First additional one year contractual periods commences if Township exercises its option.
June 2, 2017	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one year period.
October 1, 2017	Second additional one year contractual periods commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

“Class B” exempt wood waste operation shall mean the area designated as a Class B processing area on the site plan in Appendix “A.” This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

“Class B” recyclable material” means branches, woody plants wood chips from tree parts, tree parts and brush.

“Class C” exempt compost operation shall mean the area designated as a Class C processing operation on the site plan in Appendix “A.” The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than that incidentally found in the collection of leaves under any circumstances.

“Class C recyclable material” means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

“Environmental Compliance Officer” shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

“Law” shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

“Operating Schedule” shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

“Recycling Convenience Center” shall mean that area designated on the the site plan in Appendix “A.” The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

“Sand and Clean Fill” shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

“Site” shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

“Site Improvement” shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township’s Recycling Convenience Center and to operate the Township’s exempt Class B-Wood and the Township’s exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township.

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency, including, but not limited to any violation of law governing this site, shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility “As Is” and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix “A.”

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

Site Operation Component	Monday-Friday	Saturday	Sunday & Holidays
Recycling Convenience Center	7:30 A.M.-4:30 P.M.	7:30 A.M. - 4:00 P.M.	Closed
Class B	7:30 A.M.-4:30 P.M.	9:00 A.M. - 2:00 P.M.	Closed
Class C	7:30 A.M.-4:30 P.M.	9:00 A.M. – 2:00 P.M.	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

- 2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood
- 2.6.1(b) Class C recyclable material
- 2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.
- 2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers

- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

- 2.7.1. The following materials are specifically prohibited from acceptance at the Facility:
- 2.7.1(a) Hazardous materials
 - 2.7.1(b) Grass Clippings other than that incidentally found in the collection of leaves.

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all Township Residents and landscapers and tree service contractors who are licensed to do business in West Orange by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material is collected from outside the Township may be accepted by the Operator if it is limited to Class B and Class C materials provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only**, at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.5 The Operator may charge all other users of the Class “B” and Class “C” exempt facilities in its discretion.

2.9.6 The Operator may distribute and sell topsoil, compost, mulches and various landscape supplies from the Facility.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

- 2.11.1(a) Aluminum Beverage Cans
- 2.11.1(b) Glass food containers
- 2.11.1(c) Corrugated Paper
- 2.11.1(d) Mixed Paper
- 2.11.1(e) Steel food and product (non-toxic) containers
- 2.11.2(f) Tires (without rims)
- 2.11.2(g) Scrap metal
- 2.11.2(h) Propane Tanks (empty)
- 2.11.2(i) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange at no charge:

- 2.12.1(a) Mulch – 1200 cubic yards per year.
- 2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.

2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education –the Operator shall also annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the resident's personal use.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(b) The Operator is not required to load personal vehicles.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.3(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(a)I Class "B" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(b)I Class “C” recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(c) The Recycling Convenience Center shall be inspected one (1) time per month for the duration of the contract.

2.18.2 The Environmental Compliance Officer shall be paid for the inspection services above from the escrow fund established in accordance with this RFP.

2.18.2(a) The inspections outlined in 2.18.1(a) & (b) shall result in total charges of \$750.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of \$150.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$175.00/hour for each such inspection that exceeds 2.0 hours in length; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time and mileage.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 for the first year of operation to cover the cost of inspections as outlined herein.

2.18.6 The Operator agrees to place into escrow the sum of \$20,000 for the second year of the operation and each subsequent year of operation to cover the cost of inspections as outlined herein.

2.18.7 The Operator agrees to replenish the escrow upon notice by the Township on a pro-rata basis as a result of excessive complaints having been received and investigated.

2.19 LIQUIDATED DAMAGES

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, up to two hundred fifty dollars (\$250.00) shall be assessed per day for each such failure until such time as the Recycling Convenience Center has been made to comply with the facility operating requirements.

2.19.4 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Up to five thousand dollars (\$5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than that incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.6 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars (\$200.00) for each incident.

2.19.7 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.8 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of

West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.20 ANNUAL REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.2 All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

- 2.20.2(a) The marketing date
- 2.20.2(b) The weight receipt number
- 2.20.2(c) The market's name
- 2.20.2(d) The market's address
- 2.20.2(e) The weight of the material sold
- 2.20.2(f) The range and average price received per ton for each recyclable during the year.
- 2.20.2(g) All data must be provided on the Operator's letterhead and signed.
- 2.20.2(h) The prices paid to the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance by the Operator;

- b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
- c. Failure to provide proof of renewal of the Performance and Payment Bond (“Bond”) and Certificate of Insurance (“Insurance”) at least ten (10) business days before expiration of the existing Bond and Insurance;
- d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
- e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
- f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

- a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:
 - 1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);
 - 2. Failure to staff the Facility with at least one (1) person during all hours of operation;
 - 3. Failure to provide on-site every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for disposal;
 - 4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
 - 5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
 - 6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
 - 7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one year Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Operator's use of the Facility. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

If a bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder to be non-responsive.

The Operator shall provide a one year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-bidding the contract.

- b. Worker's Compensation Insurance per state requirements.

- c. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for “XCU” exposures and completed operations coverage.
- d. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- e. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- f. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

SECTION 3.0

PROPOSAL DOCUMENTS

Article 3.01

Respondent Disclosure Statement

Respondent Disclosure Statement must be fully and accurately completed. **IF YOU FAIL TO PROPERLY COMPLETE THIS RESPONDENT DISCLOSURE STATEMENT, THEN YOUR PROPOSAL COULD RESULT IN REJECTION.**

1. Business Form:

Indicate the business form by placing an "X" in the appropriate box:

- ☐ Corporation
- ☐ Partnership
- ☐ Other- if other, specify: _____

Names of Officers of Corporation or Partners

- | <i>Name</i> | <i>Title</i> |
|--------------------|---------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

Article 3.02

*State of New Jersey
Township of West Orange*

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

that he is the _____ (***Title***) who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent;

and that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

(Type of print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2013.

(Notary Public)

My commission expires _____.

Article 3.03

State of New Jersey

Township of West Orange

Moral Integrity Affidavit for Contract

State of _____
SS.

County of _____

I, _____, the _____ of
_____ hereinafter called the Respondent, being duly sworn,
deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows: (if none, so state).

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.
6. That the State in which the Respondent is incorporated is: _____

7. That if the answer to question # 6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.

8. That the names and addresses of the principals, officers, and shareholders of the Respondent are as follows:

(Use additional sheets if required)

9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.

10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein.

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2013.

(Notary Public)

My commission expires _____.

Article 3.04
Non-Collusion Affidavit

State of _____

SS.

County of _____

I, _____ of the Township of _____, in the County of _____ and the State of _____, of full age being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

Name of Contractor _____

(Sign Name Here)

Subscribed and sworn before me on this _____ day of _____ 2013.

(Notary Public)

My commission expires: _____

Note to Notary: When completing this form, all notaries must: **1-** Indicate date. **2.** Indicate State. **3.** Sign Name. **4.** Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: *The person who signed the proposal form from the respondent should sign this form also.*

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR PROPOSAL WILL BE REJECTED.

Article 3.05

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness:

(Name of Company)

(Address)

(Date)

BY:

(Sign Name (Original Signature Only))

(Print Name & Title)

Article 3.06

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

(Witness)

(Name of Company)

(Address)

(Date)

BY:_____
Sign Name (Original Signature Only)

(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.07

Qualifications of Personnel

Below provide the names of the personnel – both management, supervisory and non supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

(Witness)

(Name of Company)

(Address)

(Date)

BY:_____
Sign Name (Original Signature Only)

(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.08

Equipment List

[illegible]

Article 3.09

***Consent of Surety
To Accompany Proposal***

_____ (hereinafter called Surety), organized and existing under the laws of
The State of _____ and duly authorized and qualified to transact business in the State of
New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States
of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration,
hereby certified and agrees that if the contract for which that attached bid is made be awarded to
_____ (hereafter called Contractor) for the performance of certain work or
supplying of certain materials, or both, as more particularly set forth in said bid and described for
purposes of this instrument as a bid for _____ to the
TOWNSHIP OF WEST ORANGE and if Contractor shall enter into the contract with a bond in
the full amount of the contract price.

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

Article 3.10

Affirmative Action Requirement

Required Affirmative Action Evidence

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

Goods, Professional Service and General Service Contracts

Upon Award of a Goods and Service or Professional Services contract, it is the responsibility of the Public Agency to provide the vendor with the Initial Employee Information Report, Form AA-302, if the vender doesn't have a Certificate or Letter of Federal Approval. The Division does not supply this form to the Vendor. If the Public Agency requires a supply of forms, the Public Agency may call (609) 292-5475 and leave a detailed message on the voice mail system or submit a request to the Division of Affirmative Action forms. Forms will be mailed out to the Public Agency upon receipt of the message.

If the vendor has an expired certificate, the vendor must apply directly to the Division for a Renewal Form AA-302, Employee Information Report. As early as 90 days prior to the expiration of a certificate, a vendor may submit an application for renewal of the Certificate.

(Print or type Firm Name)

(Sign Name & Title- Stamped Signature Not Accepted)

(Print or Type Name & Title)

(Print or Type Date)

Article 3.11

Affirmative Action Affidavit

State of _____

Operation of the Township of West
Orange

SS.

Recycling Center

County of _____

I, _____ of the Township of _____, in the County
of _____ and the State of _____, of full age
being duly sworn according to law, on my oath depose and say that:

I am (President, Partner, Owner) of the firm of _____ a bidder making a
Proposal to provide Operation of the Township of West Orange Recycling Center and in
that capacity I have executed the Bid Proposal with full authority to do so.

Further, as the bidder I will comply with and certify 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.

I further understands that my bid shall be rejected as non-responsive if fail to comply with
the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

If the undersigned is an individual bidder, I sign in such capacity. If I sign in a
representative capacity, this Affidavit binds my principal and I certify that I have the
authority to bind my principal.

Signature of Company Officer

Subscribed and sworn to before me

this _____ day of _____ 201

Notary Public of
My Commission expires _____, 20

Article 3.12

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This bid shall include all site improvements necessary for all three operations including site vegetative screening and landscaping

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THREE YEAR PERIOD COMMENCING
OCTOBER 1, 2013 (PERIOD OCTOBER 1, 2013 THROUGH
SEPTEMBER 30, 2016)

\$ _____
In Numerals

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2013 (MONTHS 1 THROUGH 36)

\$ _____
In Numerals

In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2016 (PERIOD OCTOBER 1,
2016 THROUGH SEPTEMBER 30, 2017)

\$ _____
In Numerals

In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2017 (PERIOD OCTOBER 1, 2017 THROUGH
SEPTEMBER 30, 2018)

\$ _____
In Numerals

In Words

ARTICLE 3.13

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY

ADDRESS OF RESPONDENT

PRINT NAME & TITLE
CORPORATE SECRETARY

TELEPHONE NUMBER

By:

SIGNATURE

PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR PROPOSAL MAY BE REJECTED.

ARTICLE 3.14

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years

(Type or print name of affiant under
signature)

Subscribed and sworn to before me this _____ day of _____, 2013

(Notary Public)

My commission expires _____.

ARTICLE 3.15

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in the amount is awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S 40A: 11-1. et seq.), the successful bidder shall be required within seven (7) days of receipt of the notice of award of the contract, to file with the Division of Purchase and the Township Clerk in accordance with Ordinance 1180-93, a written statement setting forth all political contributions in cash or in kind, of \$200.00 or more made within five (5) years of the date of the notice of the award, either directly or indirectly, by said bidder, and/or any of its principal officers, to any elected official of the Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms

BIDDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2013.

(Notary Public)

My commission expires on _____.

Article 3.16

List All Certified Compost Facility Operators and Include Copies of Certificates,
including Compost Facility Operator Certificate
(to be supplied by responding party)

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STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS: Township of West Orange Recycling

Notary Public of
My Commission expires _____, 20

Article 3.18

Bid Bond Form

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APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

SIX (6) BUNKER SPACES (15'X30") FOR DROP OFF OF
LEAVES AND VEGETATED WASTE WITH PARKING
STALLS (15'X20") FOR PICK UP OF SOIL, MULCH, AND WOOD CHIPS

SIX (6) BUNKER SPACES (15'X30') FOR DROP OFF OF
LEAVES AND VEGETATED WASTE WITH PARKING
(X20') FOR PICK UP OF SOIL, MULCH, AND WOOD CHIPS

AREA TO BE USED FOR:
STORAGE OF UNPROCESSED CLASS B MATERIALS
STORAGE OF PROCESSED CLASS B & C MATERIALS

TEMP. LEAF
STORAGE
FOR TRANSFER

LEAF COMPOST AREA
30' WIDE
(3 ACRES MAX.)

16' WIDE FIRE LANE (TYP.)

FIRE AREA

ENTRANCE

**COMMON
EXIT**

- GATEHOUSE

**COMPACTOR
— TO REMAIN
(REAR LOAD)**

RESIDENT
DROP OFF

50' X 12'
- ADMINISTRATIVE
TRAILER

5 (30' X 12')
- FINISHED MATERIAL
STORAGE BINS

APPENDIX "A"

REFERENCES:

1. LOT LINES ON TOWNSHIP OF WEST ORANGE TAX MAPS PAGE 46 DATED MARCH 9, 1988 BY JOHN T. MCCANN.
2. EXISTING CONDITIONS WERE TAKEN FROM AN AERIAL SURVEY BY ROBINSON AERIAL SURVEYS INC., DATED 10/25/06 WITH PHOTOGRAPHY DATE OF 04/16/06, PROJECT NAME COMPOST YARD, LOCATED WEST ORANGE, NJ.
3. UPDATED EXISTING FEATURES TAKEN FROM AERIAL 2007-2008 HIGH RESOLUTION ORTHOPHOTOGRAPHY NUMBER J948 OBTAINED FROM THE NEW JERSEY GEOGRAPHIC INFORMATION NETWORK.

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7	

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4
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2
1

REVISIONS

CHKD.
C
DATE: 7/27/12
PROJ.: 990104
SCALE: 1"= 30'
THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE FOR WHICH IT WAS PREPARED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE COMPANY. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA. © 2012 CH2M HILL. ALL RIGHTS RESERVED.

OMLAND
ENGINEERING ASSOCIATES, INC.

54 Hopewell Road
Cedar Knolls, New Jersey 07927
Phone: 973-386-0400
Fax: 973-386-0406
E-mail: es@omland.com
Web: www.omland.com
NJ Certificate of Authorization
No. 246003604700

Charles J. Nomis, Jr.

CHARLES J. NOMIS, JR., P.E. Professional Engineer, License No. 246003604700
Professional Engineer, License No. 246003604700

PERMITTING PLANS FOR
 TOWNSHIP OF WEST ORANGE
 ECOLOGICAL CENTER
 SITE PLAN
 BLOCK 170, LOTS 13, 15.03 & 17
 TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

SHEET No. 1 OF 1

Exhibit “B”

Request for Proposal

For Operation of the Township of West Orange
Recycling Center

590 Mt. Pleasant Avenue
West Orange, New Jersey

For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center

July 2013

*The Township of West Orange
Anne DeSantis
Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052*

Section 1.0- General Description

- Public Notice
- 1.01 General Description
- 1.02 Preparation, Submission and Opening of Proposals
- 1.03 Authorization to do Business in New Jersey
- 1.04 Qualifications
- 1.05 Familiarity with the Work
- 1.06 Interpretation of Documents
- 1.07 Cause of Rejection
- 1.08 Award of Execution of Contract
- 1.09 Insurance
- 1.10 Bid Proposal Security
- 1.11 Consent of Surety, Performance and Payment Bond
- 1.12 Contract Documents
- 1.13 Operations and Marketing
- 1.14 Proposal Form
- 1.15 Compliance with the New Jersey Prevailing Wage Act
- 1.16 Disputes Under the Contract
- 1.17 Affirmative Action Requirements
- 1.18 Historical Recycling Quantities
- 1.19 Site Improvement Plan
- 1.20 Timeline of Important Dates

Section 2.0- Technical Information

- 2.01 Definitions
- 2.1 Scope of Work- Overview and Summary
- 2.2 Site Conditions
- 2.3 Administration of Contract
- 2.4 Hours of Operation
- 2.5 Site Access by the Township and its Agents
- 2.6 Acceptable Materials
- 2.7 Prohibited Materials
- 2.8 Sources of Materials
- 2.9 Fees Charged to Users
- 2.10 Marketing of Recyclable Materials
- 2.11 Permits
- 2.12 Materials to Township
- 2.13 On Site Improvements and Site Preparation
- 2.14 Work to be Performed
- 2.15 Utilities
- 2.16 Accident Reporting
- 2.17 Record Keeping
- 2.18 Regulatory Oversight by West Orange
- 2.19 Liquidated Damages
- 2.20 Annual Reporting of Recycling Convenience Center Activity
- 2.21 Changes to Operating Procedures

- 2.22 Termination
- 2.23 Operator Non- Performance
- 2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

- 3.01 Respondent Disclosure Form
- 3.02 Affidavit of Authorization for Contract
- 3.03 Moral Integrity Affidavit for Contract
- 3.04 Non-Collusion Affidavit
- 3.05 Subcontractor Use Form
- 3.06 Experience Statement
- 3.07 Qualifications of Personnel
- 3.08 Equipment List (in a form to be supplied by responding party)
- 3.09 Consent of Surety
- 3.10 Affirmative Action Requirements
- 3.11 Affirmative Action Affidavit
- 3.12 Proposal Form
- 3.13 Respondent Proposal Form
- 3.14 Disclosure of Violation Form
- 3.15 Disclosure of Political Contributions
- 3.16 List of All Certified Compost Facility Operators with Copies of Certificates
(to be supplied by responding party)
- 3.17 Equipment Dedication Affidavit
- 3.18 Bid Bond Form (in a form to be supplied by responding party)
- 3.19 Iranian Disclosure Statement

Appendices – Facility Site Plan, and Site Improvement Plan and Layout – (to be supplied by responding party)

- Appendix “A” Current Facility Site Plan
- Appendix “B” Site Improvement Plan and Layout (in a form to be supplied by responding party)

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

July 15, 2013

NOTICE TO BIDDERS

The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center.**

The submission date is **Tuesday August 27, 2013 at 3:30 pm**, bids received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to adesantis@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified. Bidder must supply one (1) original, two (2) copies of original, and one (1) PDF copy on CD ROM.

Each proposal must be accompanied by a bid bond or certified check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for 100% of bid proposal. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), have a valid NJ Business Registration Certificate P.L. 2004, c.57, and must comply with the New Jersey Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Anne DeSantis
Purchasing Agent

1.01 *General Description*

- 1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **October 1, 2013** with options to renew for two additional one (1) year periods.

1.02 *Preparation, Submission and Opening of Proposals*

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, August 27, 2013**, and will be publicly opened by the Township on **Tuesday, August 27, 2013 at 3:30**

P.M., Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be one (1) original, two (2) copies of original, and one (1) PDF copy on CD Rom.

- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

- 1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- Proposal Documents for Operation of Township of West Orange Recycling Center
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers

1.02.4

Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- Respondent Disclosure Statement (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Moral Integrity Affidavit (See Section 3.03)
- Non-Collusion Affidavit (See Section 3.04)
- Subcontractor Use Form (See Section 3.05)
- Experience Affidavit (See Section 3.06)
- Personnel Affidavit (See Section 3.07)
- Equipment List (in a form to be supplied by responding party)(See Section 3.08)
- Consent of Surety (See Section 3.09)
- Affirmative Action Requirement (See Section 3.10)
- Affirmative Action Affidavit (See Section 3.11)
- Proposal Form (See Section 3.12)
- Respondent Proposal Form (See Section 3.13)
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.14)
- Disclosure of Political Contributions (See Section 3.15)
- Iranian Disclosure Statement (see Section 3.16)
- All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party) (See Section 3.17)
- Equipment Dedication Affidavit (See Section 3.18)
- "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.19)
- Facility Site Plan (See Appendix "A")
- Detailed Facility Site Plan Improvements and Layout (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5

Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6

All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before July 29, 2013, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren

Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before August 20, 2013.

1.03 *Authorization to do Business in New Jersey*

- 1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 *Qualifications and Additional Submission Requirements*

- 1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 *Technical Information* with demonstrated experience on similar projects.

- 1.04.2 All Respondents must demonstrate a minimum three (3) years of successful experience operating a Class B Vegetative Waste Processing Facility (Exempt or Non Exempt), a Class C Leaf Compost Facility (Exempt or Non Exempt) and a Recycling Convenience Center of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the

Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;
- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statutes, laws and regulations during the operation of the facility.

- 1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.

- 1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

- 1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any respondent.
- 1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.
- 1.05 *Familiarity with the Work*
- 1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost/Processing of Depot/Transfer facility operations and other applicable Rules and Regulations.
- 1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.
- 1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.
- 1.06 *Interpretation of Documents*
- 1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.
- 1.07 *Cause of Rejection*
- 1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:
- 1.07.1.1 Not fully responsive to the RFP
 - 1.07.1.2 Inability to qualify or perform the specified work

- 1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.
- 1.08 *Award and Execution of Contract*
- 1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.
- 1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.
- 1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these bid documents. In addition to the bidder's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:
- 1) Revenues to be received or cost to be paid
 - 2) Experience of the Respondent
 - 3) Qualifications of staff to be assigned the work
 - 4) Equipment to be assigned to perform the work
 - 5) Violations, Fines, Notices of Violations from any governmental agency
 - 6) Detailed site improvement plan

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost	0 to 30
2. Experience of Respondent	0 to 25
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2013 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one year extension if it will exercise the option and renew the contract for the fifth and final year.
- 1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.
- 1.09 ***Insurance***
- 1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.
- 1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.
- 1.09.3 The coverage under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.
- 1.10 ***Bid Proposal Security***
- 1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a "bid bond" supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the bid security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.
- 1.10.2 The bid security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances,

and other documentation required within the specified time, shall forfeit the bid security.

- 1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the bid security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

- 1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

- 1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

- 1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

- 1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

- 1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).
- 1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The supervisory personnel indicated in the Proposal shall not be changed without approval from the Township of West Orange.
- 1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.
- 1.14 ***Proposal Form***
- 1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or by typewriter. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.
- 1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.
- 1.14.3 All names must be typed or legibly printed below the signature.
- 1.14.4 The Proposal Form includes a Base Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.
- 1.15 ***Compliance with the New Jersey Prevailing Wage Act***
- The work solicited under this bid proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.
- 1.16 ***Disputes Under the Contract***
- 1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

The types of disputes and the relevant procedures are set forth in N.J.S.A. 40A:11-50 which provides:

All contract documents entered into in accordance with the provisions of P.L. 1971, c 198 (C:40A:11-1 et seq.) after the effective date of P.L. 1977, c. 371 (C:40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such a mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et seq).

Notwithstanding industry rules or any provisions of law to the contrary, whenever a dispute in a contract involving construction relates to a contract involving design, architecture, Engineering or management, upon the demand of contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the dispute are inappropriate for joinder.

1.17 ***Affirmative Action Requirements Exhibit B (Rev. 9/92) P.L. 1975, C. 127 (N.J.A.C.17:27) Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts***

1.17.1 During the performance of this contract, the Contractor agrees as follows.

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment

because of age, race, creed, color, national origin, ancestry, marital status, 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 limit to the following: employment, upgrading, demotion, or transfer; 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 to this nondiscrimination clause.

- B. The Contractor and Subcontractor, where applicable will, in all solicitation 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, nationally or sex.
- C. 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.
- D. 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.
- E. 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

- F. 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, nation 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.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals 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.
- H. 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.
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of following three documents.
 - 1) Letter of Federal Affirmative Action Plan Approval
 - 2) Certificate of Employee Information Report
 - 3) Employee Information Report Form AA302

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

In the past five (5) years, the Recycling Center accepted approximately the following quantity of materials for recycling (quantities in tons):

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Aluminum Beverage Cans	Glass Food Containers	Corrugated Paper	Mixed Paper and Newspaper	Steel Cans (non-toxic)
2008	3,832	4,401	1,470	198	271	664	775	58
2009	2,183	4,421	1,351	123	298	373	305	56
2010	1,901	8,016	507	185	303	387	515	72
2011	9,644	1,662	1,872	9	128	239	391	18
2012	8,617	2,014	2,871			135	279	

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement.

1.19 *Site Improvement Plan*

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 *Timeline of Important Dates*

DATE	EVENT
July 29, 2013	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com.
August 20, 2013	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
August 27, 2013	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange.
October 1, 2013	Contract between winning bidder and Township of West Orange will commence.
June 2, 2016	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one year period.
October 1, 2016	First additional one year contractual periods commences if Township exercises its option.
June 2, 2017	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one year period.
October 1, 2017	Second additional one year contractual periods commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01- DEFINITIONS

"Class B" exempt wood waste operation shall mean the area designated as a Class B processing area on the site plan in Appendix "A." This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

"Class B" recyclable material" means branches, woody plants wood chips from tree parts, tree parts and brush.

"Class C" exempt compost operation shall mean the area designated as a Class C processing operation on the site plan in Appendix "A." The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than that incidentally found in the collection of leaves under any circumstances.

"Class C recyclable material" means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

"Environmental Compliance Officer" shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

"Law" shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

"Operating Schedule" shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

"Recycling Convenience Center" shall mean that area designated on the the site plan in Appendix "A." The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

"Sand and Clean Fill" shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

"Site" shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

"Site Improvement" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township's Recycling Convenience Center and to operate the Township's exempt Class B-Wood and the Township's exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township.

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency, including, but not limited to any violation of law governing this site, shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility "As Is" and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix "A."

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

Site Operation Component	Monday-Friday	Saturday	Sunday & Holidays
Recycling Convenience Center	7:30 A.M.-4:30 pm P.M.	7:30 A.M. - 4:00 P.M.	Closed
Class B	7:30 A.M.-4:30 P.M.	9:00 A.M. - 2:00 P.M.	Closed
Class C	7:30 A.M.-4:30 P.M.	9:00 A.M. - 2:00 P.M.	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

- 2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood
- 2.6.1(b) Class C recyclable material
- 2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.
- 2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics

- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1. The following materials are specifically prohibited from acceptance at the Facility:

- 2.7.1(a) Hazardous materials
- 2.7.1(b) Grass Clippings other than that incidentally found in the collection of leaves.

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all Township Residents and landscapers and tree service contractors who are licensed to do business in West Orange by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material is collected from outside the Township may be accepted by the Operator if it is limited to Class B and Class C materials provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only**, at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion.

2.9.6 The Operator may distribute and sell topsoil, compost, mulches and various landscape supplies from the Facility.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

- 2.11.1(a) Aluminum Beverage Cans
- 2.11.1(b) Glass food containers
- 2.11.1(c) Corrugated Paper
- 2.11.1(d) Mixed Paper
- 2.11.1(e) Steel food and product (non-toxic) containers
- 2.11.2(f) Tires (without rims)
- 2.11.2(g) Scrap metal
- 2.11.2(h) Propane Tanks (empty)
- 2.11.2(i) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange at no charge for choice of regular or colored mulch:

- 2.12.1(a) Mulch – 1200 cubic yards per year.
- 2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.
- 2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education –the Operator shall also annually provide processed Vegetative Waste of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

- 2.12.2(a) Mulch – 120 cubic yards per year.
- 2.12.2(b) Top soil (double screened) – 150 cubic yards per year

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the resident's personal use.

- 2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.
- 2.12.3(b) The Operator is not required to load personal vehicles.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.3(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(a)I Class "B" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected three (3) times per month for the first six (6) months of the contract.

2.18.1(b)I Class "C" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(c) The Recycling Convenience Center shall be inspected one (1) time per month for the duration of the contract.

2.18.2 The Environmental Compliance Officer shall be paid for the inspection services above from the escrow fund established in accordance with this RFP.

2.18.2(a) The inspections outlined in 2.18.1(a) & (b) shall result in total charges of \$750.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of \$150.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$175.00/hour for each such inspection that exceeds 2.0 hours in length; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time and mileage.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 for the first year of operation to cover the cost of inspections as outlined herein.

2.18.6 The Operator agrees to place into escrow the sum of \$20,000 for the second year of the operation and each subsequent year of operation to cover the cost of inspections as outlined herein.

2.18.7 The Operator agrees to replenish the escrow upon notice by the Township on a pro-rata basis as a result of excessive complaints having been received and investigated.

2.19 LIQUIDATED DAMAGES

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

~~2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:~~

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, up to two hundred fifty dollars (\$250.00) shall be assessed per day for each such failure until such time as the Recycling Convenience Center has been made to comply with the facility operating requirements.

2.19.4 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Up to five thousand dollars (\$5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than that incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.6 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars (\$200.00) for each incident.

2.19.7 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.8 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.20 ANNUAL REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.2 All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

2.20.2(a) The marketing date

2.20.2(b) The weight receipt number

2.20.2(c) The market's name

2.20.2(d) The market's address

2.20.2(e) The weight of the material sold

2.20.2(f) The range and average price received per ton for each recyclable during the year.

2.20.2(g) All data must be provided on the Operator's letterhead and signed.

2.20.2(h) The prices paid to the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance by the Operator;
- b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
- c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
- d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
- e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
- f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

- a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:
 1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);

2. Failure to staff the Facility with at least one (1) person during all hours of operation;
3. Failure to provide on-site every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for disposal;
4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one year Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Operator's use of the Facility. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

If a bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder to be non-responsive.

The Operator shall provide a one year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance

bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-bidding the contract.

- b. Worker's Compensation Insurance per state requirements.
- c. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- d. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- e. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- f. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

SECTION 3.0

PROPOSAL DOCUMENTS

ARTICLE 3.1

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. _____

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Co: ☒ _____
Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

Name: See Exhibit 3.1 attached hereto

Home Address: _____

Name: _____

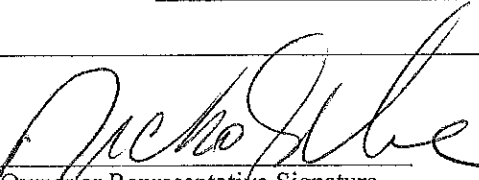
Home Address: _____

Name: _____

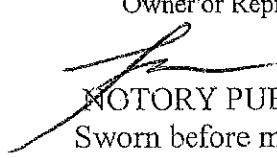
Home Address: _____

Name: _____

Home Address: _____


Owner or Representative Signature

Nicholas Vene, Senior Regional
Print Name & Title Vice President


NOTARY PUBLIC

Sworn before me this 27 day of August 2013.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

EXHIBIT 3.1

SHAREHOLDER DISCLOSURE

With regard to the disclosure requirements under N.J.S.A. 52:25-24.5, please review the following:

Disclosure of Ownership:

1. Reliable Wood Products, LLC., a New Jersey limited liability company and Nature's Choice Corporation, a New Jersey corporation, each having a principal office at 1 Caven Point Avenue, Jersey City, NJ 07305, are both 100% owned by Harvest Garden State, L.L.C., a Delaware limited liability company with a principal address at 221 Crescent Street, Suite 402, Waltham, MA 02453 ("Harvest Garden State").
2. Harvest Garden State is 100% owned by Harvest Power, Inc., a Delaware corporation with a principal address at 221 Crescent Street, Suite 402, Waltham, MA 02453 ("Harvest" or the "Company").
3. Harvest is owned by multiple stockholders. The following two stockholders own 10% or more of the outstanding stock:
 - 3.1. KPCB Holdings, Inc. ("KPCB") as nominee (c/o Kleiner Perkins Caulfield Byers, 2750 Sand Hill Road Menlo Park, CA 94025). KPCB is a private equity investment fund with its principal office located in Menlo Park, CA. The identities of individual fund investors having a ten percent (10%) or more ownership interest in the fund is not known by the owners, officers or employees of Harvest or its subsidiaries and is deemed confidential and the subject of separate non-disclosure agreements between individual investment partners and the fund and its officers, employees, managers and advisors. Neither Harvest nor any of its subsidiaries is a party to these non-disclosure agreements.
 - 3.2. TNVP Harvest Power Fund I, L.P. ("TNVP") (205 N. Michigan Ave. Suite 2930 Chicago, IL 60601). TNVP is a private equity investment fund with its principal office located in Chicago, IL. The identities of individual fund investors having a ten percent (10%) or more ownership interest in the fund is not known by the owners, officers or employees of Harvest or its subsidiaries and is deemed confidential and the subject of separate non-disclosure agreements between individual investment partners and the fund and its officers, employees, managers and advisors. Neither Harvest nor any of its subsidiaries is a party to these non-disclosure agreements.

None of the stockholders of Harvest identified above have the ability to control or manage the activity of the Company.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

HARVEST GARDEN STATE, LLC

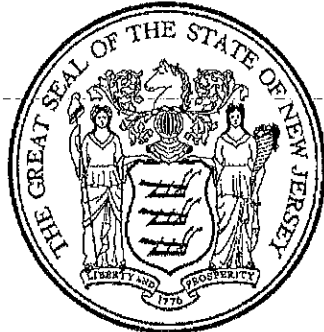
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I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Limited Liability Company was registered by this office on September 5, 2012.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628*



Certification# 129294335

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
16th day of August, 2013*

*Andrew P Sidamon-Eristoff
State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Article 3.2

*State of New Jersey
Township of West Orange*

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Hudson

Nicholas Vene being duly sworn,

deposes and says that he resides at 40 McCambell Rd., Holmdel, NJ

Senior Regional
that he is the Vice President (*Title*) who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

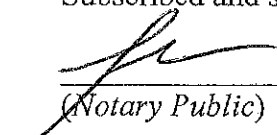
that all declarations and statements contained in the Proposal are true, to the best of his

knowledge and belief.


(Type of print name of affiant under signature)

Nicholas Vene

Subscribed and sworn to before me this 27th day of August 2013.


(Notary Public)

My commission expires May 4, 2014.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Artical 3.03

State of New Jersey

Township of West Orange

Moral Integrity Affidavit for Contract

State of New Jersey

SS.

County of Hudson

I, Nicholas Vene, Senior Regional
the Vice President of

Reliable Wood Products, LLC hereinafter called the Respondent, being duly sworn,

deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

NONE

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, so state).

NONE

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.
6. That the State in which the Respondent is formed is: New Jersey

7. That if the answer to question # 6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
8. That the names and addresses of the principals, officers, and shareholders of the Respondent are as follows:
See Schedule 3.03 attached hereto

(Use additional sheets if required)
9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein.

Reliable Wood Products, LLC
(Respondent)

Nicholas Vene
(Type or print name of affiant under signature)

Nicholas Vene

Subscribed and sworn to before me this 27th day of August 2013.

[Signature]
(Notary Public)

My commission expires May 4, 2014.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

SCHEDULE 3.03

RELIABLE WOOD PRODUCTS, LLC

Officers:

Nicholas Vene

Senior Regional Vice President

1 Caven Point Avenue, Jersey City, NJ 07305

Eugene J. Ciarkowski

Vice President & Secretary

1 Caven Point Avenue, Jersey City, NJ 07305

Matthew Vastano

Vice President & Sales Manager

1 Caven Point Avenue, Jersey City, NJ 07305

Principals:

Reliable Wood Products, LLC is a subsidiary of Harvest Garden State, LLC, having a principal office at 221 Crescent Street, Suite 402, Waltham, MA 02453. The managing member of this entity is Paul Sellew.

Harvest Garden State, LLC is a subsidiary of Harvest Power, Inc., having a principal office at 221 Crescent Street, Suite 402, Waltham, MA 02453. The shareholders of Harvest Power, Inc. are disclosed on Exhibit 3.1 hereto which is made a part of this response and is incorporated herein by this reference as if set forth in its entirety.

Article 3.04

Non-Collusion Affidavit

State of New Jersey

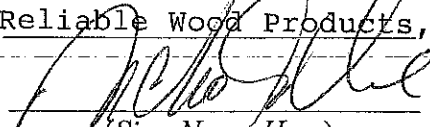
SS.

County of Hudson

I, Nicholas Vene of the Township of Holmdel, in the County of Monmouth and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am Senior Regional Vice President of the firm of Reliable Wood Products, LLC, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Reliable Wood Products, LLC (N.J.S.A. 52:34-15).

Name of Contractor Reliable Wood Products, LLC


(Sign Name Here)

Subscribed and sworn before me on this 27th day of August 2013.


(Notary Public)

My commission expires: May 4, 2014

Note to Notary: When completing this form, all notaries must: 1- Indicate date. 2. Indicate State. 3. Sign Name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: The person who signed the proposal form from the respondent should sign this form also.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Article 3.05

State of New Jersey

Township of New Jersey

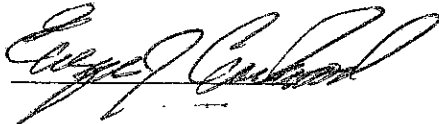
Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

NONE

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness:



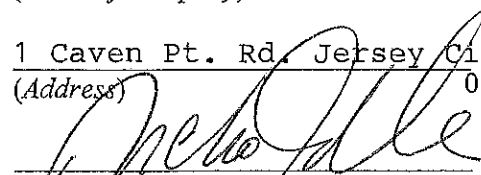
Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Rd. Jersey City, NJ
(Address) 07305

BY:


(Sign Name (Original Signature Only))

Nicholas Vene
(Print Name & Title)
Senior Regional Vice President

Article 3.06

Experience Statement

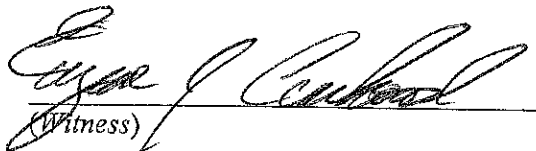
Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

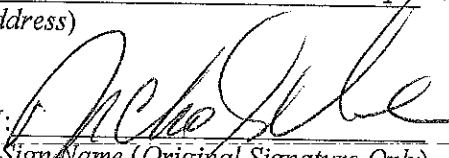
See Schedule 3.06 attached hereto.


(Witness)

Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)
1 Caven Point Avenue
Jersey City, New Jersey 07305
(Address)

BY: 
Signature (Original Signature Only)

Nicholas Vene
(Print Name and Title)

Senior Regional Vice President

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.06

EXPERIENCE STATEMENT

Reliable Wood Products

NATURE'S CHOICE CORPORATION

EXPERIENCE/ REFERENCES

1. Leaf and/or Grass Disposal Services of Middlesex County
Middlesex County Improvement Authority
Edward Windas, Manager
55 Edgeboro Road
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
Phone: 732-628-0221

\$1.3 Million/yr – 2 Year Contract – Pop. 500,000

2. Yard Waste Management
City of Clifton
Al Dubois, Recycling Coordinator
900 Clifton Avenue
Clifton, NJ 07013
Phone: 973-470-2239

Approximately \$454,000/yr– 5 Year Contract – Pop. 78,672

3. Yard Waste Management
Township of Montclair
Rob Bianco, Superintendant
Kevin Ward, Parks Superintendent
219 North Fullerton
Montclair, NJ 07042
Phone: 973-783-5600

Approximately \$350,000/yr – 5 Year Contract

4. Yard Waste Management
Borough of Bergenfield
Robert Barley, Superintendant
198 North Washington Avenue
Bergenfield, NJ 07601
Phone: 201-357-4055
310,000/yr – 2 Year Contract – Pop. 26,000

Reliable Wood Products

NATURE'S CHOICE CORPORATION

5. Yard Waste Management

City of Paramus

Guy Ciccone

Jockish Square

Paramus, NJ 07652

Phone: 201-265-2100 Ext. 687

\$185,000/yr – Pop. 25,700

6. Yard Waste Management

Township of Wayne

Tim Collins, Superintendent

425 Valley Road

Wayne, NJ 07470

Phone: 973-694-1800 Ext. 3315

\$400,000/yr – 4 Year Contract – Pop. 54,000

7. Composite Site Management

County of Union

2371 South Avenue

Scotch Plains, NJ 07076

Phone: 908-789-3680

\$1,000,000/yr – 3 Year Contract – Pop. 500,000

8. Yard Waste Disposal

Township of Parsippany

Greg Snyder, Supt. DPW

1001 Parsippany Blvd

Parsippany, NJ 07054

Phone: 973-263-7273

\$500,000/yr- 2 year contract- Pop. 50,649

Reliable Wood Products

9. Leaf Disposal

Township of Maplewood

Eric Burbank, Supt. DPW

359 Boyden Ave.

Maplewood, NJ 07040

Phone: 973-762-1175

\$250,000/yr-2 year contract-Pop. 23,868

10. Township of Bernardsville

Brush disposal hurricane Sandy

196 Mine Brook Road

Bernardsville, NJ 07924

Ph 908.766.3000

Joe Rossi Councilman

\$600,000/2013

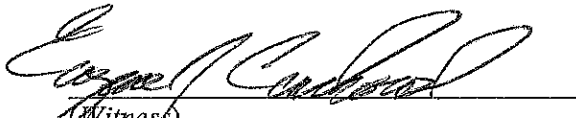
Article 3.07

Qualifications of Personnel

Below provide the names of the personnel, both management, supervisory and non supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

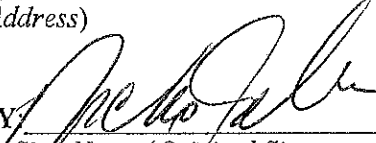
I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

See Schedule 3.07 attached - Section 3


(Witness)
Eugene J. Ciarkowski

August 27, 2013
(Date)

Reliable Wood Products, LLC
(Name of Company)
1 Caven Point Avenue
Jersey City, New Jersey 07305
(Address)

BY 
Sign Name (Original Signature Only)

Nicholas Vene
(Print Name and Title)
Senior Regional Vice President

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.08

Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable
Loader	Volvo - L20F		Own	
Loader	Komatsu - WA380		Own	
Loader	John Deere - 644J		Own	
Loader	John Deere - 644K		Own	
Tub Grinder	Diamond Z - 1466B		Own	
Screenner	Komptech - L3		Own	
Dozer	Komatsu - D65		Own	
Excavator	Komatsu - PC200		Own	
In addition to the equipment listed above, Reliable Wood Products, LLC owns similar or substantially similar additional equipment that may be used as substitute or to supplement the equipment listed above.				

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C.17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation;

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be request 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Article 3.11

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval)

☒ No

2. Do you have a State Certificate of Employee Information Report approval?

Yes X (If yes, submit a copy of such approval)

No

See Exhibit 3.11 attached hereto

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: Reliable Wood Products, LLC NAME: Nicholas Vene

SIGNATURE: [Signature] TITLE: Senior Regional Vice President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

original

Article 3.12

OPERATIONS

TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
PLEASANT AVENUE

PRICING

PROPOSAL FORM

... agrees to pay the Township of West Orange the following payments, to be made
... for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This bid shall include all site improvements necessary for all three operations including site vegetative screening and landscaping

- A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE
FOR THREE YEAR PERIOD COMMENCING OCTOBER 1, 2013
(PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016)

\$ 102,072.00

In Numerals

One hundred Two Thousand seventy Two dollars

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2013 (MONTHS 1 THROUGH 36)

\$ 8,506.00

In Numerals

Eight Thousand Five hundred six dollars

In Words

original

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2016 (PERIOD OCTOBER 1, 2016
THROUGH SEPTEMBER 30, 2017)

\$ 108,072.00

In Numerals

one hundred eight thousand seventy two dollars

In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2017 (PERIOD OCTOBER 1, 2017 THROUGH
SEPTEMBER 30, 2018)

\$ 108,072.00

In Numerals

one hundred eight thousand seventy two dollars

In Words

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

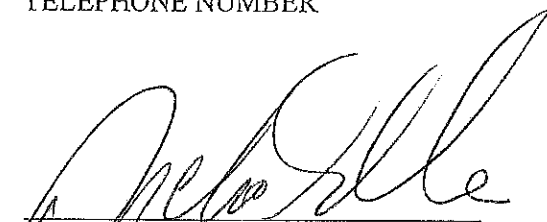

SIGNATURE OF CORPORATE SECRETARY

Reliable Wood Products, LLC
NAME OF THE RESPONDENT
1 Caven Point Avenue
Jersey City, NJ 07305
ADDRESS OF RESPONDENT

Eugene J. Ciarkowski
PRINT NAME & TITLE
SECRETARY

201-333-5244
TELEPHONE NUMBER

By:


SIGNATURE

SEAL

Nicholas Vene
PRINT OR TYPE NAME AND TITLE
Senior Regional Vice President
August 27, 2013

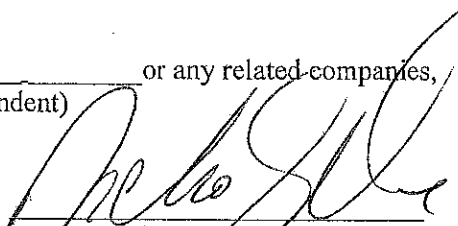
Article 3.14

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

See Schedule 3.14 Attached Hereto.

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years


(Type or print name of affiant under
signature)

Nicholas Vene

Subscribed and sworn to before me this 26 day of August, 2013


(Notary Public)

My commission expires May 4, 2014

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2014

Article 3.16

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Reliable Wood Products, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- € Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- € Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

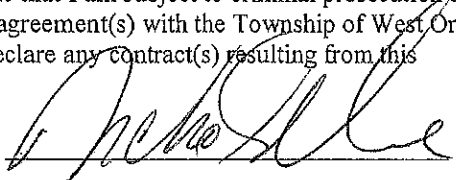
No Activity within Iran

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Nicholas Vene

Signature: 

Title: Senior Regional
Vice President

Date: August 27, 2013

Article 3.17

List All Certified Compost Facility Operators and Include Copies of Certificates, including
Compost Facility Operator Certificate
(to be supplied by responding party)

See Schedule 3.17 Attached Hereto.

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EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF HUDSON } SS: Township of West Orange Recycling

I, Nicholas Vene, am the Senior Regional Vice President
(Name of Affiant) (Identify Relationship to Bidder)

of the Reliable Wood Products, LLC and being duly
(Name of Bidder)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Reliable Wood Products, LLC
Name of Firm or Individual

Title Senior Regional
Vice President

Signature _____

Date August 27, 2013

Subscribed and sworn to before me

this 27 day of August 2013

Notary Public of New Jersey
My Commission expires May 4, 2014

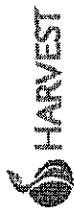
AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 5/4/2014

Article 3.19

Bid Bond Form

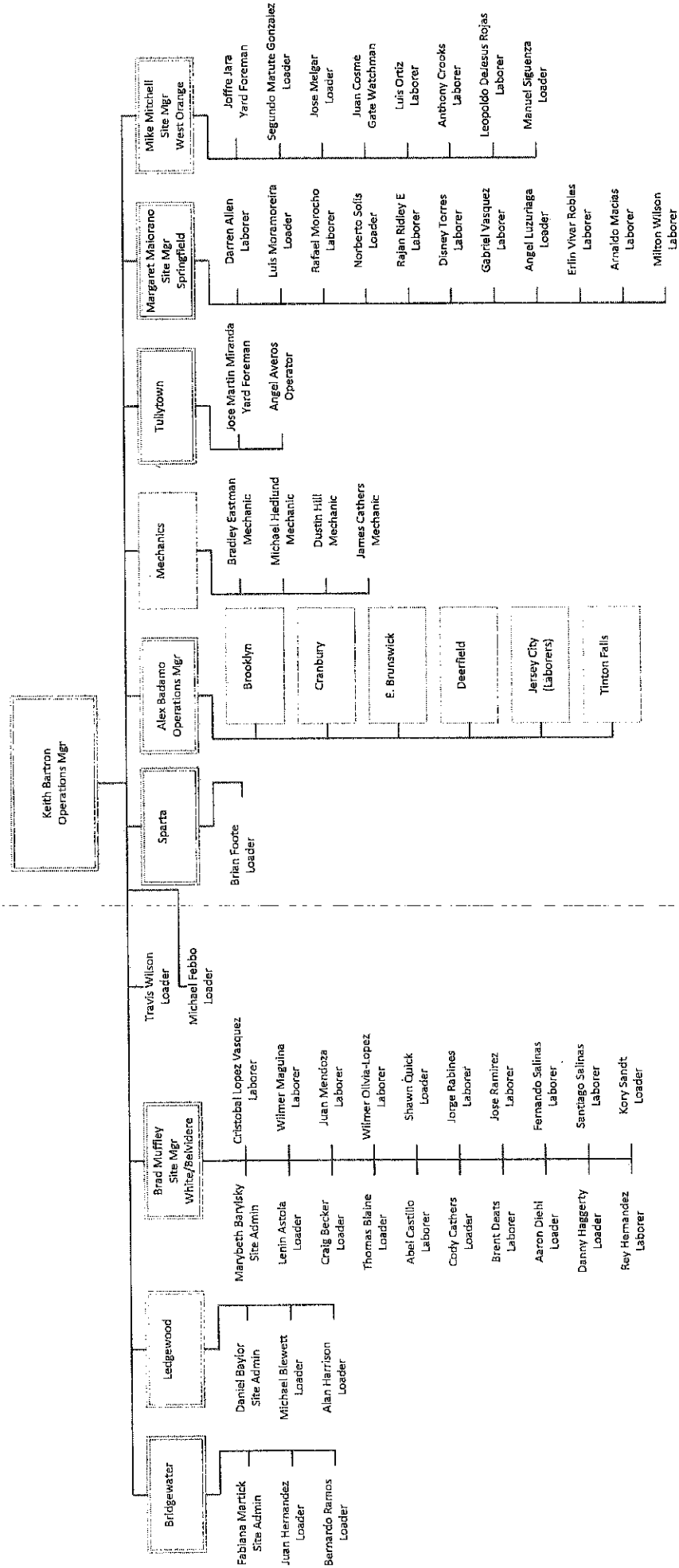
See Exhibit 3.09 Attached Hereto.

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Organizational Chart – Organics Processing, East Harvest Garden State – Operations

August 2013



RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.07

QUALIFICATION OF PERSONNEL

Management and Personnel

Operation of West Orange Environmental Center

The following persons will be responsible for the operation the West Orange Environmental Center:

1. Nicholas Vene- Senior Regional Vice President, Reliable Wood Products, LLC ("Reliable").

Nick has been in the recycling business for more than 15 years in connection with the recycling of plastic, paper, wood, leaves, and grass into products that are marketed and sold worldwide. The vegetative waste recycling business conducted by Reliable has continued to grow since its start in 1998 and now encompasses 14 locations in New Jersey, New York and Pennsylvania. Reliable has become the largest yard waste recycling company in the tri-state area. The experience, knowledge and expertise that Nick has developed is unmatched within the industry. In April 2006 Reliable was acquired by Harvest Power, Inc., a company that is focused on developing energy from organic waste, and continues to operate Reliable. Nick is involved with all aspects of Reliable on a day to day basis to keep the service to all customers as efficient and cost effective as possible. Nick also has successfully completed the Compost Operators Certification Course.

2. Pat D'Addona- Safety Officer

Pat started in the Yard waste recycling industry 26 years ago with Advanced Recycling located in Newark. He gained valuable experience in the processing of all types of yard waste and joined the Reliable team 10 years ago and is responsible for safety matters company-wide as well as certain areas of operations. Pat is a hands-on manager and has many years experience keeping Class C and Class B facilities DEP compliant. Pat has successfully completed the Compost Operators Certification Course.

3. Keith Bartron- Operations Manager

Keith has been involved with recycling since 1992 with assignments of increasing responsibility with Nature's Choice Corporation, and since the acquisition of that company, with Reliable also. Keith started as an equipment operator and has climbed the ranks to be part of the management team of Reliable. Keith is familiar with all aspects of the West Orange Facility and will be a key employee concerning the operation of the facility. He has also completed the Compost Operators Certification Course.

4. Mike Mitchell- West Orange Site Manager

Prior to Mike's employment with Reliable, Mike owned a trucking company that transported materials to different recycling facilities throughout the tri-state area. His company was an owner operator to Reliable and he became familiar with the transportation of all materials within the Reliable network. In 2006 Mike joined Reliable as a site manager for the South Brunswick Facility where he gained valuable experience running a recycling facility. In March of 2008 Mike became site manager in West Orange and is the person responsible for day-to-day operations. Mike has successfully completed the Compost Operators Certification Course.

5. Joffre Jara- Yard Foreman

Joffre has 12 years' experience working at the West Orange Facility. The first 4 years were with Nature's Choice and the balance with Reliable. Joffre is a conscientious young man that has a lot of experience with yard waste recycling and is a valuable member of the West Orange operations team.

In addition to the management personnel listed above Reliable also has the necessary number of employees to operate the West Orange facility safely and efficiently as has been done for the past several years. Reliable has the depth of personnel to assure that the facility will always be adequately staffed not only for the processing of recyclable materials but also to assist West Orange residents with their individual recycling needs.

Reliable also has been able to work effectively with West Orange Township personnel, including Messrs. Lepore and Salese, and the appointed independent monitor entity, DeFeo Associates, to meet the recycling goals of the Township.

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.17

SECTION 3 COMPOST FACILITY OPERATOR CERTIFICATE

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Mike Mitchell

For successfully completing the requirements of

NJ Compost Operator Certification Course

May 2, 2008

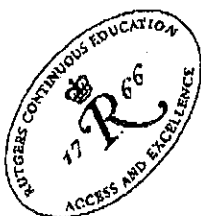
00.6 CEUs

Edward V. Lipman, Jr.

Edward V. Lipman, Jr.
Director
Office of Continuing Professional Education

Mark G. Robson

Mark G. Robson
Director
New Jersey Agricultural Experiment Station



THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
COOK COLLEGE
CONTINUING PROFESSIONAL
EDUCATION

THIS CERTIFICATE IS AWARDED TO

Pat D'Addona

For the Completion of

NJ Compost Operator Certificate Course

April 23, 2004

00.6 CEUs

Edward V. Lipman Jr.,
Director
Continuing Professional Education



Dr. Karyn Malinowski
Dean of Outreach
And Extension Programs

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

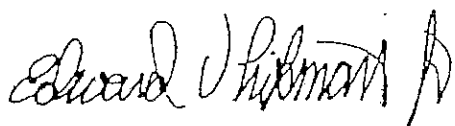
Matthew Vastano

For the completion of

**New Jersey Compost Operator
Certification Course**

February 4, 1998

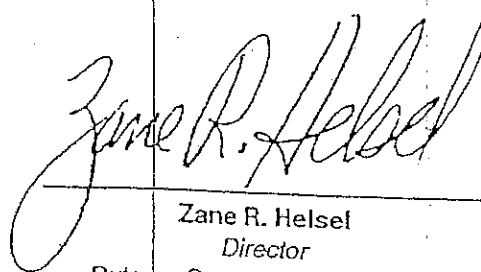
0.6 CEUs



Edward V. Lipman, Jr.

Director

Continuing Professional Education



Zane R. Helsel

Director

Rutgers Cooperative Extension

SITE OPERATIONS EXPERIENCE

The Following Class C & Class B facilities are owned and/or operated under the management of Reliable Wood Products:

Site	Type	Years Operated
Reliable Wood Products, LLC 1 Caven Point Ave Jersey City, NJ 07305 Facility Registration # 134654, 0906001570 Contact: N. Vene	Class B	2003 to present Operations
West Orange Environmental Center 590 Mount Pleasant Ave West Orange, NJ 07052 Contact: N. Salese	Class B/ C exempt	2004 to present Management
Reliable Wood Products, LLC 234 Broadway Road South Brunswick, NJ 08512 Facility Registration # 132312, CBG070002 Contact: N. Vene	Class B	2006 to present Operations
Mazza & Sons, Inc. 3230 Shafto Road Tinton Falls, NJ 07755 Facility #132440 Contact: D. Mazza, Jr.	Class B	2003 to present Management
Natures Choice Corporation 40 Foul Rift Road Belvidere, NJ 07823 Facility Registration # 132773, CCG70002 Contact: N. Vene	Class C	2005 to present Management
Natures Choice Corporation 1311 Rte 77 Upper Deerfield, NJ 08302 Facility Registration # 132084, REC050002 Contact: N. Vene	Class C & B	2005 to present Operations

Natures Choice Corporation 1405 Rte 46 West Roxbury, NJ 07852 Facility Registration # 133630, CBG040002 Contact: N. Vene	Class B	2005 to present Management
County of Union Shunpike Road Springfield, NJ 07081 Facility Registration #133673, CCG060002 Contact: J. Policay (908-789-3657)	Class C	2005 to present Management
New Jersey Meadowlands Commission Bellville Tpke North Arlington, NJ 07031 Facility Registration # 132237, REC050003 Contact: T. Martaurano	Multi Class	2012 to present Management
Township of Bridgewater 136 Foothill Road Bridgewater, NJ 08807 Contact: T. Forsyth (908-725-6300)	Class B Exempt	2007 to present Management
Grinnell Recycling Facility 482 Houses Corner Road Sparta, NJ 07871 Facility Registration # 132685 Contact: J. Cofrancesco	Class B	2013 & continuing Management

Additionally, Reliable Wood Products, LLC operates recycling facilities for Waste Management in Brooklyn, New York since November 2008 and Tullytown, Pennsylvania since December 2010.

It also has operated a facility at Morrisville, Pennsylvania since May, 2013 with an initial contract term of 14 months.

Reliable wood Products and Nature's Choice Corporation have operated and/or managed each of the facilities listed above successfully and in compliance with applicable statutes, laws and regulations or have corrected operations or management to be in compliance when so advised.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

MAIL CODE 401-02C
Solid & Hazardous Waste Management Program
P.O. Box 420
Trenton, New Jersey 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

January 2, 2013

Mr. Eugene J. Ciarkowski
Executive Vice President
Nature's Choice Corporation
1 Caven Point Avenue
Jersey City, New Jersey 07305

Re: Class C Recycling Center General Approval
Nature's Choice – White Township
Township of White, Warren County
Facility ID No: 132733

Dear Mr. Ciarkowski:

Nature's Choice Corporation was issued a renewal of its Class C Recycling Center General Approval on July 8, 2008. The expiration date for this approval was September 30, 2012. Nature's Choice submitted a timely renewal application to the Department on July 6, 2012, however the Department returned the application to allow Nature's Choice to modify it to account for changes necessary to address stormwater management issues at the site.

Pursuant to N.J.S.A. 52:14B-11, the General Approval issued July 8, 2008 remains effective until the Department has made a final determination regarding the facility.

Sincerely,

Anthony Fontana, Chief
Bureau of Transfer Stations & Recycling Facilities

C: Mary Siller, Supervisor, Bureau of Solid Waste Compliance & Enforcement



RON S. CORZINE
Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Management Program
P.O. Box 414 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 984-5950 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

LISA P. JACKSON
Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS C RECYCLABLE MATERIALS**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

NATURE'S CHOICE CORPORATION

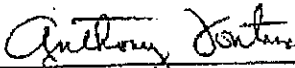
Facility Type:	Recycling Center
Lot Nos.:	11
Block Nos.:	21
Municipality:	White Township
County:	Warren
Facility ID No.:	132773
Permit No.:	CCG70002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

July 8, 2008
Issuance Date

September 30, 2012
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM
401 EAST STATE STREET, 2ND FLOOR WEST
P.O. BOX 420
TRENTON, NJ 08625-0420
Telephones: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

BOB MARTIN
Commissioner

RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

NEW JERSEY MEADOWLANDS COMMISSION

Facility Type:	Recycling Center - Multiple Classes
Lot & Block Nos.:	10 (portion of), 149
Municipality:	Kearny
County:	Hudson
Facility ID No.:	132237
Permit No.:	REC120002

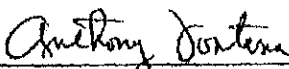
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

April 8, 2010
Issuance Date

April 25, 2012
Latest Modification Date

December 31, 2014
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations
& Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM
401 EAST STATE STREET, 2ND FLOOR WEST
P.O. BOX 420
TRENTON, NJ 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

BOB MARTIN
Commissioner

FOR CLASS B RECYCLABLE MATERIALS FOR WOOD (NON-CHEMICALLY TREATED AND UNPAINTED), BRUSH, STUMPS, TREE PARTS AND LEAVES

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

Reliable Wood Products, Inc.

Facility Type:	Recycling Center for Class B Materials
Lot & Block Nos.:	Lot 25, Block 5
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBG120002

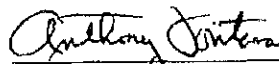
This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

February 6, 2009
Issuance Date

March 19, 2012
Latest Modification Date

January 24, 2014
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations &
Recycling Facilities



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Mail Code 401-02C

DEP Climate and Env. Mgt. Solid & Hazardous Waste
P.O. Box 420

Trenton, New Jersey 08625-0420

Telephone: (609) 984-6985 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

COUNTY OF UNION

Facility Type:	Recycling Center
Lot & Block Nos.:	Portion of Lot 1, Block 185.01
Municipality:	Springfield
County:	Union
Facility ID No.:	133673
Permit No.:	CCG100002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) Zone or subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits or approvals from the Department of Environmental Protection.

February 10, 2011
Issuance Date

October 18, 2015
Expiration Date



Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling
Facilities



State of New Jersey

JON S. CORZINE
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Solid & Hazardous Waste Management Program

P.O. Box 414 401 East State Street

Trenton, New Jersey 08625-0414

Telephone: (609) 984-5950 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

LISA P. JACKSON
Commissioner

**RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS FOR
STUMPS, TREE LIMBS, TREE PARTS, TREE TRUNKS, BRUSH, PALLETS,
CLEAN WOOD WASTE, WHOLE TREES, WOOD CHIPS, LEAVES**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

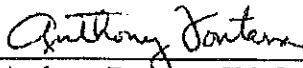
Reliable Paper Recycling, Inc

Facility Type:	Class B Recycling
Lot & Block Nos.:	Lots: 1.G4 & 1.A; Block: 1491
Municipality:	Jersey City
County:	Hudson
Facility ID No.:	134654
Permit No.:	CBG080003

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

October 21, 2008
Issuance Date


Anthony Fontana, Chief
Bureau of Transfer Stations
& Recycling Facilities

August 13, 2013
Expiration Date

RELIABLE WOOD PRODUCTS, LLC

SCHEDULE 3.08

SECTION 4 LIST OF EQUIPMENT AVAILABLE

Site	Type	Model	Make
West Orange	Loader	L20F	Volvo
West Orange	Loader	WA380	Komatsu
West Orange	Loader	644J	John Deere
West Orange	Loader	644K	John Deere
West Orange	Tub Grinder	1466B	Diamond Z
West Orange	Screeener	L3	Komptech
West Orange	Dozer	D65	Komatsu
West Orange	Excavator	PC200	Komatsu

LOADERS

April 22, 2013

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
4L	2007	A53086	WA380-6	KOMATSU	RWP
12L	2006	A52778	WA380-5L	KOMATSU	RWP
13L	2007	A53141	WA380-6	KOMATSU	RWP
14L	2007	A53170	WA380-6	KOMATSU	RWP
15L	2007	A53222	WA380-6	KOMATSU	RWP
21L	2007	74307	WA380-6	KOMATSU	RWP
25L	2007	A53218	WA380-6	KOMATSU	RWP
28L	2006	61198	WA380-5L	KOMATSU	RWP
35L	2007	L20BV1701623	L20B	VOLVO	ASM
41L	1999	53315	WA450-3	KOMATSU	RWP
131L	2007	67931	L90E	VOLVO	NCC
132L	2008	DW644JZ616474	644J	JOHN DEERE	NCC
133L	2008	DW644JZ619100	644J	JOHN DEERE	NCC
134L	2008	DW644JZ618997	644J	JOHN DEERE	NCC
135L	2008	DW644JZ619225	644J	JOHN DEERE	NCC
136L	2008	DW644JZ619096	644J	JOHN DEERE	NCC
137L	2008	DW644JZ619229	644J	JOHN DEERE	NCC
138L	2008	DW644JZ619222	644J	JOHN DEERE	NCC
139L	2008	DW644JZ619265	644J	JOHN DEERE	NCC
140L	2009	DW644KZ623224	644K	JOHN DEERE	NCC
1101-L	2011	1DW644KZHA0633794	644K	JOHN DEERE	RWP
142B	2002	KV026A460872	260 SKID STEER	JOHN DEERE	NCC
1102-L	2011	1DW644KZHBE640166	644K	JOHN DEERE	RWP
1103-L	2011	1DW644KZEBE640279	644K	JOHN DEERE	RWP
1201L	2012	1DW644KZLCE643620	644K	JOHN DEERE	RWP
1202L	2012		644K	JOHN DEERE	RWP
1203L	2012	1DW644KHCE643599	644K	JOHN DEERE	RWP
1204L	2012		644K	JOHN DEERE	RWP
1205L	2012	1DW644KZKCE643626	644K	JOHN DEERE	RWP
1206L	2012	1DW644KZPCE643592	644K	JOHN DEERE	RWP
1207L	2012	1DW644KZVCE643632	644K	JOHN DEERE	RWP
1208L	2012	1DW644KZLCE643584	644K	JOHN DEERE	RWP
		Kearny	724K	JOHN DEERE	Rental
		Tinton Falls	644K	JOHN DEERE	Rental
		Belvidere	644K	JOHN DEERE	Rental
		Shady Brook	744J	JOHN DEERE	Rental

GRINDERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
10G	2003	1D9FX33244C147010	1352B	DIAMOND Z	RWP
13G	2005	1D9FX332856147013	1352B	DIAMOND Z	RWP
15G	2005	1D9FX33215C147015	1352B	DIAMOND Z	RWP
131G	2001	1D9FX46342C147273	1463B	DIAMOND Z	NCC
132G	2001	1D9FX4631YC147255	1463B	DIAMOND Z	NCC
189G	2006	1D9FX46315C147302	1463B	DIAMOND Z	RWP

199G	2007	1D9FX46307C147312	1463B	DIAMOND Z	RWP
M11G	2007	576-011	1600	MORBARK	RWP
M13G	2006	576-013	1600	MORBARK	RWP
	2008		H6000-1	DIAMOND Z	RWP
	2013		H7000-39	DIAMOND Z	RWP

SCREENERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
9S	2006	356044983	MCB733RE	MCCLOSKEY	RWP
125S	2007	12101252	TITAN 1800	POWER SCREEN	NCC
127S	2007	12101216	TITAN 1800	POWER SCREEN	NCC
128S	2001	1R9TE58231M216016	OLYMPIAN II	RETECH	RWP
129S	2007	W0972122472D07012	SM726	DOPPSTADT (#1)	RWP
1101-S	2011	6512	MS XXL-5	KOMPTECH	RWP
131S	2003	FST530217	790	FINLAY (COLORIZER)	RWP
132S	2008	W0972122482D38025	SM726	DOPPSTADT (#2)	RWP
1201S			L3	KOMPTECH	RWP
1202S			L3	KOMPTECH	RWP

EXCAVATORS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
16EX	2005	A87254	PC2006C-7L	KOMATSU	RWP
22EX	2000	FF0200X500922	200LC	JOHN DEERE	RWP
26EX	1994	9KK02659	320L	CATERPILLER	RWP
27EX	2005	A83284	PC2006C-6LE	KOMATSU	RWP
134EX	1999	FF0236X600360	230LC	JOHN DEERE	NCC
136EX	2005	FF230CX603751	230CLC	JOHN DEERE	NCC
137EX	2005	FF230CX603758	230LC	JOHN DEERE	NCC
138EX	2008	A88116	PC200LC	KOMATSU	NCC
150EX		FF330CX804106	330CLC	JOHN DEERE	RWP
		Shady Brook	240D	JOHN DEERE	RWP
		Belvidere	270D	JOHN DEERE	Rental
		Belvidere	270	HITACHI	Rental
		Jersey City	240D	JOHN DEERE	Rental

COLORIZERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
CM1		21904	CM2000	FECON	RWP
CM2		2151	CM2000	FECON	RWP
BU1	2005	100 % electric-BU0524	SAHARA X-3	BECKER UNDERWOOD	RWP
BU2	2006	diesel-BU0610	SAHARA X-3	BECKER UNDERWOOD	RWP
BU3	2007	electric/generator-BU0704	SAHARA X-3	BECKER UNDERWOOD	RWP

TURNERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
9T	1997	5451097	LH250A	WILDCAT	NCC
X60T	2006	117013	TOPTURN X60	KOMPTECH	RWP
10T	1987	44231130		WILDCAT	RWP

STACKING CONVEYORS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
---------	------	-----------------	-------	------	----------

FC1	2006	SFUSA10015	M-100	FINLAY	RWP
FC2	2006	SFUSA800085	832M-100	FINLAY	RWP
FC3	2007	SFUSA800106	832M-100	FINLAY	RWP
FC4	2007	SFUSA800109	832M-100	FINLAY	RWP
FC5	2008	SFUSA800112	832M-100	FINLAY	RWP
FC6	2008	SFUSA800115	832M-100	FINLAY	RWP
FC7	2008	SFUSA800118	832M-100	FINLAY	RWP

DOZERS

EQUIP #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION
8D	2007	69691	D65PX-15EO	KOMATSU	RWP
29D	1986	45103	D65P-8	KOMATSU	RWP
127D	1997	61393	D65PX-12	KOMATSU	NCC
128D	2001	65020	D65PX-12	KOMATSU	NCC
143D	2001	T0850CX901345	850C	JOHN DEERE	RWP
			850C	JOHN DEERE	Rental

MARKETING SERVICES

WEST ORANGE ENVIRONMENTAL CENTER

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, property developers, and the general public among others. The Company has a customer base of over 600 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the products produced and will facilitate a successful operation. The uses for the products include: fertilizer supplement, soil aeration, top dressing, sports fields, growing medium, moisture retention, erosion control, decorative cover, slope stabilization, and land reclamation.

The greatest demand for the product is in growing suburban areas. The mulch and compost products are sold in bulk and also in bags. The compost is sold as compost and is included in top soil products. Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner. The mulch is sold as organic hardwood, and in black, brown and red colors.

Educating the public about the benefits of using mulch and yard waste compost is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program promoting the importance of adding organic material to soils, in addition to nutrients, to increase demand for yard waste compost has been designed as part of the marketing program.

As in the past, the Company is ready to provided educational demonstrations to students and to local town organizations to inform them of the many uses and benefits of the Company's products in suburban agriculture and landscape improvement while also reducing the amount of material consigned to landfills.

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location

West Orange Environmental Center is a DEP exempt recycling facility located at 590 Mt. Pleasant Avenue, West Orange, NJ 07052.

B. Response Times

- Emergency Calls are handled through Township of West Orange Police Dispatch phone # 911 which is manned 24 hours per day.
- The Township of West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area.
- The facility is served by the following firehouse: 280 Pleasant Valley Way, West Orange, NJ. The response time is 10 minutes to the facility. Phone # 911.

C. Fire Prevention

The emphasis on the fire control plan will be focused on fire prevention, which involves the following:

- The facility gate will be secured to limit unauthorized entry to the storage areas
- The equipment will be maintained and operated in a safe and careful manner.
- The facility personnel will participate in safety instruction and exercises.
- Smoking will be prohibited
- Vehicle traffic will be limited and monitored in the wood recycling storage areas.
- No flammable or combustible fluids or materials will be stored near the wood recycling storage areas.
- Fire extinguishers will be maintained and available in proximity to the wood and other combustible material areas.

D. The Facility

The facility emergency contacts, in order listed, are:

- Mike Mitchell – (973) 731-9777 cell phone (201) 779-1131
- Joffre Jara – cell phone (973) 986-1451
- Eduardo DePaz- (201) 333-5244 cell phone (201) 206-2289
- Pat D'Addona – cell phone (201) 206-3666
- Keith Bartron – phone (201) 333-5244 cell phone (732) 684-7099
- Alex Badamo- phone (201) 333-5244 cell Phone (201) 538-3256

Exhibit “C”

**MANAGEMENT, OPERATION AND MAINTENANCE
SERVICE AGREEMENT FOR THE WEST ORANGE
RECYCLING CENTER AND COMPOSTING FACILITY**

This Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at One Caven Point Road, Jersey City, New Jersey ("Reliable").

WITNESSETH

WHEREAS, the Township is the owner of real property known as Block 170, Lots 13, 15.3 and 17 on the Tax Maps of the Township commonly known as 590 Mt. Pleasant Avenue, (the "Property") and

WHEREAS, the Township utilizes this Property as an integral part of its Recycling Program as it houses the Facility; and

WHEREAS, the operations conducted at the Facility include the composting of leaves, the processing of vegetative wood waste and operating a recycling convenience center for West Orange residents to dispose of mixed paper, cardboard and commingled containers, and

WHEREAS, the Township has sought the services of a firm to operate the Facility for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Facility for mixed paper, cardboard and commingled containers; and

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2013 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

WHEREAS, on August 27, 2013, the Township received a response to the Request for Proposal from Reliable, a portion of which is annexed hereto as **Exhibit "B"**; and

WHEREAS, the Director of Public Works, along with the evaluation committee reviewed Reliable's proposal and found same to be responsive and recommended that a contract be awarded to Reliable; and

WHEREAS, by Resolution No. 183-13, adopted September 17, 2013, the Township Council authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal.

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Term – the term of this Agreement shall commence on October 1, 2013 for a three (3) year period with the options to renew for two (2) additional one (1) year periods. The Township shall notify Reliable at least one hundred twenty (120) days prior to the expiration of the three (3) year period or the first one (1) year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Rent – Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$102,072 annually, or \$8,506 per month. This rate shall apply for the initial three (3) year period. In the event this Agreement is extended for either or both of the two (2) optional one (1) year periods for 2016-2017 and/or 2017-2018, Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$108,072 annually, or \$9,006 per month.

3. Other Provisions – This Agreement between Reliable and the Township is subject to all terms and conditions contained in Exhibit "A" reflecting the Township's Request for Proposal dated July 2013, and Exhibit "B" reflecting Reliable's response to the Township's Request for Proposal dated August 27, 2013, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Agreement.

4. Notice – Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Reliable. Any notice required hereunder to Reliable shall be hand delivered or mailed by certified first-class postage prepaid mail to the Reliable Wood Products, LLC, One Caven Point Avenue, Jersey City, New Jersey 07305 or such other address as Reliable may designate in writing to the Township.

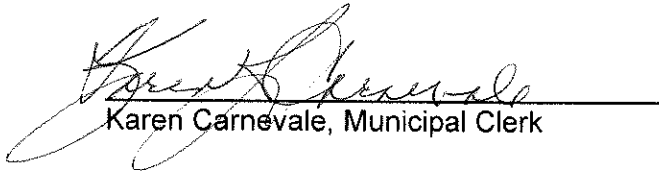
5. Captions – The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

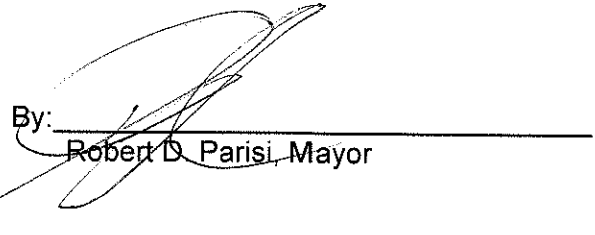
6. Governing Law – This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

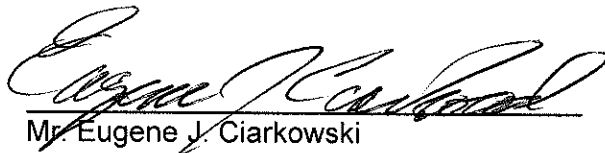
TOWNSHIP OF WEST ORANGE


Karen Carnevale, Municipal Clerk

By: 
Robert D. Parisi, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC


Mr. Eugene J. Ciarkowski

By: 
Nicholas Vene, Regional Senior
Vice President

**AN ORDINANCE SUPPLEMENTING CHAPTER 5, ADDING SECTION 8.8 AND
CHAPTER 18, ADDING SECTION 18.10 TO THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST ORANGE
(Exception)**

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapters 5 and 18 of the Revised General Ordinances of the Township of West Orange be and are hereby amended and supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to allow the Township to exempt the licensing fees imposed by the Health Department and inspection fees imposed by the Fire Department for Mobile Retail Food Establishments when those establishments are participating in events sponsored by the Township of West Orange.

II. CHAPTER 5, SECTION 8.8 SHALL BE AND HEREBY IS ADDED TO INCORPORATE THE FOLLOWING:

5-8.8 Exception.

Exception. The license fee may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that a license and inspection is still required prior to the event.

III. CHAPTER 18, SECTION 1.10 SHALL BE AND HEREBY IS ADDED TO INCORPORATE THE FOLLOWING:

18-1.10 Exception.

The inspection fee required under the New Jersey Fire Code may be waived for Mobile Retail Food Establishments operating on an itinerant basis at an event sponsored by the Township of West Orange, provided that an inspection is still required prior to the event.

IV. REPEAL OF CONFLICTING ORDINANCES

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

V. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VI. EFFECTIVE DATE

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

ROBERT D. PARISI, MAYOR

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

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

Legislative History

This ordinance is drafted to allow the Township to exempt the licensing fees imposed by the Health Department and inspection fees imposed by the Fire Department for Mobile Retail Food Establishments when those establishments are participating in events sponsored by the Township of West Orange.

4833-2174-8587, v. 1

**ORDINANCE ADOPTING REDEVELOPMENT PLAN FOR BLOCK 155, LOT 42.01 IN
THE TOWNSHIP OF WEST ORANGE, COUNTY OF ESSEX, STATE OF NEW
JERSEY**

WHEREAS, on January 9, 2018, the Township of West Orange (the “**Township**”) adopted Resolution 17-18 designating certain real property located on Executive Drive and Rooney Circle and more commonly known as Block 155, Lots 40.02, 40.03, 41.02, 42.01, and 42.02 and Block 155.21, Lot 40 on the Township of West Orange Tax Map (the “**Redevelopment Area**”) as a Non-Condemnation Area in Need of Redevelopment; and

WHEREAS, *N.J.S.A.* 40A:12A-7 of the Local Redevelopment and Housing Law requires a Redevelopment Plan to be prepared and referred to the Planning Board for its review and recommendation in accordance with *N.J.S.A.* 40A:12A-7(e); and

WHEREAS, on June 12, 2018, the Township Council adopted Resolution 145-18 authorizing the Township retained Heyer, Gruel & Associates located at 236 Broad Street in Red Bank, New Jersey 07701 (“**Planner**”) to prepare and present a Redevelopment Plan for the property located at Block 155, Lot 42.01, known commonly as 300 Executive Drive (“**300 Executive**”); and

WHEREAS, the Planner prepared a redevelopment plan for 300 Executive entitled 300 Executive Drive Redevelopment Plan, dated July 2018 (the “**300 Executive Redevelopment Plan**”); and

WHEREAS, on July 11, 2018, the Planning Board of the Township of West Orange (“**Planning Board**”) reviewed the 300 Executive Redevelopment Plan and made various recommendations for revisions to same; and

WHEREAS, on August 1, 2018, the Planning Board reviewed and recommended to the Township the adoption of a revised version of the 300 Executive Redevelopment Plan, a copy of which is attached to this Ordinance as Exhibit A; and

WHEREAS, the Council has considered revised 300 Executive Drive Redevelopment Plan which incorporates the comments and recommendations of the Planning Board and now wishes to adopt and enact the same.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of West Orange that that the 300 Executive Redevelopment Plan, dated July 13, 2018, is hereby adopted and enacted.

ROBERT D. PARISI, MAYOR

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

**SUSAN McCARTNEY,
COUNCIL PRESIDENT**

INTRODUCED: August 7, 2018

ADOPTED: September 4, 2018

Exhibit “A”

TOWNSHIP OF WEST ORANGE



300 EXECUTIVE DRIVE REDEVELOPMENT PLAN



JULY 2018

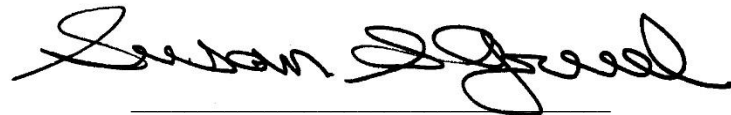
REVISED JULY 13, 2018



Prepared By:
Heyer, Gruel & Associates

Heyer, Gruel & Associates
Community Planning Consultants
236 Broad Street
Red Bank, NJ 07701
732-741-2900

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

A handwritten signature in black ink, appearing to read "Susan S. Gruel". The signature is fluid and cursive, with the first name "Susan" being more prominent.

Susan S. Gruel, P.P. #1955

A handwritten signature in black ink, appearing to read "Fred Heyer". The signature is cursive and elegant, with the first name "Fred" being more prominent.

Fred Heyer, AICP, P.P. #3581

A handwritten signature in black ink, appearing to read "John Barree". The signature is cursive and somewhat stylized, with the first name "John" being more prominent.

John Barree, AICP, P.P. #6270

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INTRODUCTION AND PROCESS

300 Executive Drive is an approximately 8.7 acre parcel in the north-central portion of the Township of West Orange. This parcel, and the adjacent properties at 100 Executive Drive, 200 Executive Drive, and 10 Rooney Circle are developed with office buildings built between 1971 and 1984. These properties are collectively the Executive Drive Area; however, this Plan is limited to 300 Executive Drive (Block 155, Lot 42.01).

On September 19, 2017, the Township Council adopted resolutions 212-17 and 213-17 to direct the West Orange Township Planning Board to investigate these properties, as well as the adjacent Essex Green Shopping Center, to determine if the area qualifies as a non-condemnation area in need of redevelopment per the statutory criteria of the Local Redevelopment and Housing Law (LHRL) *N.J.S.A. 40A:12A, et seq.*

The Township's planner, Paul Grygiel, PP, AICP, of the firm Phillips Preiss, prepared a preliminary investigation report entitled, "Essex Green and Executive Drive Area in Need of Redevelopment Study", dated October 2017. The Township Planning Board held public hearings on the Study on November 1, 2017, and December 6, 2017. On January 4, 2018, the Planning Board adopted Resolution 18-01, which recommended that the properties be designated as a non-

condemnation area in need of redevelopment. The Township Council took action at its January 9, 2018 meeting, designating the Area as in need of redevelopment through resolution 17-18.

This Redevelopment Plan is the next step in the process. Heyer, Gruel and Associates (HGA) was retained by the Township Council on June 12, 2018 to work with the Township Planning Board to prepare a Redevelopment Plan for the Area.

As requested, HGA prepared a draft Redevelopment Plan for the 300 Executive Drive Area and attended the July 11, 2018 Planning Board public meeting where the Board discussed the draft Plan and made recommended revisions. As part of the Planning Board process, the public was invited to ask questions and comment on the draft Plan. The proposed revisions focused on including sustainability and circulation standards consistent with the Township Master Plan.

The Plan contains the elements required by the LRHL, sets forth goals and objectives for the area, and provides use and design standards to govern the redevelopment of the Area in a manner consistent with the Township's goals and objectives and incorporates the Planning Board's comments.



STATUTORY REQUIREMENTS

The Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), requires that a redevelopment plan include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:

1. Its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. Proposed land uses and building requirements in the project area;
3. Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
4. An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
5. Any significant relationship of the redevelopment plan to:
 - a. The Master Plans of contiguous municipalities;
 - b. The Master Plan of the County in which the municipality is located; and
 - c. The State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, C398 (C52:18A-196 et al.).
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L. 1985 c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure.
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

This redevelopment plan includes each of these required sections, as applicable, serving as a guide for the redevelopment of the 300 Executive Drive Property in the Township of West Orange.

EXISTING CONDITIONS

Location and Description

The 300 Executive Drive Area consists of a single tax parcel, Block 155, Lot 42.01, in West Orange Township. Lot 42.01 is owned by RA 300 Executive Drive, LLC, and is approximately 8.7 acres in area. The site is developed with an approximately 130,000 square foot office building and parking lot.

The northern and western property lines of the Area abut the I-280 right-of-way. The I-280 and Prospect Avenue interchange provides major highway access in close proximity to the Area in question.

The Area, and much of the Township, is encumbered by steep slopes. 300 Executive Drive is located at the bottom of a hill, well below the adjacent buildings at 100 and 200 Executive Drive, the Essex Green Shopping Center, and Prospect Avenue. The map on page 8 shows the steeply sloped portions of the Area and its surroundings.

Regional Context

The Township is located in central Essex County and is bisected by the Interstate 280 corridor, which runs east to west. The Garden State Parkway is several miles to the east and is the major north-south highway in the region.

The Township is bordered by a number of municipalities. Livingston, Roseland, and Essex Fells are located to the west, Verona and Montclair are located to the north, the City of Orange is located to the east, and Millburn, Maplewood, and South Orange are located to the South.

The Township is developed with a mix of uses and features several historic districts. Residential neighborhoods exist in a mix of densities with single-family homes, townhouse and condominium developments, and multi-family developments located in the Township. The historic planned community of Llewellyn Park is one of the most prominent neighborhoods in the municipality.

Commercial development in the Township includes highway oriented shopping centers, campus style office parks, and Main Street and neighborhood business districts. Public land and sensitive environmental features, particularly areas with steep slopes are also important to land use patterns in the Township. Turtleback Zoo, the Orange Reservoir, and Eagle Rock Reservation are some of the most prominent open space and recreation areas in the Township.



Existing Land Use

The Area and its immediately adjacent properties are developed with office buildings. Essex Green consists of a shopping center with an AMC Theater, Shop Rite, and miscellaneous other stores. A Courtyard by Marriott Hotel is located to the east of the Area at the intersection of Rooney Circle and Prospect Avenue. A PSE&G electrical station and transmission lines are located to the south of the Area. These are a dominant feature in this vicinity. A neighborhood of single family residences and the Essex Green Villas Condominium development is located south of the PSE&G transmission corridor. The Villas at Eagle Ridge Townhome development is located to the east across Prospect Avenue.

Existing Zoning

The 300 Executive Drive Redevelopment Area is in the OB-1 Office Buildings Zone. There are a number of zones in close proximity to the site including the P-C Planned Shopping Center Zone, the B-2 Retail Business Zone, the R-5 Single Family Residential Zone, the PURD Planned Unit Residential Zone, the O-R Office Research Zone, and the O-RA Office Redevelopment Alternative Zone. The Area is near several clusters of residential development but is isolated from them by the topography of the area, the I-280 corridor, and the PSE&G transmission lines.

The following are the standards for the OB-1 District:

Permitted Principal Uses

- One-Family, Detached Dwelling
- Water Reservoir, Well Tower, Filter Bed
- Federal, State, County or Township Building
- Golf Course or Golf Course House
- Farm, Nursery, Greenhouse and Similar Uses
- Hospital
- Office Buildings

Permitted Accessory Uses

- Required Accessory Parking
- Signs

Permitted Conditional Uses

- | | |
|--|---|
| • Commercial Recreation | • Private Club, Other than a Golf Club |
| • Public School | • House of Worship |
| • Private School | • Nursing Home |
| • Library | • Long-term Care Residential Health Care Facility |
| • Museum | • Congregate Care Facility |
| • Park or Playground | • Assisted Living |
| • Public Utility Building or Structure | • Commercial Antenna |
| • Telephone Exchange | • Check Cashing Facility |
| | • |

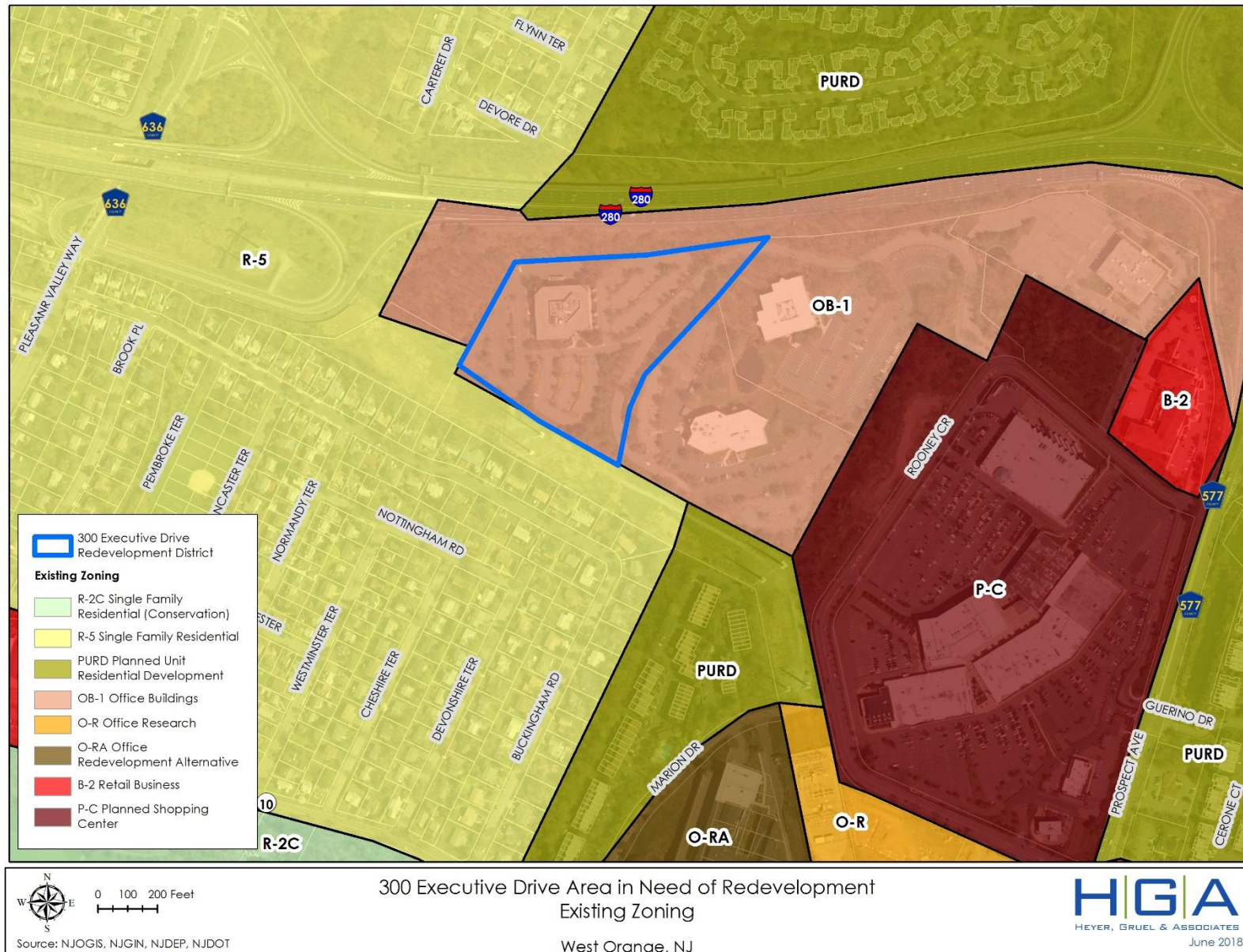
OB-1 District Bulk Requirements

Bulk Standard	Requirement
Minimum lot area	10,000 SF
Minimum lot area / unit	6,000 SF
Minimum lot width	60 feet
Minimum front yard	30 feet
Minimum side yards	10 feet + 8 feet
Minimum rear yard	30 feet
Maximum building coverage	40%
Maximum lot coverage	50%

are specifically approved by the Planning or Zoning Board and are constructed in a manner acceptable to the Township Engineer. Furthermore, no accessory structure of off-site parking area shall be located within the required front yard no closer than 25 feet to the side or rear property lines in the OB-1 District.

Additional Standards

- Retail sales or service permitted as an accessory use in the OB-1 District shall be an integral part of the permitted building, shall be limited to sales or services designed for the convenience of the employees, visitors and tenants of the permitted building and no goods, advertisements or other evidence of such sales or services shall be visible from the street. Such use shall not consist of more than 15 percent of the total first floor area in the OB-1 District and shall be designated on the preliminary site plan.
- In the OB-1 District, one square foot of open space shall be provided for each square foot of building area except that no more than 40 percent of the lot in the OB-1 District may be covered by buildings or structures. Off-street parking areas are not permitted within open space areas, except for "overflow" parking spaces that



REDEVELOPMENT CONTEXT – SUBURBAN OFFICE MARKET

For several decades, New Jersey's economy and employment base grew substantially through the construction of suburban office parks. The majority of these facilities, built during the 1980s and 1990s predate modern technological and infrastructure needs. Facilities of this vintage are often physically outdated and located in suburban communities near highway interchanges or along highway corridors.

The most recent Rutgers Regional Report, dated October 2017, written by James Hughes and Will Irving, outlines ongoing trends in the New Jersey economy. The report discusses the change over the last 10 to 15 years of increased development in the metropolitan cores and contraction in suburban areas. Demographic changes, consumer preferences, and the nature of many industries has changed and reduced the demand for suburban office corridors and their aging infrastructure. In order to stay competitive, office buildings that were built for a singular narrow focus need to become more flexible and attractive to the modern economy and its new generation of employees.¹

According to LoopNet.com, a commercial real estate listing service, the 300 Executive Drive Building was built in 1984, and is

rated as Class C office space, which is not well positioned to compete in the oversaturated office market described in the Rutgers Report.

Office Building Class Definitions: Office space is grouped into three classes ranked A through C. The rating system looks at factors including rent, building finishes, system standards and efficiency, building amenities, location/accessibility, and market perception. The scale is a subjective system that is meant to rate the competitiveness and desirability of the space in question.

- Class A buildings have the highest rents, are geographically accessible, and have state of the art systems, modern amenities, and high quality finishes. These are new or recently upgraded facilities.
- Class B buildings are generally fair to good for the area, and have adequate building systems. The rents for these buildings are generally in the average range.
- Class C buildings are identified as merely functional space that can secure below average rents in the area.

(Source: BOMA International
www.boma.org/research/pages/building-class-definitions.aspx)

¹ "Rutgers Regional Report – Issue Paper No. 38 "New Jersey's Economic Roller Coaster" p.20-25
<https://rucore.libraries.rutgers.edu/rutgers-lib/54266/PDF/1/play/>

PLAN PRINCIPLES, GOALS, AND OBJECTIVES

Principle

The Township seeks to utilize the tools offered by the Local Redevelopment and Housing Law to provide a designated redeveloper the flexibility needed to modernize an aging and outdated office building.

Goal

The goal of this Redevelopment Plan is to encourage and support the modernization of the interior and exterior of the outdated office building at 300 Executive Drive.

Objectives

- Improve the exterior façade of the 300 Executive Drive building to reflect a modern aesthetic and enhance its marketability.
 - Remodel the interior of the office building to provide brighter, more open, more desirable floor plan layouts that are consistent with modern office trends.
 - Expand and improve the onsite amenities in common areas, including the building cafeteria.
 - Modernize the building mechanical equipment and utilities to improve efficiency and enhance quality.
 - Provide a flexible, desirable space that is well positioned in the competitive suburban office building market.
- Utilize and/or expand existing jitney service in the Township to take advantage of train stations in neighboring municipalities.
 - Enhance the environmental and economic sustainability of the 300 Executive Drive property.

RELATIONSHIP OF THE PLAN TO TOWNSHIP LAND DEVELOPMENT REGULATIONS

This Redevelopment Plan constitutes an overlay district permitting only the existing zoning for Block 155, Lot 42.01. The OB-1 Office Buildings Zone Standards will regulate use, bulk, and supplemental development standards for the redevelopment of the 300 Executive Drive Area. All other Township Land Development standards and other applicable ordinances will apply.

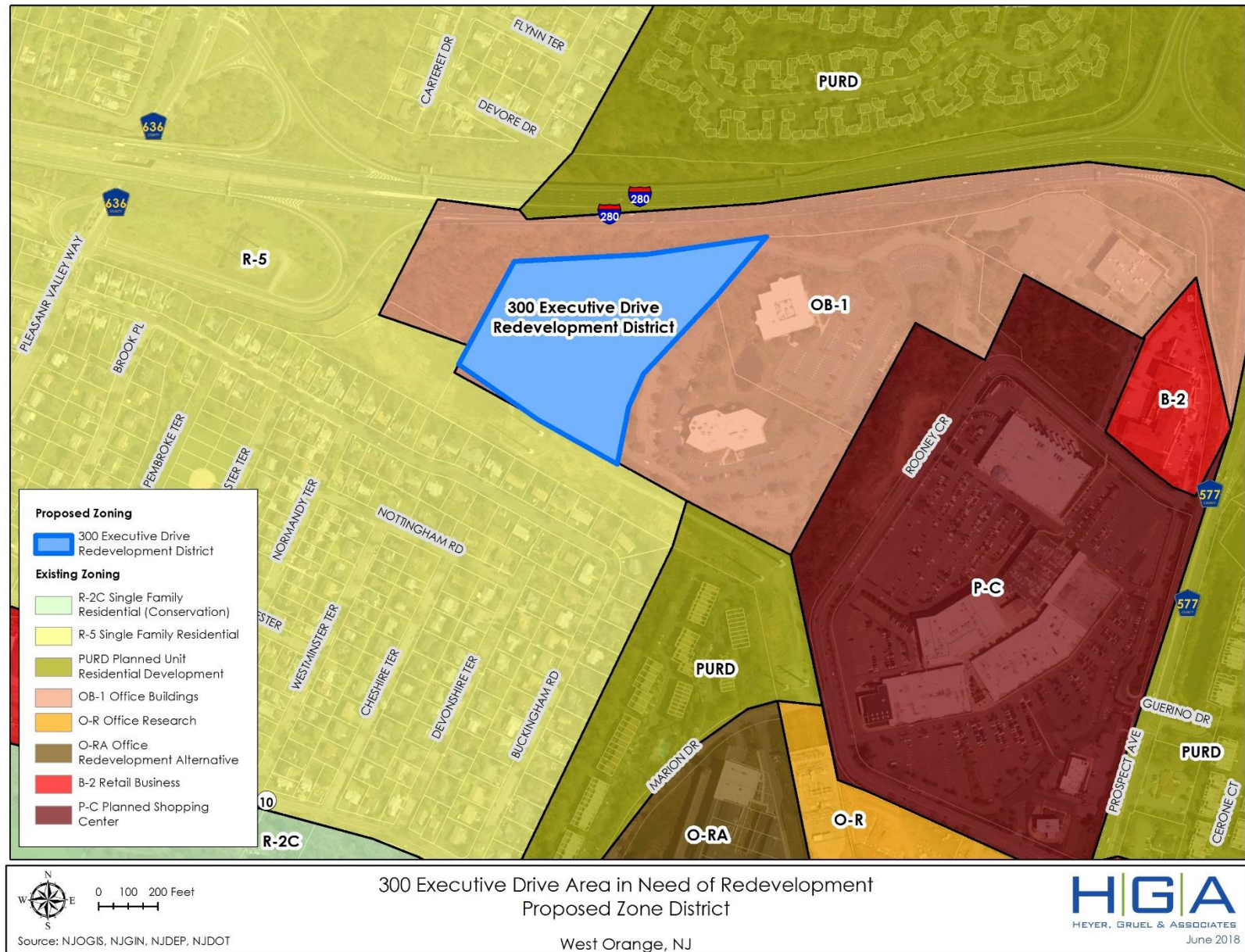
Any deviation from the Redevelopment Plan standards, which would typically result in a “d” variance, shall be addressed as an amendment to the Plan. Neither the Planning Board nor the Board of Adjustment shall have authority to allow deviations from the standards contained in the Plan, which would result in a “d” variance pursuant to N.J.S.A. 40:55D-70d.

The Planning Board shall have power to grant relief from other bulk and dimensional requirements of this Plan to the same extent as the Board may grant relief from bulk and dimensional requirements pursuant to the N.J.S.A. 40:55D-70c and the power to grant waivers from the standards of the Plan to the same extent as the Board may grant relief from site plan regulations pursuant to N.J.S.A. 40:55D-51.

All zoning and design standards shall be governed by the standards in the Township of West Orange Land Use Regulations found at Chapter XXV of the Township General Ordinances. All other applicable Township standards remain in place. The Planning Board shall have the power to grant relief from the requirements of these ordinances as permitted by the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. (“MLUL”) where jurisdiction is conferred upon it.

All development must be approved by the Planning Board and shall be submitted through the normal site plan and subdivision procedures as identified by N.J.S.A. 40:55D, et seq.

Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment to the Township Zoning Ordinance and Official Zoning map.



STANDARDS OF THE 300 EXECUTIVE DRIVE REDEVELOPMENT DISTRICT

Purpose

The 300 Executive Drive Redevelopment District retains the zoning and land use regulations for the property that exist in the OB-1 Office Buildings Zone District in place at the time of adoption of this plan.

Permitted Uses

The permitted uses for the Redevelopment District shall be the same as the permitted uses in the Township OB-1 Office Buildings Zone District.

Bulk Standards

The Bulk Standards for the Redevelopment Area shall be the same as the Bulk Standards for the Township's OB-1 Office Buildings Zone District.

Sustainability Standards

1. *Master Plan Sustainability Plan* – Improvements to the site and building under the 300 Executive Drive Redevelopment Plan shall be guided by the Goals, Principles, and Actions of the most recent version of the Township of West Orange Sustainability Plan Element, adopted in the 2010 Master Plan.
2. *Green Building Standards* – Building and site improvements shall utilize 'Green Building Strategies' and follow U.S. Green

Building Council LEED (version 4) checklist requirements for LEED Silver or higher level. Sustainable measures shall include, but not be limited to, Sustainable Site Planning, Water Use Efficiency, Energy Efficiency, Sustainable Materials and Resource Use, Electric Vehicle Charging Infrastructure, and Healthy Indoor Environmental Quality. The Redeveloper shall prepare and submit a USGBC LEED (version 4) checklist, and is encouraged, but not required to, register the building(s) in the Redevelopment Area in the USGBC LEED certification program.

Circulation Standards

1. *Master Plan Circulation Plan* – Improvements to the site under the 300 Executive Drive Redevelopment Plan shall be guided by the general goals and objectives of the 2010 Master Plan Circulation Plan update. Further, the 2010 Circulation Plan Element was amended in 2016 to incorporate the principles of "Complete Streets" and to create a comprehensive, integrated, connected street network that safely accommodates all users.
2. *Site Circulation Standards* – The 300 Executive Drive Redevelopment site circulation improvements shall include provision for sidewalks or similar pedestrian pathways, protections for pedestrians at crosswalks and sidewalks, bicycle paths and routes, bicycle racks, and other site circulation best practices for commercial and office sites.

CONCEPTUAL RENDERINGS FOR 300 EXECUTIVE DRIVE

The following renderings, prepared by Gensler, are illustrative of the types of upgrades envisioned by this redevelopment plan. Some of the potential improvements include:

- Renovation of public spaces to provide flexible, collaborative work areas.
- Upgrades to interior building finishes to give the building a lighter, more contemporary feel including additional windows and building transparency.
- Development of a new café and dining area, including an outdoor patio
- Updates to building mechanical systems and utilities, including elevators and restrooms.
- Aesthetic improvements to the building exterior.
- Improvements to the site landscaping, ADA accessibility, and flow.

These renderings and potential upgrades are indicative of the types of work required to modernize aging office buildings to meet current tenant demands. These concepts are not binding for the Township, Planning Board, or developer. All plans for development must be submitted by a designated redeveloper and reviewed through the Township's normal land development process.



Potential New Exterior



Current Exterior



Potential Lobby Upgrades



Potential Interior Amenity Space Upgrades

CONFORMANCE WITH TOWNSHIP OBJECTIVES

The Township's most recent comprehensive Master Plan was adopted in 1989. Since that time, two Reexamination Reports and updates to several Plan Elements have been prepared. The most recent Reexamination Report, as well as a Master Plan update including a Sustainability Plan and updates to the Land Use, Economic Development, and Historic Preservation Elements was adopted in 2010. An update to the Circulation Element was adopted in 2016, which includes a subsection of the recommendations section that incorporates a Complete Streets policy.

Master Plan Reexamination Report and Update (2010)

The Township adopted a Master Plan Reexamination Report and Update in 2010. The following goals, objectives, and policies in the Plan are relevant to the Area and the formulation of this Redevelopment Plan:

Land Use Plan

- The existing land use of the 300 Executive Drive Area is shown as "Commercial". The plan does not contain any specific discussion of the Area and does not recommend any changes to the Zoning for the property.

Economic Development Recommendations

- The Economic Development Element recognizes the existing office / commercial developments clustered at I-280 and Prospect Avenue, and recommends that the Township continue to maintain a mix of land uses.
- The Plan continues the recommendation from 2004 that states: "development that generates employment opportunities and beneficial commercial/retail activity should continue to be encouraged where it is compatible with adjacent land uses, and sensitive natural and environmental features, and should be balanced by the need to maintain adequate public infrastructure and facilities, services and pedestrian and vehicular circulation patterns.
- Improvements to the regional business districts should continue to be encouraged.
- The Essex Green property and adjacent office complexes, of which the 300 Executive Drive Area is a part, are discussed in the Economic Development Element. The Plan states that "A key for this area is to maintain a balance of land uses, which will have benefits with regard to traffic as well as fiscal impacts."

Sustainability Plan

- Encourage improved energy efficiency in existing commercial buildings.

RELATIONSHIP TO OTHER PLANS

State Development and Redevelopment Plan (SDRP)

In 2001, the State Planning Commission adopted the State Development and Redevelopment Plan (SDRP). The SDRP is a document that, while not binding, guides State-level development and redevelopment policy as well as local and regional planning efforts. Eight statewide goals are articulated in the Plan, along with dozens of corresponding implantation policies. The goals are as follows:

1. Revitalize the State's cities and towns.
2. Conserve the State's natural resources and systems.
3. Promote beneficial economic growth, development and renewal for all New Jersey residents.
4. Protect the environment, prevent and clean up pollution.
5. Provide adequate public facilities and services at a reasonable cost.
6. Provide adequate housing at a reasonable cost.
7. Preserve and enhance areas with historic, cultural, scenic, open space, and recreational value.
8. Ensure sound and integrated planning and implementation statewide.

This Plan meets stated goals 1, 2, 3, and 8 of the SDRP.

- The intended redevelopment of the outdated office building will bring a productive use to the site for the future.
- The Plan envisions using existing infrastructure and maintaining the existing limit of disturbance in an area with sensitive environmental features.
- Revitalizing and redeveloping the surplus of suburban office space to restore its economic benefit is a State-wide challenge that this Plan seeks to address.
- The Redevelopment Area is located in PA-1 and is in close proximity to major highways. Redevelopment of the site is consistent with good planning principals and integrated land use planning and implementation.

The SDRP also includes a State Plan Policy Map, which divides the state into regions known as Planning Areas. This Redevelopment Area is located in the Metropolitan Planning Area (PA-1), which is characterized by intensive existing development and is the target for redevelopment efforts. The goals for PA-1 include the following:

1. Provide for much of the state's future redevelopment.
2. Revitalize cities and towns.
3. Promote growth in compact forms.
4. Stabilize older suburbs.
5. Redesign areas of sprawl.

6. Protect the character of existing stable communities.

This Plan meets stated goals 1, 3, 4, and 5 for Planning Area 1.

- The redevelopment project promotes the reuse and revitalization of a parcel whose current improvements are outdated.
- The redevelopment of a previously disturbed and developed site is consistent with concept of promoting growth in compact forms.
- The suburban office park model has declined in viability; this plan seeks to stabilize the Area's economic future.
- Suburban office parks are a symbol of sprawling development patterns. This Plan seeks to reimagine a facility that was built during a period of suburban expansion and is currently outdated.

State Strategic Plan

The final draft of the State Strategic Plan was released in 2012. While the State Strategic Plan has not been officially adopted, and the SDRP is still the official State Plan, it is still prudent to review the relationship between this Plan and the State Strategic Plan Draft. This Plan is consistent with the stated goals of the State Strategic Plan. This Plan exemplifies the guiding principle of "Spatial Efficiency", where new development is encouraged to be located in areas where infrastructure is already in place to support growth.

This Plan meets the following "Garden State Values" of the State Strategic Plan:

- Prioritize Redevelopment, infill, and existing infrastructure
- Increase Job and Business Opportunities in Priority Growth Investment Areas
- Create high-quality, livable places

Essex County Plans

The only recent county-wide planning document adopted by Essex County is the 2013 Comprehensive Transportation Plan. The County also has a Park, Recreation, and Open Space Master Plan that dates to 2003.

Essex County Comprehensive Transportation Plan (2013)

The County Comprehensive Transportation Plan's vision is to "Develop a safe coordinated and integrated multimodal transportation system that provides accessibility for all users while promoting connectivity, economic vitality and productivity, our communities' livability, and our ecosystem's viability."

- The West Orange Jitney System, which stops at Essex Green adjacent to the Redevelopment Area, is identified in the Transportation Plan as a link to the Orange and South Orange Train Stations, which offer Midtown-Direct train service.

- The Prospect Avenue corridor is identified as a location with a high percentage of auto trips with potential to be diverted to transit.

Master Plans of Adjacent Municipalities

The Redevelopment Area is centrally located within West Orange Township and does not border or impact any of the adjacent municipalities.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Redevelopment Entity

The Township Council shall serve as the Redevelopment Entity to implement this Redevelopment Plan. The Redevelopment Entity must designate a redeveloper prior to the submission of an application for any approval to the Planning Board.

Property to be Acquired

The Area has been designated as a non-condemnation redevelopment area. No property acquisition through the use of eminent domain is authorized or anticipated as a part of this Plan.

Relocation Assistance

The Area consists of an office building and parking lot. Eminent domain is not authorized as part of this plan and any transfer of property and subsequent relocation requirements are purely voluntary so no plan for relocation assistance is necessary.

Affordable Housing

There are no housing units in the Area, so there are no affordable housing units identified for removal as part of the implementation of this redevelopment Plan.

Provision of New Affordable Housing Units

Residential uses are permitted in the OB-1 Zone District and therefore, in the Redevelopment Area. There is no specific plan

for the provision of Affordable Housing as part of this Redevelopment Plan.

Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the West Orange Township Council may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan

This Redevelopment Plan shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Council.

IMPLEMENTATION OF REDEVELOPMENT PLAN

Redevelopment Agreements

The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the Township Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the Township.
- Upon completion of the required improvements, the conditions determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the Township Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the Township Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC,
SUBSECTION 7-20, STOP INTERSECTIONS, OF THE REVISED GENERAL
ORDINANCES OF THE TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that Overlook Avenue and Ridgeview Avenue and Ferris Drive and Stanford Avenue shall be designated as Stop Intersections pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to designate Overlook Avenue and Ridgeview Avenue and Ferris Drive and Stanford Avenue as Stop Intersections pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-20, Stop Intersections, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions of N.J.S.A. 39:4-140 (*italic type denotes deletion, bold type denotes addition*):

Intersection	Stop Sign On:
Overlook Avenue and Ridgeview Avenue	Ridgeview Avenue
Ferris Drive and Stanford Avenue	Stanford Avenue

Section 4. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

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

Introduced: September 4, 2018

Adopted: September 25, 2018

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, designates the intersections of Overlook Avenue and Ridgeview Avenue and Ferris Avenue and Stanford Avenue as Stop Intersections with a Stop Sign to be placed on Ridgeview Avenue, the minor street, and a stop sign to be placed on Stanford Avenue, the minor street. The intersections are both tee intersections. Due to volume of traffic which travels on Overlook Avenue and Ferris Drive the Township's Engineering Division determined that traffic needed to be regulated at the intersections for the safe movement of traffic. Without Stop Signs on Ridgeview Avenue and Stanford Avenue, the normal right-of-way rule is not expected to provide a reasonably safe operation of these intersections.

August 24, 2018

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

RE: **AMENDMENT TO CHAPTER 7, TRAFFIC
STOP INTERSECTIONS**

Mayor Parisi, Council President McCartney and Council Members:

The attached Ordinance will designate the intersections of Overlook Avenue and Ridgeview Avenue and Ferris Drive and Stanford Avenue as Stop Intersections with a Stop Sign on Ridgeview Avenue and a Stop Sign on Stanford Avenue. The intersections are tee intersections with Ridgeview Avenue and Stanford Avenue the minor streets by traffic volume. I certify that this regulation is approved by me after investigation of the circumstances, and that it appears to be in the interest of safety and the expeditious movement of traffic. Based on this, I request this approval of these Stop Intersections pursuant to N.J.S.A. 39:4-8(b).

I performed my investigation of these intersections by field inspection, automatic traffic counts and accident investigations, and based on these findings I recommend these intersections be designated Stop Intersections with a Stop Sign on Ridgeview Avenue and a Stop Sign on Stanford Avenue. Based on the traffic counts, the Stop Sign will be placed on the minor streets as prescribed in the Manual on Uniform Traffic Control Devices (MUTCD). Stop Signs on Ridgeview Avenue and Stanford Avenue are required since the normal right-of-way rule is not expected to provide reasonably safe operation of this intersection.

If you have any questions on this regulation, please call me.

Very truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/tp
enc.

cc: John K. Sayers
Richard D. Trenk
Police Chief James Abbott

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

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

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

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

Residence Address	No. of Spaces	Location
31 Watson Avenue	1	Beginning 340 feet south of the southerly curbline of Samuel Street extended and extending 20 feet south.
89 Ashland Avenue	1	Beginning 362 feet south of the southerly curbline of Park Avenue extended and extending 19 feet south.
9 Cross Street	1	Beginning 109 feet south of the southerly curbline of Hazel Avenue extended and extending 19 feet south.

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

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

ROBERT D. PARISI, MAYOR

SUSAN McCARTNEY, COUNCIL PRESIDENT

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

Introduced: September 4, 2018

Adopted: September 25, 2018

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 31 Watson Avenue, 89 Ashland Avenue, and 9 Cross Street. By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones.