

1. Conference Meeting Agenda

Documents:

[CA 3.19.19.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 3.19.19.PDF](#)

3. Resolution(S)

3.I. 88-19

Documents:

[88-19 RESOLUTION AUTHORIZING RECEIPT OF ALTERNATIVE SUPPORT APPARATUS AND AUTHORIZING EXECUTION OF VEHICLE TRANSFER RECEIPT AND MOU.PDF](#)  
[88-19 EXHIBIT.PDF](#)

3.II. 89-19

Documents:

[89-19 AUTHORIZING AWARD OF CONTRACT TO RELIABLE WOOD FOR OPERATION OF RECYCLING CENTER - 2019.PDF](#)  
[89-19 EXHIBIT TO RESOLUTION AUTHORIZING AGREEMENT WITH RELIABLE WOOD FOR OPERATION OF THE RECYCLING CENTER - 2019.PDF](#)

3.III. 90-19

Documents:

[90-19 AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH NJ HISTORIC PRESERVATION OFFICE FOR UPPER GREGORY ARCHITECTURAL SURVEY FUNDING.PDF](#)  
[90-19 EXHIBITS - AUTHORIZING GRANT AGREEMENT WITH HISTORIC PRESERVATION FOR UPPER GREGORY NEIGHBORHOOD SURVEY FUNDING.PDF](#)

3.IV. 91-19

Documents:

[91-19 AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT WITH OCEAN CLEAN RESOLVING TOWNSHIPS CLAIM ON BID BOND AND SPECIAL CIVIL SUIT.PDF](#)  
[91-19 EXHIBIT-RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT WITH OCEAN CLEAN TO RESOLVE TOWNSHIP CLAIM ON BID BOND.PDF](#)

3.V. 92-19

Documents:

[92-19 REGARDING APPOINTMENT OF MATRIX AS LICENSED SITE  
REMEDATION PROFESSIONAL FOR BIDDLEMAN PROPERTY AT 8-10  
CENTRAL AVENUE.PDF](#)  
[92-19 EXHIBIT-AUTHORIZING APPOINTMENT OF MATRIX AS LICENSED  
SITE REMEDIATION PROFESSIONAL LSRP FOR BIDDLEMAN  
PROPERTY.PDF](#)

3.VI. 93-19

Documents:

[93-19 RAFFLE LICENSES 3.19.19.PDF](#)

3.VII. 94-19 Removed-Duplicate To 99-19

3.VIII. 95-19

Documents:

[95-19 GARBAGE REIMBURSEMENT 2018.PDF](#)

3.IX. 96-19

Documents:

[96-19 SETTLEMENT OF TAX APPEALS - ROCK SPRING CLUB.PDF](#)  
[96-19 STIPULATION OF SETTLEMENT ROCK SPRING.PDF](#)

3.X. 97-19

Documents:

[97-19 SETTLEMENT OF TAX APPEALS - MONTCLAIR GOLF CLUB.PDF](#)  
[97-19 STIPULATION OF SETTLEMENT MONTCLAIR GOLF.PDF](#)

3.XI. 98-19

Documents:

[98-19 AUTH. RETENTION OF T. SCRIVO ESQ. AS SPECIAL LITIGATION  
COUNSEL FOR LITIGATION ARISING AS TO ROCK SPRING GOLF  
COURSE.PDF](#)

3.XII. 99-19

Documents:

[99-19 DESIGNATING WEST ORANGE PUBLIC LIBRARY AS AREA IN NEED  
OF REDEVELOPMENT.PDF](#)  
[99-19 EXHIBITS.PDF](#)

3.XIII. 100-19

Documents:

[100-19 RESOLUTION FOR ABANDONED CAR AUCTION 04022019.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2564-19

Documents:

[2564-19 BOND ORDINANCE - ACQUISITION OF REAL PROPERTY - ROCK SPRING COUNTRY CLUB \(2\\_19\).PDF](#)

5. Ordinances On First Reading

5.I. 2565-19

Documents:

[2565-19 AMENDING THE ZONING MAP FOR TOWO - MOVE THE ZONE BOUNDARY LINE FOR BLOCK 117 IN THE WASHINGTON STREET AREA.PDF](#)  
[2565-19 EXHIBIT.PDF](#)

**\*\* PLEASE NOTE THE CHANGE IN LOCATION OF THE MEETING**

**Township of West Orange  
CONFERENCE MEETING AGENDA**

**\*\*Change of Location - Liberty Middle School – 1 Kelly Drive  
Tuesday, March 19, 2019**

**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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.**

**Roll Call – Councilwoman Casalino, Councilman Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council-President Guarino, Mayor Parisi**

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**6:30 P.M**

**Promotional Ceremony-West Orange Fire Department**

- ❖ Firefighter Gabriel Gatto being promoted to the rank of Fire Captain**
- ❖ Firefighter Frank Noborine being promoted to the rank of Fire Captain**

**Update – Redevelopment**

**Council Liaison Announcements**

**7:00 P.M.**

**Public Meeting**



**\*\*PLEASE NOTE CHANGE IN VENUE\*\***

**PUBLIC MEETING AGENDA-AMENDED**

**Township of West Orange**

**\*\*Liberty Middle School – One Kelly Drive – 7:00 p.m.**

***March 19, 2019***

**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 September 26, 2018, and published in the West Orange Chronicle on October 4, 2018.**

**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 Krakoviak, Councilwoman Matute-Brown, Councilwoman McCartney, Council President Guarino (Mayor Parisi)**

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. \*Consent Agenda**
- 4. \*Approval of Minutes of Previous Meeting** – Executive Session February 19, 2019, **March 5, 2019** and Public Meeting March 5, 2019
- 5. \*Report of Township Officers - None**
- 6. \*Reading of Petitions and Communications and Bids - None**
- 7. \*Bills**
- 8. \*Resolutions**
  - a. **88-19** Resolution Authorizing the Township to Accept an Alternative Support Apparatus from the New Jersey EMS Task Force to be Utilized and Maintained by the West Orange Fire Department and Execution of a Vehicle Transfer Receipt and Memorandum of Understanding to Accept the Equipment and Agree to Store and Maintain the Equipment and Maintain Insurance for the Equipment (Legal-Moon)
  - b. **89-19** Resolution Authorizing the Township to Enter into an Agreement with Reliable Wood for the Operation of the Township Recycling Center for a Period of Three (3) Years with Two Additional Option Years. Under the agreement Reliable Wood will pay a monthly rent amount of \$4,167. (Legal-Moon)
  - c. **90-19** Resolution Authorizing the Township to Accept a Grant of \$24,500 from the Historic Preservation Office of the New Jersey Department of Environmental Protection and to Execute a Grant Agreement Required for the Receipt of the Grant Funds (Legal-Moon)
  - d. **91-19** Resolution Authorizing the Township to Enter into a Settlement Agreement to Resolve a Pending Lawsuit in the Special Civil Part of the Superior Court of New Jersey related to the Township's Claim on a Bid Bond Submitted by Ocean Clean, LLC for the Township's Contract for Janitorial Services after Ocean Clean Defaulted and Withdrew its Bid After Being Deemed the Lowest Responsible Bidder for the Contract. The Settlement Agreement provides that Ocean Clean will Make Payment to the Township in the Amount of \$4,000 to be Paid in Installments. (Legal-Moon)

- e. **92-19** Resolution Authorizing the Township to Retain Matrix New World as a License Site Remediation Professional for the Property at 8-10 Central Avenue. The proposal provides that Matrix will perform as the LSRP for a rate not to exceed \$4,100. (Legal-Moon)
- f. **93-19** Resolution Authorizing the Issuance of Raffle Licenses (Clerk)
- g. **94-19 DUPLICATE TO 99-19**
- h. **95-19** Resolution Authorizing Reimbursement Costs for Private Garbage Collection for the Period of January 1, 2018 through December 31, 2018 to Private Home Owner Associations/Individuals (Gross)
- i. **96-19** Resolution Authorizing the Township to Execute a Stipulation of Dismissal as to the Pending Tax Appeal for Rock Spring Golf Course (Legal-Roche)
- j. **97-19** Resolution Authorizing the Township to Settle a Pending Tax Appeal Matter with Montclair Golf Club as to the Property Tax Assessment for the Montclair Golf Club. (Legal-Roche)
- k. **98-19** Resolution Authorizing the Township to Retain Thomas Scrivo, Esq. from O'Toole Scrivo as Special Litigation Counsel to Represent the Township as to any Potential Litigation that may Arise from the Township's Acquisition of Rock Spring Golf Course or Award of a Contract for Operation, Management, and Maintenance of Rock Spring Golf Course as a Public Golf Course. The retention provides that Special Litigation Counsel will be paid at a rate of \$200 per hour with a cap to fees at \$10,000. (Legal-Moon)
- m. **99-19** Resolution Adopting the Recommendation of the Planning Board and Designating the West Orange Public Library Property as an Area in Need of Redevelopment and Authorizes the Township to Retain Heyer Gruel to Prepare and Draft a Redevelopment Plan for Property (Legal-Moon)
- n. **100-19** Resolution Authorizing the Auction of Abandoned Vehicles (DeSantis)
- o. **Ordinances on Second and Final Reading**
  - a. **2564-19** Bond Ordinance Providing for the Acquisition of Real Property Commonly Known as the Rock Spring Golf Course, by and in the Township of West Orange, in the County of Essex, State of New Jersey; Appropriating \$12,050,340 Therefor and Authorizing the Issuance of \$12,050,340 Bond or Notes of the Township to Finance the Cost Thereof (Legal- E. Johnson-Wilentz)
- p. **Ordinances on First Reading**
  - a. **2565-19** An Ordinance Amending Chapter 25, Section 3.2 of the Revised General Ordinances of the Township of West Orange (Zone Map) (Legal – Moon)
- q. **Pending Matters/New Matters/Council Discussion**
- r. **ABC Hearing - None**
- s. **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.**

**RESOLUTION**

**WHEREAS**, the Township of West Orange (the “Township”) through the Township Fire Department (the “Fire Department”) is a member of the New Jersey EMS Task Force (the “Task Force”) ; and

**WHEREAS**, the Task Force was given a grant through the United States Department of Homeland Security Urban Areas Security Initiative (the “UASI”) to acquire an Alternative Support Apparatus (“ASAP”) which is a small ambulance body on a Polaris all-wheel-drive chassis allowing for transportation as part of a special emergency response in all terrains, including off-road transportations at locations like the South Mountain Reservation; and

**WHEREAS**, the ASAP was originally purchased by the Monmouth Ocean Hospital Service Corporation (“Monoc”), a private ambulance company, which had stored the ASAP at the Fire Department’s station 3 for the past few years; and

**WHEREAS**, Monoc is seeking to relinquish title to the ASAP the Task Force has requested that the Township take ownership of the ASAP; and

**WHEREAS**, the Task force has provided the Township with a proposed Vehicle Transfer Receipt and Memorandum of Understanding, annexed hereto as Exhibit “**A**” (the “Transfer and MOU”);

**WHEREAS**, the Fire Department would take full control of the ASAP and be responsible for the routine maintenance and upkeep of the ASAP and to maintain insurance for the ASAP; and

**WHEREAS**, the Transfer and MOU requires no other expenditure of funds from the Township.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the Township be and is authorized to accept the ASAP from MONOC and/or the Task Force; and be it further

**RESOLVED**, that the Mayor shall be and is hereby authorized to execute the Transfer and MOU, or any other document(s) required for the transfer of title of the ASAP to the Township, and the Municipal Clerk shall be and is hereby authorized to attest to the Mayor's signature.

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

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**Jerry Guarino**  
**Council President**

**Adopted: March 29, 2019**

# Exhibit “A”



## Vehicle Transfer Receipt and MOU



Your agency, West Orange Fire Department , which is part of the New Jersey Urban Area Security Initiative region, is being transferred equipment by , in cooperation with the New Jersey Office of Homeland Security and the Urban Area Security Initiative grant program. The equipment has been purchased with federal grant funds awarded to the State of New Jersey from U.S. Department of Homeland Security. The NJ-UASI purchase was from FY grant year funds. The purpose of providing this equipment is to help enhance the capabilities of your facility/agency to assist your personnel with accountability, tracking and other needs as appropriate. Additionally, this equipment may be used to enhance the response capabilities of your agency. This equipment is intended to assist your facility/agencies ability to respond to emergencies, acts of terrorism or other natural disasters. As a condition of the grant and subject to an audit, this equipment must be used to solely support your facility/agency's Emergency Preparedness efforts and response. The equipment must be maintained by your agency and all further updates, upgrades etc. are the responsibility of your agency. You understand that you are releasing from any liability in regards to information kept on any electronic devices. This device has no Protected Health Information on it currently. Any Protected Health Information placed on the unit after you have received it is your agencies responsibility. You also understand that the equipment must be able to be presented in case of an audit. Your agency is also responsible to keep the equipment in good working order.

1. You will properly register your equipment with the manufacturer in the name of your facility/agency and maintain the equipment in a safe / secure / accessible location. You will perform all of the manufacturer's recommended maintenance and keep the equipment in operational condition, 24 hours a day, and seven days per week. Your facility/agency will insure the equipment against any loss, damage or theft.
2. Your facility/agency's personnel designated to operate the equipment must be trained/licensed as required. Your facility/agency must provide its own anti-virus software if required.
3. You must maintain the equipment so that it may be used to assist your facility/agency to respond to emergencies, acts of terrorism or other natural disasters. In the event of an incident, your facility/agency will use this equipment to maintain situational awareness and redundant communications capabilities.
4. The point of contact for your facility/agency concerning information about the equipment is . If the point of contact changes, you must notify Anthony Gabriel, UASI Healthcare Logistics Planner at [gabrieas@uhnj.org](mailto:gabrieas@uhnj.org).
5. The equipment given to your facility/agency may not be sold, transferred, leased or given to any other person or entity without the written consent of the New Jersey office of Homeland Security. If your facility/agency refuses to respond to a request for aid, or fails to maintain the equipment in a "state of readiness," or fails to follow other procedures that are developed by the NJ UASI or The NJ Office of Homeland Security for the equipment, the equipment shall be returned to the State of New Jersey office of Homeland Security. The State of New Jersey will redeploy these assets in accordance with the current policy.

| Vehicle Make | Vehicle Model | Vehicle Year | Vehicle VIN | Vehicle Odometer | Vehicle Condition |
|--------------|---------------|--------------|-------------|------------------|-------------------|
|              |               |              |             |                  |                   |

### Transfer Information

| Transferring Agency                              | Receiving Agency                               |
|--------------------------------------------------|------------------------------------------------|
|                                                  | West Orange Fire Department                    |
| Transferring Agency Representative (Name / Tile) | Receiving Agency Representative (Name / Title) |
|                                                  |                                                |
| Date                                             | Date                                           |
|                                                  |                                                |
| Transferring Agency Representative Signature     | Receiving Agency Representative Signature      |
|                                                  |                                                |

**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, and commingled containers; and

**WHEREAS**, the Township requires the services of a firm to operate 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”); and

**WHEREAS**, on April 10, 2007, the Township adopted Resolution 84-07 authorizing the use of competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 through 4.5 to award a contract for the Operations at the Property by evaluating proposals based on price and other factors;

**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” in order to enter into a Contract to operate the West Orange Recycling Center (the “Contract”); and

**WHEREAS**, the RFP sought proposals for a term of three (3) years with two (2) one-year options; and

**WHEREAS**, on June 15, 2018, the Township held a pre-bid meeting and site visit at the Property; and

**WHEREAS**, on July 17, 2018, the Township received a single proposal in response to the RFP from Reliable Wood Products, LLC (“Reliable Wood”) of One Caven Point Road, Jersey City, New Jersey, 07305, annexed hereto as Exhibit “A” (the “Proposal”), and

**WHEREAS**, a copy of the Proposal is available for inspection at the Township Purchasing Department, 66 Main Street, Room 111; and

**WHEREAS**, the Proposal includes payment to the Township as follows: \$4,167.00 monthly (totaling \$50,004.00 annually), for a three-year period with \$4,167 monthly (totaling \$50,004.00 annually) for the first optional one-year period; and \$4,167 monthly (totaling \$50,004.00 annually) for the second optional one-year period; and

**WHEREAS**, the scoring of the Reliable Wood's proposal is not necessary as Reliable Wood submitted the only proposal in response to the RFP.

**NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that the Contract be and hereby is awarded to Reliable Wood Products, LLC of One Caven Point Road, Jersey City, New Jersey 07305 to provide services in accordance with the Township's RFP for operation of the Township recycling center and in compliance with the payment schedule in Reliable's Proposal, annexed hereto as Exhibit "A," for the three-year period commencing March 1, 2019 and ending February 28, 2022, with two (2) options to provide these services for one additional year.

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

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**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**



# Exhibit “A”

**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 398 Lincoln Boulevard, Middlesex, New Jersey 08846 ("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 2018 (the "RFP") annexed hereto as Exhibit "A"; and

**WHEREAS**, on July 17, 2018, the Township received a response to the Request for Proposal from Reliable (the "Proposal"), a portion of which is annexed hereto as Exhibit "B"

**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 March 1, 2019 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 \$50,004 annually, or \$4,167 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 2021-2022 and/or 2022-2023, Reliable shall pay to the

Township rent for the use and occupancy of the Facility at the rate of \$50,004 annually, or \$4,167 per month.

3. Other Provisions – This Agreement between Reliable and the Township is subject to all terms and conditions contained in the RFP and the Proposal, 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. If any conflicts exist between the terms and conditions in the RFP and the Proposal, the terms and conditions of the RFP shall govern. Notwithstanding the foregoing, the following terms and conditions apply:

- (a) Reliable agrees to meet its obligation to make on-site improvements required under Section 2.13 of the RFP, by installing new asphalt paving on the section of the Property depicted on the Facility Site Plan and Site Improvement Plan appended to the RFP and labeled "Proposed New Asphalt Travel Way." See Exhibit "A" Appendices. This installation shall occur pursuant to the Township's specifications as follows:

All areas where the pavement base has failed as evidenced by pavement cracks called "alligatoring" the pavement shall be cut out, removed and replace with six inches of hot mix asphalt stabilized base course, Mix I-2. Then all existing paved travelways shall be resurfaced with hot mix asphalt surface course Mix I-4, two to three inches thick.

This installation shall be completed no later than May 31, 2019.

- (b) Reliable agrees that: (i) no more than 7,500 cubic yards of processed brush, logs, woodchips, and mixed wood materials ("Permitted Processed Class B Materials"); (ii) no more than 7,500 cubic yards of unprocessed brush, logs, woodchips, and mixed wood materials ("Permitted Unprocessed Class B Materials"); (iii) no more than 5,000 cubic yards of finished processed brush, logs, woodchips, and mixed wood materials ("Permitted Finished Class B Materials") and (iv) no more than 10,000 cubic yards of leaves ("Permitted Class C Materials") will remain on the Property at any particular time. Should the New Jersey Department of Environmental Protection change the total amount of material that may be stored on site at any given time, or make any other changes to the regulations applicable to this site, the allowable storage on the property shall conform to any new regulations so adopted.
- (c) Reliable shall maintain monthly logs for all incoming and outgoing Class B material in a manner that conforms to the form annexed hereto as Exhibit "C."
- (d) In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials received from an approved source within the Township; exceeds 276 cubic yards in a thirty (30) day period following the disaster declaration, then Reliable may invoice the Township for the amount of Class-B materials that

exceed the 276 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard. Reliable agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to Reliable pursuant to this provision.

- (e) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 276 cubic yards in a thirty (30) day period following the adoption of the Executive Order; Reliable may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 276 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

- a. To initiate any claims as per paragraphs (d) or (e), Reliable shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

- (f) Reliable may charge residents for the acceptance of tires at a rate not to exceed \$5 per tire for regular passenger tires, this provision shall not apply to the acceptance of tires generated by or from municipal vehicles which Reliable shall accept at no charge to the Township.

4. Early Termination Provision – Reliable may terminate this Agreement by providing the Township with at least one hundred eighty (180) days prior notice of its intent to terminate this Agreement if in any three year period of this Agreement:

- (a) Reliable has been adjudicated as having violated the Air Pollution Control Act, N.J.S.A. 26:2C-1, et. seq. and the regulations of the Department of Environmental Protection (the "DEP") at N.J.A.C. 7:27-1.1, et. seq.;

- (b) Reliable has been assessed and pays monetary fines or penalties in excess of \$50,000;

- (c) Reliable has provided records to the Township of incoming and outgoing Class B materials in and from the Facility on a monthly basis; and

- (d) Reliable has made all reasonable and requisite efforts to avoid such violations, including, but not limited to:

- (i) operating the odor control system at the Facility during grinding, during opening piles of any materials at the Facility, and/or during periods of high winds as required under this Agreement;

- (ii) maintaining the materials below the levels and amounts set forth in Paragraph 3(b) of this Agreement; and

(iii) Has completed the reconfiguration of the Class B Operations area to conform to the proposed revised site plan wherein the soil currently stored on site has been removed, a berm has been constructed along the access road to the Class C area and all Class B operations have been removed to the furthest boarder of the Class B area as indicated in prior drawings.

(iv) conducted daily inspections along Summit Street and at the entrance driveway of the Facility to detect possible dissemination of odors from the Property.

5. 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, 66 Main Street, 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, 398 Lincoln Boulevard, Middlesex, New Jersey 08846 or such other address as Reliable may designate in writing to the Township.

6. 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.

7. 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.

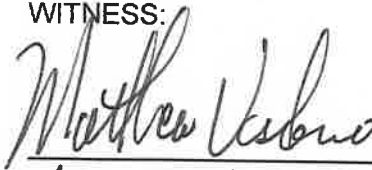
ATTEST:

TOWNSHIP OF WEST ORANGE

\_\_\_\_\_  
Karen Carnevale, Municipal Clerk

By: \_\_\_\_\_  
Robert D. Parisi, Mayor

WITNESS:

  
\_\_\_\_\_  
Matthew Vastano

4826-4529-9330, v. 1

RELIABLE WOOD PRODUCTS, LLC

By:   
\_\_\_\_\_  
Eugene J. Ciarkowski, Managing Member  
MANAGER

# 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

June 2018

*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                    |
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| 1.19 | Site Improvement Plan                              |
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- 3.18 Equipment Dedication Affidavit
- 3.19 Bid Bond Form (in a form to be supplied by responding party)
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- 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

June 5, 2018

### NOTICE OF 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 July 17, 2018 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](mailto: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 the annual value of the submitted 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, 2018** 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, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 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 (1) original, two (2) copies of original, and on (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:
- 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
- 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 Iranian Disclosure Statement (see Section 3.16)
  - 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 3.17)
  - o Equipment Dedication Affidavit (See Section 3.18)
  - o "Proposal 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)
  - 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 June 22, 2018, 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 July 10, 2018.

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 should be able to demonstrate a sufficient successful operating experience of for the operation of 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 30 |
| 2. Experience of Respondent                    | 0 to 25 |
| 3. Qualifications of Staff                     | 0 to 10 |
| 4. Equipment                                   | 0 to 15 |
| 5. Violations, Fines, Notices<br>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, 2018 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.

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.

## 1.18

### *Historical Recycling Quantities*

| Year | Brush/Tree Stumps (Class B) | Leaves (Class C) | Woodchip | Commingled | Corrugated Paper | Mixed Paper and Newspaper |
|------|-----------------------------|------------------|----------|------------|------------------|---------------------------|
| 2008 | 3,832                       | 4,401            | 1,470    | 527        | 664              | 775                       |
| 2009 | 2,183                       | 4,421            | 1,351    | 477        | 373              | 305                       |
| 2010 | 1,901                       | 8,016            | 507      | 560        | 387              | 515                       |
| 2011 | 9,644                       | 1,662            | 1,872    | 155        | 239              | 391                       |
| 2012 | 8,617                       | 2,014            | 2,871    |            | 135              | 279                       |
| 2013 | 6,032                       | 3,257            |          |            | 239              | 391                       |
| 2014 | 4,190                       | 3,672            |          |            | 116              | 159                       |
| 2015 | 4,603                       | 4,257            |          |            | 106              | 156                       |
| 2016 | 3,422                       | 4,309            |          | 183.30     | 239              | 391                       |
| 2017 | 2,407                       | 5,250            |          | 106.28     | 112              | 120                       |

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

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                                                                                                                                                                                                                                                                     |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 15, 2018                | Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.                                                                                                                                             |
| June 22, 2018                | 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, New Jersey 07059-7003, wdefeo@defeoassociates.com.                              |
| July 10, 2018                | Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.                                                                                                                                               |
| July 17, 2018                | 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, New Jersey. |
| August 2018 – September 2018 | Transition                                                                                                                                                                                                                                                                |
| October 1, 2018              | Contract between winning bidder and Township of West Orange will commence.                                                                                                                                                                                                |
| June 2, 2021                 | 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, 2021              | First additional one-year contractual period commences if Township exercises its option.                                                                                                                                                                                  |
| June 2, 2022                 | 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, 2022              | Second additional one-year contractual period 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 plans 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 de minimis quantities 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 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, legal expenses, attorney’s fees, 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:

|                                                                          | <b>Monday – Friday</b> | <b>Saturday</b>       | <b>Sunday &amp; Holidays</b> |
|--------------------------------------------------------------------------|------------------------|-----------------------|------------------------------|
| <b>Site Operation<br/>Component<br/>Recycling<br/>Convenience Center</b> | 7:30 A.M. – 4:30 P.M.  | 7:30 A.M. – 4:00 P.M. | Closed                       |
| <b>Class B</b>                                                           | 7:30 A.M. – 4:30 P.M.  | 7:30 A.M. – 4:00 P.M. | Closed                       |
| <b>Class C</b>                                                           | 7:30 A.M. – 4:30 P.M.  | 7:30 A.M. – 4:00 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.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

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 de minimis quantities 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 that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, 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 and process 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 including commercial landscapers not otherwise exempt under this section.

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 (choice regular or colored 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 or if the operator elects to provide such a service, s/he shall be permitted to charge for loading services.

## **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.

2.14.2(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.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
  - a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
  - a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage

piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

## **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.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

## **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 and the last six 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 \$185.00/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 at the above rate and mileage at \$.565/mile.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below \$20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to \$25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

## **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 de minimis quantities 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.

2.20.3 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

- 2.20.3(a) Total cubic yards of Class B material received during the calendar year.
- 2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
- 2.20.3(c) Total cubic yards of Class B material that has been processed as either:
  - First grind
  - Second grind
  - Dyed or finished mulch
- 2.20.3(d) Class C material received at the facility.
- 2.20.3(e) Class C material removed after receipt from the facility.

## **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, RESTORATION 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. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, 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 Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. 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 remediate 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.
- c. Worker's Compensation Insurance per state requirements.
- d. 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.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. 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.
- g. 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

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 Corp. \_\_\_\_\_

Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_

Subchapter S Corp. \_\_\_\_\_

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW  
Stockholders

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_



NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Owner or Representative Signature

\_\_\_\_\_  
Print Name and Title

NOTARY PUBLIC

Sworn before me this \_\_\_\_ day of \_\_\_\_\_ 2018

Article 3.2

*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 and print name of affiant under signature)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
*(Notary Public)*

My commission expires \_\_\_\_\_

Article 3.03

**MARKET AFFIDAVIT AND GUARANTEE**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Proposer)

of the \_\_\_\_\_ and being duly  
(Name of Proposer)  
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 West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, \_\_\_\_\_ agrees to commit, that \_\_\_\_\_ has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

\_\_\_\_\_  
Name of Firm or Individual Title

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

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_

Notary Public of  
My Commission expires \_\_\_\_\_, 2018

Article 3.04

*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 or quasi-criminal statute, except as follows (if none, no 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 address 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

Article 3.05

***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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
(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.*

Article 3.06

*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.

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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 3.07

***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 3.08

***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 3.09  
*Equipment List*

| Type/Purpose | Description | Age | Owned<br>or<br>Leased | Lease<br>Term, if<br>applicable |
|--------------|-------------|-----|-----------------------|---------------------------------|
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
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|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |

Article 3.10

***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 3.11

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

## Article 3.12

### 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.10:5-31, 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 actions 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. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and 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 \_\_\_\_\_ (If yes, submit a copy of such approval)      No \_\_\_\_\_

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: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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.

Article 3.13

**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, 2018 (PERIOD OCTOBER 1, 2018 THROUGH  
SEPTEMBER 30, 2021)

\$ \_\_\_\_\_  
In Numerals

\_\_\_\_\_  
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST  
ORANGE FOR THE 36 MONTH PERIOD COMMENCING  
OCTOBER 1, 2018 (MONTHS 1 THROUGH 36)

\$ \_\_\_\_\_  
In Numerals

\_\_\_\_\_  
In Words



- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD  
COMMENCING OCTOBER 1, 2021 (PERIOD OCTOBER 1, 2021  
THROUGH SEPTEMBER 30, 2022)

\$ \_\_\_\_\_  
In Numerals

\_\_\_\_\_  
In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING  
OCTOBER 1, 2022 (PERIOD OCTOBER 1, 2022 THROUGH  
SEPTEMBER 30, 2023)

\$ \_\_\_\_\_  
In Numerals

\_\_\_\_\_  
In Words

ARTICLE 3.14

**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

ARTICLE 3.15

**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.

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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 \_\_\_\_\_, 2018

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

ARTICLE 3.16

**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.A. 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 the 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
(Notary Public)

My commission expires on \_\_\_\_\_.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Proposer:** \_\_\_\_\_

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.

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**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: _____                           |                                 |
| _____                                                      |                                 |
| _____                                                      |                                 |
| 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): \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

### Article 3.18

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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## EQUIPMENT DEDICATION AFFIDAVIT

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

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Bidder)

of the \_\_\_\_\_ 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.

Name of Firm or Individual

---

**Title**

Signature

---

**Date**

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_ 20\_\_\_\_

Article 3.19

Bid Bond Form

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# **APPENDICES**

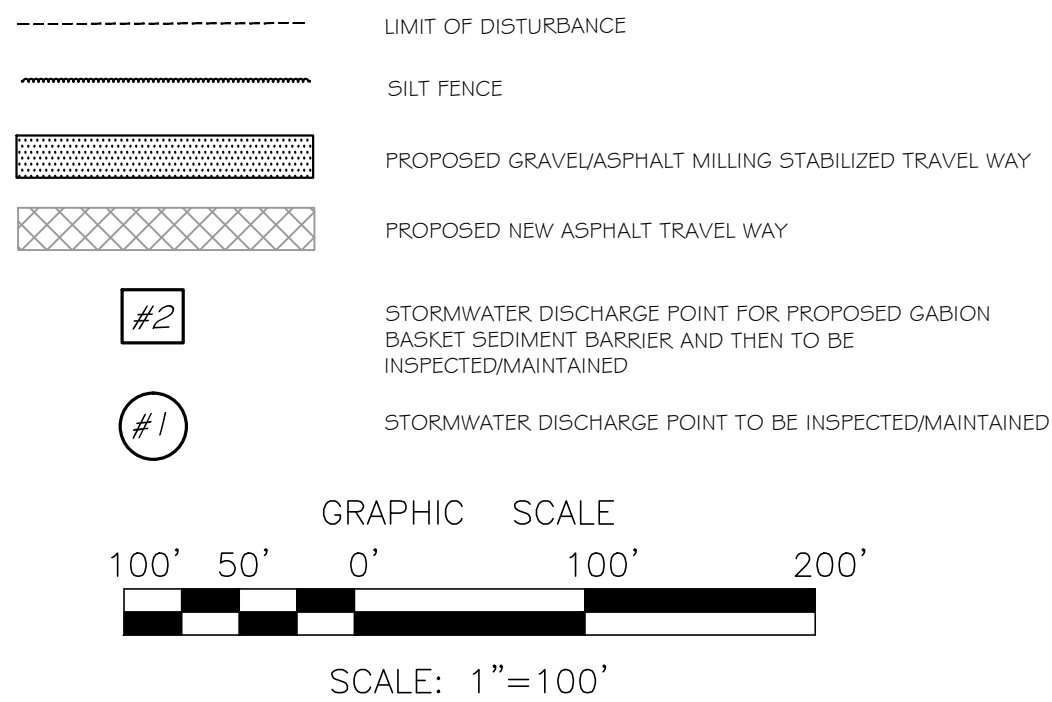
## **FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN**

4849-1061-2834, v. 1



**NOTICE:** These documents are an instrument of service and are the property of Jenne Associates, LLC. The documents may not be used for any other project, nor by any other Professional for the continuation of this project, nor sold, without the written Authorization of Jenne Associates, LLC.

### LEGEND



## GENERAL NOTES

1. TOPOGRAPHIC SURVEY INFORMATION BASED ON WEST ORANGE TOPOGRAPHIC SURVEY PREPARED BY WSP<sup>3</sup> SELLS, CHARLTON, MA. DATE OF PHOTOGRAPHY SPRING 2010.
2. PROPERTY LINES ARE SHOWN BASED ON PLAN ENTITLED "INGENIERATOR PROPERTY", PREPARED BY JOHN T. MCCANN, PE, IS DATED MAY 1978. THEY ARE INTENDED FOR APPROXIMATE PROPERTY LINE REPRESENTATIVE ONLY AND NOT TO BE INTERPRETED AS AN EXACT LOCATION OF THE PROPERTY LINES.
3. THIS DRAWING REFLECTS CONDITIONS AS OF THE DRAWING DATE OF THE ABOVE REFERENCED SURVEYS.
4. THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE INFORMATION AND SURFACE EVIDENCE AND ARE TO BE CONSIDERED APPROXIMATE. THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION (N1 ONE-CALL AT 811 OR 1-800-272-7100) AND NOTIFY THE DESIGNER IMMEDIATELY IF THE LOCATION OF UNKNOWN UTILITIES MAY IMPACT THE PROPOSED CONSTRUCTION.
5. CONSTRUCTION MUST BE PERFORMED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND REQUIREMENTS. MANUFACTURERS INSTALLATION REQUIREMENTS AND PROCEDURES AND IN CONFORMANCE WITH CONSTRUCTION INDUSTRY PRACTICE.

## MAINTENANCE SCHEDULE

| <u>TIME</u>                                               | <u>TASK</u>                                                                                                             |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| BI-WEEKLY                                                 | SWEEP ASPHALT ROADWAYS                                                                                                  |
| BI-ANNUALLY                                               | INSPECT ALL STONE/MILLINGS TRAVEL WAYS AND<br>CLEAN/INSPECT ALL STORMWATER DISCHARGE POINTS,<br>REPAIRING AS NECESSARY. |
| AFTER EVERY<br>2" OR GREATER<br>RAINFALL AND<br>AS NEEDED | INSPECT ALL STONE/MILLINGS TRAVEL WAYS AND<br>CLEAN/INSPECT ALL STORMWATER DISCHARGE POINTS,<br>REPAIRING AS NECESSARY. |

## AREA OF DISTURBANCE

TOTAL - 560,200 SF (12.98 ACRES)

## DUST CONTROL NOTES

1. AS PER THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY, JULY 1999. THE FOLLOWING METHODS SHOULD BE CONSIDERED FOR CONTROLLING DUST:

MULCHES - SEE STANDARD FOR STABILIZATION WITH MULCHES ONLY (PG. 5-1)

VEGETATIVE COVER - SEE STANDARDS FOR TEMPORARY VEGETATIVE COVER (PG. 7-1), PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION WITH SOD (PG. 6-1)

SPRAY-ON ADHESIVES - ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS) KEEP TRAFFIC OFF THESE AREAS

TABLE 16-1 : DUST CONTROL MATERIALS

| MATERIAL                         | WATER DILUTION                                                                                                                                                                              | TYPE OF NOZZLE | APPLY (GAL/ACRE) |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| ANIONIC ASPHALT EMULSION         | 7:1                                                                                                                                                                                         | COARSE SPRAY   | 1,200            |
| LATEX EMULSION                   | 12.5:1                                                                                                                                                                                      | FINE SPRAY     | 235              |
| RESIN IN WATER                   | 4:1                                                                                                                                                                                         | FINE SPRAY     | 300              |
| POLYACRYLAMIDE (PAM) - SPRAY ON  | MAY ALSO BE USED AS AN ADDITIVE TO SEDIMENT BASINS TO FLOCCULATE AND PRECIPITATE SUSPENDED COLLOIDS. SEE SEDIMENT BASIN STANDARDS (FG, 26-1) APPLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS |                |                  |
| POLYACRYLAMIDE (PAM) - DRY SPRAY |                                                                                                                                                                                             |                |                  |
| ACIDULATED SOY BEAN SOAP STICK   | NONE                                                                                                                                                                                        | COARSE SPRAY   | 1,200            |

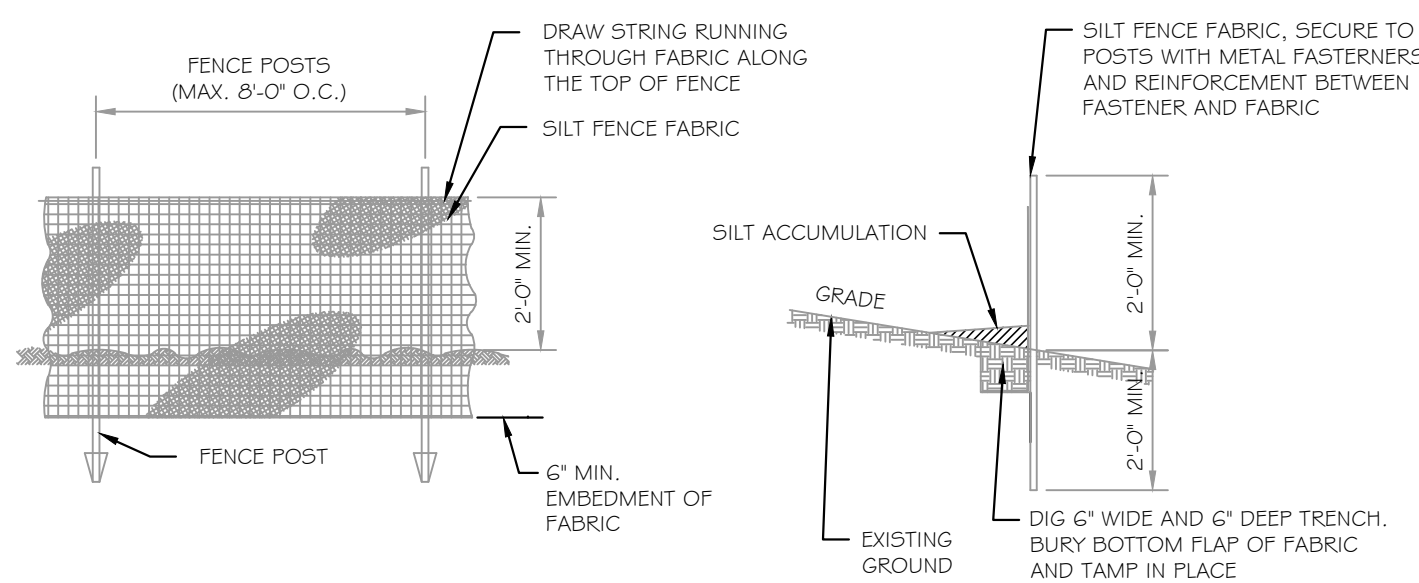
**TILLAGE**— TO ROUGHEN SURFACE AND BRING CLODS TO THE SURFACE. THIS IS A TEMPORARY EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON WINDWARD SIDE OF THE SITE CHISEL—TYPE PLOWS SPACE ABOUT 12 INCHES APART, AND SPRING—TOOTHED HARROWS ARE EXAMPLES OF EQUIPMENT WHICH MAY PRODUCE THE DESIRED EFFECT.

SPRINKLING - SITE IS SPRINKLED UNTIL THE SURFACE IS WET

BARRIERS - SOLID BOARD FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY, AND SIMILAR MATERIAL CAN BE USED TO CONTROL AIR CURRENTS AND SOIL BLOWING.

CALCIUM CHLORIDE - SHALL BE IN THE FORM OF LOOSE, DRY GRANULATES OF FLAKES FINE ENOUGH TO FEED THROUGH COMMONLY USED SPREADERS AT A RATE THAT WILL KEEP SURFACE MOIST BUT NOT CAUSE POLLUTION OR PLANT DAMAGE. IF USED ON STEEPER SLOPES, THEN USE OTHER PRACTICES TO PREVENT WASHING INTO STREAMS, OR ACCUMULATION AROUND PLANTS.

STONE - COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL.



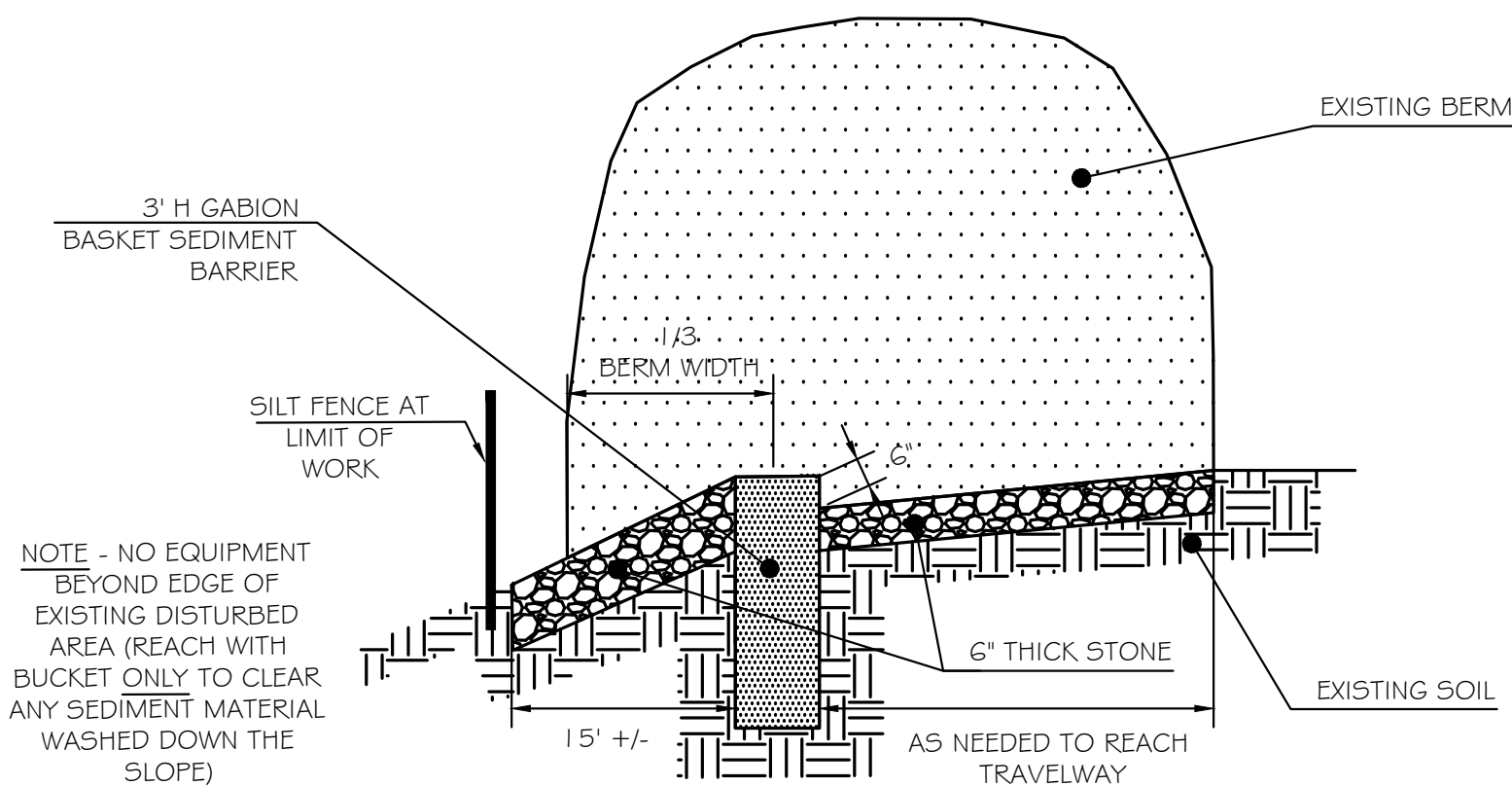
## ELEVATION

## INSTALLATION DETAIL

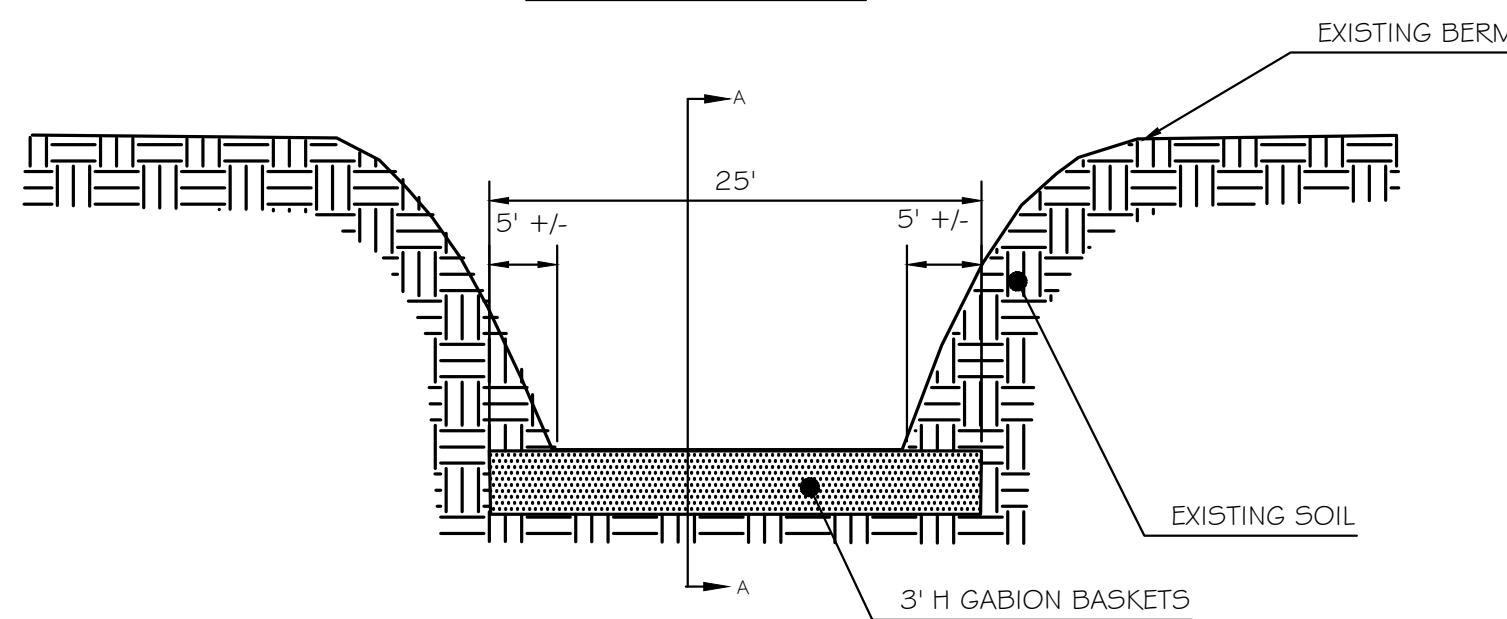
- MATERIALS
1. SILT FENCE CLOTH: FILTER X, POLY-FILTER X, MIRIFI 100X, LAUREL EROSION CONTROL CLOTH, BIDIM OR APPROVED EQUAL (SUN RESISTANT)
  2. POST: 2" HARDWOOD OR "T" OF "D" TYPE STEEL (WEIGHING NOT LESS THAN 1.33 POUNDS PER LINEAR FOOT)

### SILT FENCE DETAIL

NOT TO SCALE



## SECTION A-A



## ELEVATION

### ② GABION BASKET SEDIMENT BARRIER

NOT TO SCALE

## SOIL EROSION & SEDIMENT CONTROL NOTES

1. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" 7TH EDITION LAST REVISED JANUARY 2014. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
2. ALL SOIL TO BE EXPOSED OR STOCKPILED FOR A PERIOD OF GREATER THAN 14 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, WILL BE TEMPORARILY SEEDED AND HAY MULCHED OR OTHERWISE PROVIDED WITH VEGETATIVE COVER. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHERE PERMANENT REESTABLISHMENT IS ESTABLISHED.
3. SEEDING DATES: THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEFSCD: SPRING - 3/15/15 AND FALL - 8/15 - 10/1.
4. SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED
5. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
6. MULCH MATERIALS SHALL BE UN-ROOTED SMALL GRAIN STRAW APPLIED AT THE RATE OF 70 TO 90 POUNDS PER 1,000 SQUARE FEET AND ANCHORED WITH A MULCH ANCHORING TOLL. LIQUID MULCH NETTING SHALL BE USED WHERE OTHER SUITABLE MATERIALS MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
7. ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
8. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 364-0764 OR EMAIL - INFORMATION@HEFSCD.ORG.
9. THE APPLICANT MUST OBTAIN A DISTRICT ISSUED ORDER-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY. NY - DCA OR ANY OTHER CONTROLLING AGENCY. CONTACT THE DISTRICT AT 973-364-0766 TO REQUEST A FIELD INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE REESTABLISHMENT MEASURES. A PERMITTING FEE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROHIBITS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.
10. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. WATER PUMPED OUT OF THE EXCAVATED AREAS CONTAINS SEDIMENTS THAT MUST BE REMOVED PRIOR TO DISCHARGING TO RECEIVING BODIES OF WATER USING REMOVABLE PUMPING STATIONS, SLUMP PITS, PORTABLE SEDIMENTATION TANKS AND/OR SILT CONTROL BAGS.
11. ALL SURFACES HAVING LAWN OR LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED TOPSOIL PRIOR TO RE-SEEDING, SODDING OR PLANTING. A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED.
12. ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
13. A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE ENDS USING 2 1/2 -1" CRUSHED ANGULAR STONE (ASTM 2 OR 3) TO A MINIMUM LENGTH OF 50 FEET AND MINIMUM DEPTH OF 6". ALL DRIVENWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
14. STEP SLOPES INCURRING DISTURBANCE MAY REQUIRE ADDITIONAL STABILIZATION MEASURES, THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANTS ENGINEER AND BE APPROVED BY THE SOIL CONSERVATION DISTRICT.
15. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS OF THE PROPERTY SHALL BE PROVIDED ADDITIONAL MEASURES DERIVED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.

### SEQUENCE OF CONSTRUCTION

| TIME                    | TASK                                                                                                               |
|-------------------------|--------------------------------------------------------------------------------------------------------------------|
|                         | NOTIFY HEP DISTRICT 72 HOURS PRIOR TO ANY SOIL DISTURBANCE                                                         |
| 2 DAYS                  | INSTALL SILT FENCE AT PROPOSED GABION BASKET SEDIMENT BARRIER LOCATIONS                                            |
| 3 WEEKS                 | INSTALL GABION BASKET SEDIMENT BARRIERS AT INDICATED STORMWATER DISCHARGE POINTS                                   |
| 1 DAY                   | REMOVE SILT FENCE                                                                                                  |
| 4 WEEKS<br>(CONCURRENT) | PLACE STONE/ASPHALT MILLINGS ON UNPAVED TRAVEL WAYS ADJACENT TO ASPHALT PAVEMENT AREAS, AS IDENTIFIED ON THE PLAN. |

## ② ASPHALT PAVEMENT DETAIL

NOT TO SCALE

**CAUTION:**  
If this document does not contain the raised impression seal of the professional, it is not an authorized original document and may have been altered.

|                                                                                    |              |               |                 |                 |                |  |  |                                                                                            |    |     |
|------------------------------------------------------------------------------------|--------------|---------------|-----------------|-----------------|----------------|--|--|--------------------------------------------------------------------------------------------|----|-----|
|                                                                                    |              |               |                 |                 |                |  |  |                                                                                            |    |     |
|                                                                                    |              |               |                 |                 |                |  |  |                                                                                            |    |     |
|                                                                                    |              |               |                 |                 |                |  |  |                                                                                            |    |     |
| REV                                                                                | DATE         |               |                 |                 |                |  |  |                                                                                            | BY | CHK |
| <b>Jenne Associates, LLC</b>                                                       |              |               |                 |                 |                |  |  |                                                                                            |    |     |
| 1362 Crim Road, Bridgewater, NJ 08807<br>Tel: (908) 698-2890 Fax: (908) 926-2359   |              |               |                 |                 |                |  |  | <b>Carl A. Jenne, P.</b><br><small>NJ Professional Engineer<br/>No. 24C-E025687-00</small> |    |     |
| NJ Certificate of Authorization for Engineering<br>and Land Surveying 24GA28135000 |              |               |                 |                 |                |  |  |                                                                                            |    |     |
| <b>WEST ORANGE RECYCLING CENTER</b>                                                |              |               |                 |                 |                |  |  |                                                                                            |    |     |
| Township of West Orange                                                            |              |               |                 | Essex County    |                |  |  | New Jersey                                                                                 |    |     |
| BLOCK 170                                                                          |              |               |                 |                 |                |  |  | LOT 17                                                                                     |    |     |
| <b>SOIL EROSION AND SEDIMENT<br/>CONTROL PLAN</b>                                  |              |               |                 |                 |                |  |  | <b>SESC-</b>                                                                               |    |     |
| <b>Job #:</b>                                                                      | <b>Date:</b> | <b>Scale:</b> | <b>Drw. By:</b> | <b>Chk. By:</b> | <b>Sheet #</b> |  |  |                                                                                            |    |     |
| J13014                                                                             | 4/8/2014     | 1"=100'       | C.J.            | C.A.J.          | of             |  |  |                                                                                            |    |     |

CAUTION: If this document does not contain the raised impression seal of the Professional, it is not an authorized original document and may have been altered.



# Exhibit “B”

# **Table of Content**

**Section 1:** Bid Documents

**Section 2:** Proposal Documents

**Section 3:** Management and Personnel

Company Organization Chart

Rutgers Certifications

**Section 4:** Site Operations Experience

Site Permits for Overflow

Equipment list

Marketing Services Plan

Scope of Work

Fire Control Plan

**Section 5:** Disclosure of Violations

**Section 6:** Employee Information Certificate

Business Registration Certificate

Public Works Contractor Registration Certificate

**Section 7:** Bid Bond

Consent of Surety

Certificate of Insurance

**Section 8:** Proposed Site Plan Improvement and Layout

Current Odor Control System

Odor Control Neutralizing Agent

**COPY 1**



## **Section 1: Bid Documents**

# **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 17, 2018**

**Opening Time**  
**3:30 P.M.**

*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 Stockholder Disclosure Form
- 3.02 Affidavit of Authorization for Contract
- 3.03 Market Capacity Affidavit
- 3.04 Moral Integrity Affidavit for Contract
- 3.05 Non-Collusion Affidavit
- 3.06 Subcontractor Use Form
- 3.07 Experience Statement
- 3.08 Qualifications of Personnel
- 3.09 Equipment List (in a form to be supplied by responding party)
- 3.10 Consent of Surety
- 3.11 Affirmative Action Language
- 3.12 Affirmative Action Requirements
- 3.13 Proposal Form
- 3.14 Respondent Proposal Form
- 3.15 Disclosure of Violation Form
- 3.16 Disclosure of Political Contributions
- 3.17 List of All Certified Compost Facility Operators with Copies of Certificates (to be supplied by responding party)
- 3.18 Equipment Dedication Affidavit
- 3.19 Bid Bond Form (in a form to be supplied by responding party)
- 3.20 Iranian Disclosure Statement
- 3.21 Acknowledgement of Receipt of Addenda
- 3.22 Request for New Jersey Business Registration Certificate

**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

### NOTICE OF BIDDERS

#### Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. 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 July 17, 2018 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](mailto:adesantis@westorange.org). There will be a pre-bid site meeting, please contact Township for more information.

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 the annual value of the submitted 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, 2018** 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, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 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 (1) original, two (2) copies of original, and on (1) PDF copy on CD Rom or flash drive.
- 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)
- "Proposal 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 June 22, 2018, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, N.J. 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site. There will be a planned site visit on June 15, 2018 at 10:00 A.M. the location: 590 Mt. Pleasant Ave., West Orange, N.J.
- 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 should be able to demonstrate a sufficient successful operating experience for the operation of 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;

- 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 30 |
| 2. Experience of Respondent                    | 0 to 25 |
| 3. Qualifications of Staff                     | 0 to 10 |
| 4. Equipment                                   | 0 to 15 |
| 5. Violations, Fines, Notices<br>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, 2018 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.

1.17 *Mandatory Equal Employment Opportunity Language*  
*N.S.A.A. 10:5-31 et seq. (P.L. 1975, C.127) and N.J.A.C. 17:27 et seq.*  
*for Goods, Professional Services and General Service Contracts*

- 1.17.1 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 reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program, as may be requested by the office from time to time, in order to carry out the purposes of these regulations, and Public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

1.17

**Historical Recycling Quantities**

| Year | Brush/Tree Stumps (Class B) | Leaves (Class C) | Woodchip | Commingled | Corrugated Paper | Mixed Paper and Newspaper |
|------|-----------------------------|------------------|----------|------------|------------------|---------------------------|
| 2008 | 3,832                       | 4,401            | 1,470    | 527        | 664              | 775                       |
| 2009 | 2,183                       | 4,421            | 1,351    | 477        | 373              | 305                       |
| 2010 | 1,901                       | 8,016            | 507      | 560        | 387              | 515                       |
| 2011 | 9,644                       | 1,662            | 1,872    | 155        | 239              | 391                       |
| 2012 | 8,617                       | 2,014            | 2,871    |            | 135              | 279                       |
| 2013 | 6,032                       | 3,257            |          |            | 239              | 391                       |
| 2014 | 4,190                       | 3,672            |          |            | 116              | 159                       |
| 2015 | 4,603                       | 4,257            |          |            | 106              | 156                       |
| 2016 | 3,422                       | 4,309            |          | 183.30     | 239              | 391                       |
| 2017 | 2,407                       | 5,250            |          | 106.28     | 112              | 120                       |

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

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                                                                                                                                                                                                                                        |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| June 15, 2018 | Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.                                                                                                                |
| June 22, 2018 | 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, New Jersey 07059-7003, wdefeo@defeoassociates.com. |
| July 10, 2018 | Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.                                                                                                                  |



|                              |                                                                                                                                                                                                                                                                           |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| July 17, 2018                | 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, New Jersey. |
| August 2018 – September 2018 | Transition                                                                                                                                                                                                                                                                |
| October 1, 2018              | Contract between winning bidder and Township of West Orange will commence.                                                                                                                                                                                                |
| June 2, 2021                 | 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, 2021              | First additional one-year contractual period commences if Township exercises its option.                                                                                                                                                                                  |
| June 2, 2022                 | 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, 2022              | Second additional one-year contractual period 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 plans 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 the minimal quantities 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 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, legal expenses, attorney’s fees, 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:

|                                                                | Monday – Friday       | Saturday              | Sunday & Holidays |
|----------------------------------------------------------------|-----------------------|-----------------------|-------------------|
| Site Operation<br>Component<br>Recycling<br>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. | 7:30 A.M. – 4:00 P.M. | Closed            |
| Class C                                                        | 7:30 A.M. – 4:30 P.M. | 7:30 A.M. – 4:00 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.
- 2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

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 minimal quantities 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 that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, 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 and process 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 including commercial landscapers not otherwise exempt under this section.

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 (choice regular or colored 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 or if the operator elects to provide such a service, shall be permitted to charge for loading services.

## **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.

2.14.2(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.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
  - a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
  - a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage

piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

## **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.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

## **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 and the last six 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 \$185.00/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 at the above rate and mileage at \$.565/mile.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below \$20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to \$25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

## **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 minimal quantities 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.

2.20.3 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

- 2.20.3(a) Total cubic yards of Class B material received during the calendar year.
- 2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
- 2.20.3(c) Total cubic yards of Class B material that has been processed as either:
  - First grind
  - Second grind
  - Dyed or finished mulch
- 2.20.3(d) Class C material received at the facility.
- 2.20.3(e) Class C material removed after receipt from the facility.

## **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, RESTORATION 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. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, 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 Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. 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 remediate 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.
- c. Worker's Compensation Insurance per state requirements.
- d. 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.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. 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.
- g. 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 2: Proposal Documents**

# **SECTION 3.0**

## **PROPOSAL DOCUMENTS**

Article 3.01

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 <sup>Company</sup> Corp. ✓  
Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_  
Subchapter S Corp. \_\_\_\_\_

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW  
Stockholders

NAME: PLEASE SEE ATTACHED

HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

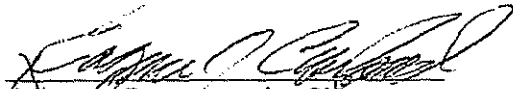
NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: RELIABLE WOOD PRODUCTS LLC. Eugene Ciarowski, V.P

HOME ADDRESS: 398 Lincoln Blvd.

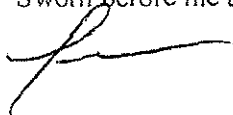
MIDDLESEX, N.J. 08846

  
Owner or Representative Signature

Eugene Ciarowski, Vice President  
Print Name and Title

NOTARY PUBLIC

Sworn before me this 16 day of July 2018



AIDA N. VEGA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 6/4/2019

### OWNERSHIP DISCLOSURE

This Statement is incorporated by reference into the Reliable Wood Products LLC, ("RWP") Disclosure Certification submitted by Nature's in connection with the **RFP for Operation of the Township of West Orange Recycling Center**

The sole Member of RWP is:

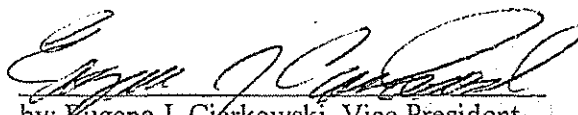
TAS Recycling, LLC, a New Jersey limited liability company, having a principal office at 398 Lincoln Boulevard, B – 1, Middlesex New Jersey 08846

The outstanding Member interests of TAS Recycling, LLC are owned Fifty (50%) Percent by Tammy Vene residing at 40 McCampbell Road, Holmdel, New Jersey 07733 and Fifty (50%) Percent by Joseph A. Kollock III, residing at 16668 Blue Marlin Court, Lewes, Delaware 19958. There are no other Members of TAS Recycling, LLC.

The Managers of TAS Recycling, LLC are Tammy Vene and Eugene J. Ciarkowski, each having an office at 398 Lincoln Boulevard, Middlesex, New Jersey 08846. Mr. Ciarkowski has no ownership interest in either TAS Recycling, LLC or in RWP. Mr. Ciarkowski also serves as Vice President of RWP.

Dated: 7/16/18

Reliable Wood Products, LLC

  
by: Eugene J. Ciarkowski, Vice President

Article 3.2

State of New Jersey  
Township of West Orange

*Affidavit of Authorization for Contract*

State of NEW Jersey

SS.

County of MIDDLESEX

Eugene Clarkowski being duly sworn,

deposes and says that he resides at 41 WEHRLI ROAD, LONG VALLEY, NJ, 07853

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 and print name of affiant under signature)  
Eugene Clarkowski

Subscribed and sworn to before me this 16 day of July 2018.

  
(Notary Public)

My commission expires May 4, 2019

AIDA N. VEGA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/4/2019

Article 3.03

MARKET AFFIDAVIT AND GUARANTEE

STATE OF NEW JERSEY  
COUNTY OF MIDDLESEX

I, Eugene Clarkowski, am the Vice President  
(Name of Affiant) (Identify Relationship to Proposer)

of the RELIABLE WOOD PRODUCTS LLC. and being duly  
(Name of Proposer)

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 West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, Eugene Clarkowski <sup>DURING HIS EMPLOYMENT</sup> agrees to commit, that RELIABLE WOOD PRODUCTS LLC. has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract. *EC*

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

RELIABLE WOOD PRODUCTS LLC Vice President  
Name of Firm or Individual Title

X Eugene Clarkowski 7/16/18  
Signature Date

EUGENE CLARKOWSKI

Subscribed and sworn to before me

this 16 day of July 2018

*[Signature]*

Notary Public of

My Commission expires May 4, 2019

AIDA N. VEGA

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 5/4/2019

Article 3.04

State of New Jersey  
Township of West Orange

*Moral Integrity Affidavit for Contract*

State of NEW Jersey

SS.

County of MIDDLESEX

I, Eugene Clarkowski, 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, no 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 incorporated 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 address of the principals, officers, and shareholders of the Respondent are as follows:

SEE ATTACHED

(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.

X Eugene Clarkowski  
(Respondent)

EUGENE Clarkowski, Vice President  
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 16 day of July 2018.

[Signature]  
(Notary Public)

My commission expires May 4, 2019

Officers: 3.04 #8

Members TAS Recycling Tammy Vene and Joseph Kollack

- Eugene Ciarkowski  
Vice President & General Manager  
Reliable Wood Products, LLC  
398 Lincoln Blvd.  
Middlesex, NJ 08846
- Matthew Vastano  
Vice President & Sales Manager Asst. Secretary  
Reliable Wood Products, LLC  
398 Lincoln Blvd.  
Middlesex, NJ 08846
- John Sullivan  
Vice President Operations  
Reliable Wood Products  
398 Lincoln Blvd.  
Middlesex, NJ 08846

Article 3.05

Non-Collusion Affidavit

State of NEW JERSEY

SS.

County of MIDDLESEX

I, Eugene Curkaski of the Township of Long Valley, in the County of Morris and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am 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

X Eugene Curkaski  
(Sign Name Here)

Subscribed and sworn before me on this 16 day of July 2018.

[Signature]  
(Notary Public)

My commission expires: May 4, 2019

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 5/4/2019

Article 3.06

*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:

Matthew Vastano  
(Date)  
7/16/18 MATTHEW  
VASTANO

RELIABLE WOOD PRODUCTS, LLC.  
(Name of Company)

398 Linedn Blvd., MIDDLESEX, NJ. 08846  
(Address)

BY:

X Eugene Ciarkowski  
(Sign Name (Original Signature Only))

Eugene Ciarkowski, Vice President  
(Print Name & Title)

Article 3.07

*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.)

Matthew Vastano  
(Witness) MATTHEW VASTANO

JULY 16, 2018  
(Date)

RELIABLE WOOD PRODUCTS, LLC.  
(Name of Company)

398 Lincoln Blvd., MIDDLESEX, NJ. 08846  
(Address)

BY: X Eugene Clarkowski  
Sign Name (Original Signature Only)

EUGENE CLARKOWSKI, VICE PRESIDENT  
(Print Name and Title)

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

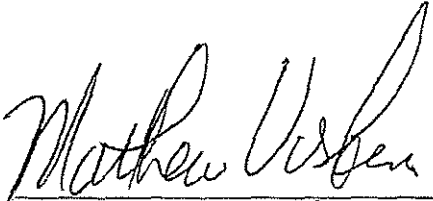
SEE ATTACHED  
Section 4

Article 3.08

*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.

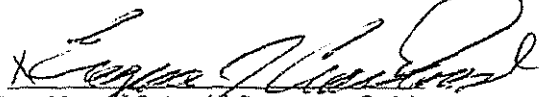
I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

  
(Witness) Matthew Vastano

RELIABLE WOOD PRODUCTS, LLC  
(Name of Company)

390 Lincoln Blvd., MIDDLESEX N.J.  
(Address) 08846

July 16, 2018  
(Date)

BY:   
Sign Name (Original Signature Only)

EUGENE CLARKOWSKI, Vice President  
(Print Name and Title)

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

SEE ATTACHED  
Section 3

Article 3.10

SEE ATTACHED

*Consent of Surety  
To Accompany Proposal*

section 7

\_\_\_\_\_ (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 3.11

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

N.J.A.C. 17:27 (Rev. 4/10)

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Article 3.12

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. 10:5-31, 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. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and 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 ✓ (If yes, submit a copy of such approval) No \_\_\_\_\_

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 NAME: Eugene Charkowski

SIGNATURE: [Signature] TITLE: 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.

SEE SECTION 6

ORIGINAL

Article 3.13

**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, 2018 (PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021)

\$ 50,004.00  
In Numerals

fifty Thousand Four Dollars  
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING OCTOBER 1, 2018 (MONTHS 1 THROUGH 36)

\$ \$4167.00  
In Numerals

Four Thousand sixty seven Dollars  
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD  
COMMENCING OCTOBER 1, 2021 (PERIOD OCTOBER 1, 2021  
THROUGH SEPTEMBER 30, 2022)

\$ 50,004.00  
In Numerals

Fifty Thousand Four Dollars  
In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING  
OCTOBER 1, 2022 (PERIOD OCTOBER 1, 2022 THROUGH  
SEPTEMBER 30, 2023)

\$ 50,004.00  
In Numerals

Fifty Thousand Four Dollars  
In Words

PLEASE SEE ATTACHED

Article 3.13 ADDENDUM IN PACKAGE  
pursuant to the operation of Facility

Article 3.13

**Operation of the Township of West Orange, Recycling Center**  
**590 Mt. Pleasant Avenue**

**Proposal Form (continued)**

Reliable Wood Products LLC ("Reliable") is submitting a Proposal for the Operation of the Township of West Orange Recycling Center. Reliable believes the Proposal should be considered as a way to reduce negative perceptions of the operations and to recognize that the activity at the West Orange Recycling Center has evolved materially since the contract was last awarded.

Reliable has successfully operated the Township's Recycling Center (the "Site") since 2006 and has demonstrated experience in the operation of the Class B, Class C, and Convenience portions of the Site. During that twelve year period Reliable has become very familiar with the concerns of Township residents who live near to the Site, as well as with issues that result from normal operations or from the impact of weather related Acts of God, such as, Hurricanes Irene and Sandy, and the more recent Nor'easters, which dramatically increased the amounts of material brought to the Site by the Township and by others. Even if Reliable only accepted the Township material generated by those events, the increased handling, processing, and transportation costs that result outweigh any possible marketing benefit realized. In fact, the glut of material produced by abnormal weather events has the opposite effect of depressing the market value of all material, weather related or not. The Reliable Proposal is intended to address those concerns and issues as they would impact Reliable, as the successful incumbent, and the Township Administration.

The Reliable Proposal will reduce grinding and other processing at the Site to those events, be they Acts of God or otherwise, that create extraordinary amounts of raw material that must be accepted at the Site. Those events will require processing at the Site to volume reduce material to allow for efficient transportation to other of the Company locations for further processing. Other than meeting the Township's needs resulting from those extraordinary events, the Reliable Proposal will reduce equipment needs, noise, dust, and odor potential while continuing to provide the Township and its residents with the same quality services and recycled products.

As presently operated the Site receives, processes, stores, colors, and ships vegetative waste, leaves, and convenience center recyclables daily. To perform those functions Reliable must grind the raw materials to allow for processing into a finished product. By the nature of the activity the grinding process is noisy, produces dust, and has generated complaints from residents and from the Administration. Movement of the processed material for coloring and storage also produces noise and dust but has the potential to also generate odor which can migrate off the Site and result in regulatory violations and fines even though "best practices" were observed. Reliable monitors the weather conditions and suspends processing when the wind direction is likely to move toward any residential area. Reliable has also employed an odor neutralizer dispersal system to counteract any naturally occurring odor but with spotty success.

In addition to the Proposed Lease Payment to the Township and to improve community relations, the Reliable Proposal is that processing at the Site will be limited to extraordinary events as described above. Absent those events, all material received at the Site will be removed and not more than 7,500 cubic yards of brush, and not more than 5,000 cubic yards of leaves will remain on the Site at any time. Those amounts are below the permitted capacity for the Site and are consistent with historic permitted levels. Removal of the unprocessed material is possible because other facilities operated by Reliable are available to receive the West Orange material. Material will continue to be accepted at no charge as provided in Technical Information Sections 2.9.1 through 2.9.4. Additionally, processed material will continue to be available at no charge as provided in Sections 2.12.1 through 2.12.3. Reliable will continue to charge users of the Site not otherwise exempt. However, regardless of who deposited the material, it will be removed from the Site as described herein above. Finished, fully processed material will be returned to the Site and stored neatly in new bunkers reflected on the Site Improvement Plan included in the Reliable Proposal. It is anticipated that approximately \$60,000 will be allocated for Site Improvement.

*The benefit of the new proposed method of operation is that the potential for noise, dust, odor, fire, overcapacity, and the likelihood of complaints will be reduced substantially or even eliminated.* As a result, Reliable believes the number and frequency of inspections by the Township Environmental Compliance Officer can be reduced to far fewer than provided in the Request for Proposal. Likewise, with reduced storage of unprocessed material, the need for the odor neutralizing system will be reduced. However, Reliable will maintain the existing system in the event that conditions favorable to the development of odor occur.

As has been the case several times in the recent past, weather related Acts of God have caused an unanticipated excess of material brought to the Site by the Township that is far in excess of normal historic levels which excess the operator has no ability to control or limit. Those events, and possibly others, result in increased cost to the operator of the Site, whether it is Reliable or some other operator. Accordingly, material deposited by the Township at the Site because of such event will be subject to a charge per cubic yard for each cubic yard of brush, logs, stumps, wood chips, and leaves based upon a mutually acceptable cap of material received in excess of average annual historic levels received from the Township at the Site.

The Reliable Proposal anticipates that operation of the Convenience Recycling Center will be unchanged. Reliable will continue to bear the annual operating cost of more than \$120,000 associated with that operation and when combined with the cost of the Class B and the Class C operations amount to more than \$750,000 annually.

We hope this explanation of our Proposal has been helpful. We understand that the Reliable Proposal may result in questions. Accordingly, we request a meeting as soon as convenient with representatives of the Township to answer any questions, to provide any additional information that may be requested, and to discuss the contract provisions required by the new method of operation. Reliable looks forward to continuing to provide quality recycling services to the Township of West Orange and its residents.

ARTICLE 3.14

RESPONDENT PROPOSAL FORM

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

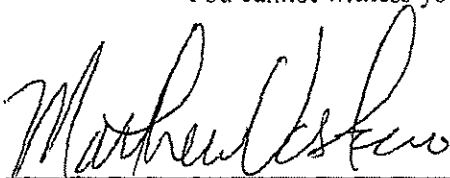
If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

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  
ASSISTANT

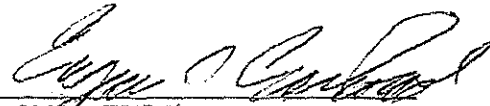
Matthew Vastano  
PRINT NAME & TITLE  
CORPORATE SECRETARY  
ASSISTANT

RELIABLE WOOD PRODUCTS, LLC  
NAME OF THE RESPONDENT

398 Lincoln Blvd. MIDDLESEX, N.J. 08846  
ADDRESS OF RESPONDENT

973.968.3299  
TELEPHONE NUMBER

By:

X   
SIGNATURE

Eugene Charkowski, Vice President  
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

Reliable Wood Products LLC

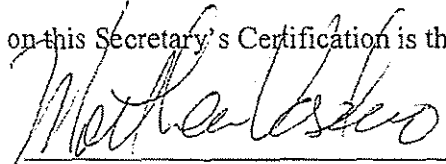
Secretary's Certification

I certify that the following resolution was adopted by the Member of Reliable Wood Products LLC on July 12, 2018, is a true and correct copy, and has not been modified, amended or revoked as of the date hereof.

**RESOLVED**, that Eugene J. Ciarkowski, Vice President and Secretary, be authorized to sign all documents required and submit those documents as the Response of Reliable Wood Products LLC to the Request for Proposal for Operation of the Township of West Orange Recycling Center as the act and deed of this Company, and that Matthew Vastano be authorized as Assistant Secretary to attest to any and all such documents as required. If awarded the Contract(s), said individual is also authorized to sign and execute the Contract(s) as the act and deed of Reliable Wood Products LLC.

  
Eugene J. Ciarkowski, Secretary  
July 12, 2018

I certify that the signature appearing above on this Secretary's Certification is the signature of Eugene J. Ciarkowski.

  
Matthew Vastano, Assistant Secretary



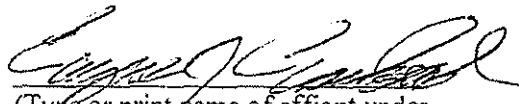
ARTICLE 3.15

DISCLOSURE OF VIOLATIONS

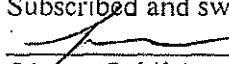
Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and 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 ATTACHED  
section 5

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) EUGENE J. CIARKOWSKI

Subscribed and sworn to before me this 16 day of July, 2018

  
(Notary Public)

My commission expires May 4, 2019

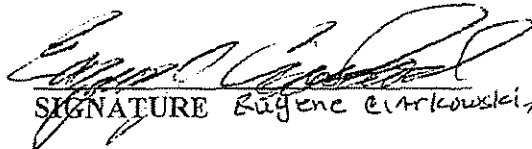
AIDA N. VEGA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/4/2019

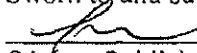
ARTICLE 3.16

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.A. 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 the 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 Eugene Czarowski, Vice President  
TITLE: VICE President  
FOR: RELIABLE Wood Products, LLC  
CONTRACTOR

Sworn to and subscribed before me on this 16 day of July, 2018.  
  
(Notary Public)

My commission expires on May 4, 2019.

AIDA N. VEGA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/4/2019

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)

- Matthew Vastano
- MIKE MITCHELL
- Joffre Jara

CERTIFICATES ATTACHED

Section 3

Article 3.18

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, Eugene Clarkowski, am the 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.

|                                    |                       |
|------------------------------------|-----------------------|
| <u>RELIABLE WOOD Products, LLC</u> | <u>Vice President</u> |
| Name of Firm or Individual         | Title                 |
| X <u>Eugene Clarkowski</u>         | <u>7/16/18</u>        |
| Signature                          | Date                  |
| Eugene Clarkowski                  |                       |

Subscribed and sworn to before me

this 16 day of July 2018

Notary Public of New Jersey

My Commission expires May 4 2019

Article 3.19

Bid Bond Form

Article 3.19

TOWNSHIP OF WEST ORANGE

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: Must check appropriate boxes

☒ 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: _____ | _____                             |
| 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): Eugene Cinkowski

Signature: X 

Title: Vice President

Date: 7/16/18

Article 3.21

TOWNSHIP OF WEST ORANGE

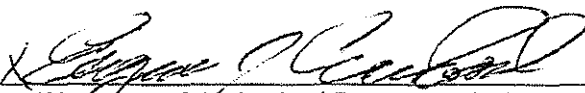
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:  
Please assign the number, date and initial.

| <u>Addendum Number</u>      | <u>Dated</u>                | <u>Acknowledge Receipt</u><br>(Initial) |
|-----------------------------|-----------------------------|-----------------------------------------|
| <u>none</u>                 | <u>                    </u> | <u>                    </u>             |
| <u>                    </u> | <u>                    </u> | <u>                    </u>             |
| <u>                    </u> | <u>                    </u> | <u>                    </u>             |
| <u>                    </u> | <u>                    </u> | <u>                    </u>             |

☒ No addenda was received.

Acknowledged for: RELIABLE WOOD Products, LLC.  
(Company Name)

By:   
(Signature of Authorized Representative)

Name: Eugene Clarkowski  
(Print)

Title: Vice President

Date: JULY 16, 2018

## Article 3.22

### **Business Registration Certification and Public Works Contractor Registration Certification**

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

\*\*\*\*\*

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

*see section 6*

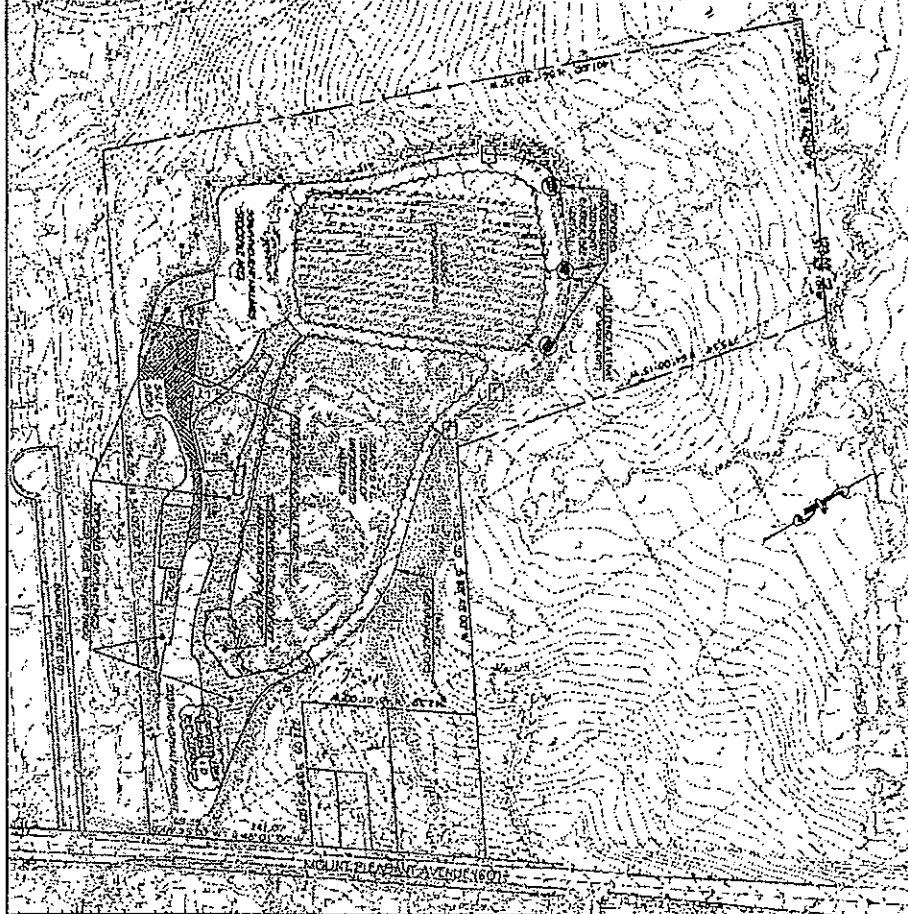


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# **APPENDICES**

## **FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN**

4849-1061-2834, v. 1

[illegible]

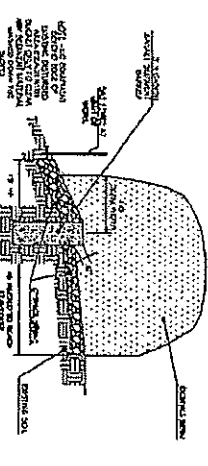
| Parameter                 | Control | High         | Low |
|---------------------------|---------|--------------|-----|
| mean $\pm$ standard error | 7%      | 10% $\pm$ 1% | 1%  |
| variance                  | 11%     | 16%          | 1%  |
| mean $\pm$ SE             | 4%      | 10% $\pm$ 1% | 1%  |

Regression: Control, positive linear relationship between mean  $\pm$  SE and variance; High, no relationship; Low, negative relationship between mean  $\pm$  SE and variance.

For the relationship between mean  $\pm$  SE and variance, the coefficient of determination is 0.75 for the Control, 0.00 for the High, and 0.75 for the Low.

[illegible]

1 SILT FENCE DETAIL



2 GABION BASKET SEDIMENT BARRIER

1. 1945年10月1日，日本投降，结束了长达八年的侵华战争。中国人民从此开始了新的生活。

2. 1949年10月1日，中华人民共和国成立，标志着中国历史翻开了新的一页。

3. 1954年9月，第一届全国人民代表大会第一次会议在北京召开，通过了《中华人民共和国宪法》。

4. 1956年，中国完成了对农业、手工业和资本主义工商业的社会主义改造，确立了社会主义制度。

5. 1966年5月，文化大革命爆发，给国家和人民带来了深重的灾难。

6. 1976年10月，粉碎“四人帮”，结束了文化大革命。

7. 1978年12月，十一届三中全会召开，作出了改革开放的重大决策，中国进入了社会主义现代化建设的新时期。

8. 1984年，中国正式加入世界贸易组织，成为世界经济全球化的参与者。

9. 1997年7月1日，香港回归祖国，结束了英国对香港的殖民统治。

10. 1999年12月20日，澳门回归祖国，结束了葡萄牙对澳门的殖民统治。

11. 2001年12月，中国正式加入世界贸易组织，成为世界经济全球化的参与者。

12. 2008年5月12日，四川汶川发生大地震，举国上下众志成城，抗震救灾。

13. 2012年11月，党的十八大召开，提出了全面建成小康社会的目标。

14. 2013年12月，十八届三中全会召开，作出了全面深化改革的重大决策。

15. 2017年10月，党的十九大召开，提出了新时代中国特色社会主义思想。

16. 2020年，中国取得了抗击新冠肺炎疫情的重大胜利，彰显了中国特色社会主义制度的优越性。

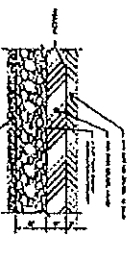
17. 2021年7月1日，庆祝中国共产党成立一百周年，全党全国人民隆重集会，回顾百年奋斗历程。

18. 2022年10月，党的二十大召开，提出了全面建设社会主义现代化国家、全面推进中华民族伟大复兴的宏伟蓝图。

19. 2023年，中国在经济、科技、文化等领域取得了显著成就，国际影响力不断提升。

20. 2024年，中国将继续坚持高质量发展，为实现中华民族伟大复兴的中国梦而努力奋斗。

1977 and 1978, it is likely that the use of the  
method will increase in the future. The  
method is also being used in the  
United States and other countries.



### 3 ASPHALT PAVEMENT DETAIL

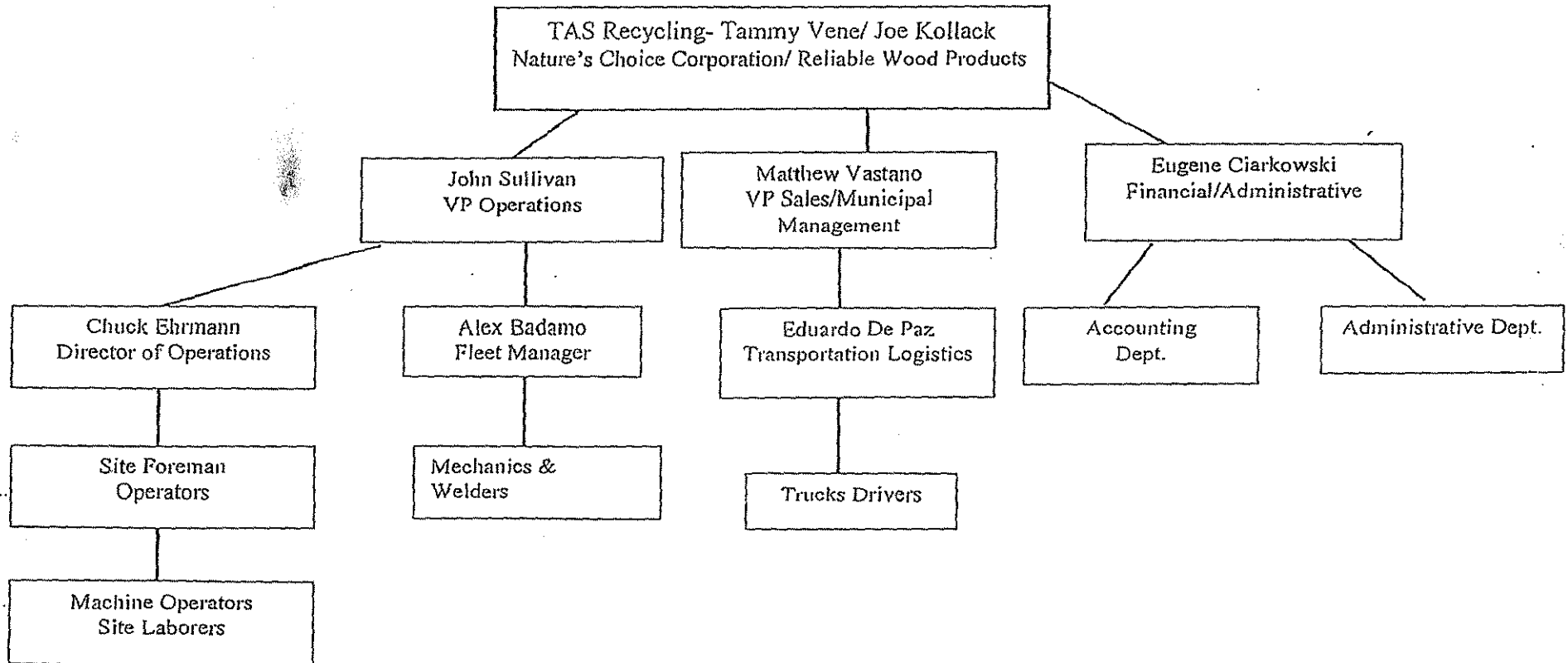
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### **Section 3: Management and Personnel**

Company Organization Chart

Rutgers Certifications

# Organizational Chart



EUGENE J. CIARKOWSKI  
41 Wehrli Road  
Long Valley, New Jersey 07853  
Cell (908) 310-8502/Office (973) 969-3299

Nature's Choice Corporation and affiliates, Middlesex, NJ

2008-Present

Function as Senior Officer and General Counsel in connection with operations of the Company and its several subsidiary and affiliated entities. Duties include regulatory compliance monitoring and interfacing with state, county and local environmental authorities; operational role regarding the several recycling and composting facilities operated by NCC and affiliates; other activity as assigned.

Schumann Hanlon, LLC, Jersey City, NJ

2004-2008

Managing Attorney of Firm Operations and Attorney in general practice law firm. Individual emphasis on real estate financing and development transactions, asset based financing, corporate law and securities regulation.

Boffa, Shaljian, Cammarata, Nulty & Garrigan, Jersey City, NJ

1998-2004

Managing Attorney of Firm Operations and Attorney in general practice law firm. Individual emphasis on real estate transactions, asset based financing, corporate law and securities regulation.

Consultant, Jersey City, NJ

1998-2001

Management consulting services to clients in magazine publishing (General Media, Inc.; Go Deep Publications, Inc.), advertising (Event Media, Inc.; AdReady.com, Inc.), entertainment (Extreme Championship Wrestling) and manufacturing (Sterling Advance Marketing Corporation).

MBL Life Assurance Corporation, Newark, NJ (retired)  
formerly The Mutual Benefit Life Insurance Company

1972-1997

Vice President-Securities Investment

1994-1997

Reporting directly to the Executive Vice President and Chief Investment Officer, responsible for a diverse portfolio of assets and liabilities assigned to a liquidating trust (primarily subsidiary and joint venture related) created under the Rehabilitation Plan of Mutual Benefit Life. Objective of the Trust was to maximize value for the several Mutual Benefit Life constituencies. Coordinated activity of Asset Management Committee and Investment Committee of the Board of Directors to ensure compliance with the securities and real estate investment restrictions under the Rehabilitation Plan.

Vice President-Subsidiary Operations

1987-1994

Reporting to Vice-Chairman with responsibility for operational reporting and coordination for a variety of insurance, securities investment and real estate investment related subsidiaries. Scope included 38 diverse subsidiary corporations and approximately 90 other entities, including real estate joint ventures and publicly syndicated and private placement limited partnerships. Served as a director and/or officer of each of the subsidiary corporations.

Corporate Secretary

1984-1994

Concurrent with other positions, performed duties of the Corporate Secretary of Mutual Benefit Life.

Vice President & Securities Counsel

1984-1987

Directed subsidiary and equity products areas of Mutual Benefit's Law Division reporting to General Counsel. Served as the primary source of legal counsel to the subsidiary corporations and to parent in connection with the securities aspects of its mutual fund and separate account operations. Primary responsibility for the legal aspects of the formation, acquisition or disposition of subsidiary companies and compliance with regulatory requirements.

Securities Counsel

1972-1984

MAP Equity Fund; MBL Growth Fund, Inc.; Map Government Fund, Inc.  
President and Director

1985-1997

Managed the business affairs and property of each public SEC registered mutual fund, assuring that all resolutions of each Board of Directors were implemented. Exercised oversight responsibility for the products and relations with each fund's investment adviser, distributor, custodian, transfer agent independent auditor and legal counsel. Supervised the officers of each Fund in the performance of their responsibilities. Presided at each Fund's Board of Directors, Executive Committee and Shareholders Meetings.

Internal Revenue Service, Newark, NJ

1971-1972

Attorney-Estate Tax responsible for determination of estate tax related legal issues.

Attorney-State of New Jersey - Admitted 1969

Present

EDUCATION

B.S., History-Political Science-St. Peter's College, 1966  
J.D., New York Law School, 1969

# ALEX BADAMO

30 KENTUCKY WAY, FREEHOLD, NJ 07228  
PHONE: (201) 538-3256 EMAIL: abadamo@natureschoicecorp.com

## OBJECTIVE

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To obtain a position in a professional environment utilizing my various business experience and skills.

## EXPERIENCE

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- |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1995 – Present | Reliable Wood Products/ Nature's Choice Corp.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Middlesex, NJ |
|                | <i>Operations Manager</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |
|                | <ul style="list-style-type: none"><li>• Responsibilities of day to day operations consisting of overseeing daily production of employees.</li><li>• Site management of six different location throughout New Jersey.</li><li>• Coordinating maintenance on all machinery and equipment.</li><li>• Ordering all parts and material to complete repairs and preventive maintenance of all equipment in the company.</li><li>• Dispatching mechanics and overseeing all repairs to equipment.</li><li>• Purchasing all parts and materials to keep equipment performing properly.</li><li>• Assist site managers with daily production and safety for all employees.</li><li>• Responsibilities consist and are not limited to interacting with NJ DEP inspectors and local fire inspectors to ensure safety of all employees.</li><li>• Prepare and process DOT permits to transport overweight and over width heavy equipment throughout the state such as: dozer, excavator, wheel loader, skid steer, articulated haul truck, horizontal wood grinder, morbark tube grinder, screening plant, finlay stacking conveyors and fecon coloring equipment.</li></ul> |               |
| 1996 – 2015    | Hoboken Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Hoboken, NJ   |
|                | <i>Fire Fighter (Retired)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |               |
| 1982 – 1988    | Military Service, US Navy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |

## REFERENCES

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*Eddie de Paz*  
Office Manager/ Logistics Manager, Nature's Choice Corp.  
(201) 268-9421



# MATTHEW A. VASTANO

22 Chalmers Road, East Brunswick, NJ 08816

Cell Phone: 732-684-7085 Work Phone: 973-969-3299 Fax: 732-469-0054

Email: mvastano@natureschoicecorp.com

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## QUALIFICATIONS

Possesses the skills to identify organizational needs to promote more efficient day-to-day operations. Includes writing specifications for projects, equipment, services necessary to accomplish organizational goals.

Intuitive sense for compromise in all types of negotiations including but not limited to labor unions, public relations and contractual performance. Possess's superior communication skills with individuals from all sectors of society.

Ability to initiate new procedures to an existing organization with minimal resistance. Staying informed to the most recent technological advances available to increase organizational efficiency.

## WORK HISTORY

1999- Present Executive Vice President, Nature's Choice Corporation

- Responsible for securing and maintaining all municipal contracts.
- Assist municipalities with the developmental of recycling programs with the emphasis on yard waste.
- Design and write specifications for yard waste and other recyclable collection.
- Prepare and implement budgeting for various municipal programs.
- Assist municipalities in cost analysis and business evaluation.
- Obtain and submit all information required by NJDEP, PADEP, NYDEP for securing permits, and other required regulatory documents.
- Produce and present recycling proposals to municipal government.

1992-1999 President, Applied Compost Technologies Inc.

- Founder of vegetative waste recycling company.
- Responsible for all aspects of company operations.
- Duties included sales, marketing, production and labor.
- Gross sales of two million dollars with fifteen employees.
- Nature's Corporation purchased the company in 1999.

1988-1992 Director of Operations, Middlebush Compost, Inc.

- Responsible for major implementation duties relating to planning, engineering, design, permitting and construction.
- Daily interface with professional planners, municipalities, and NJDEP acceptance.
- Analyzing site characteristics for feasibility studies.
- Developing trade and marketing information for advertising.
- Produced proposals for municipalities and counties for compost permits.
- Assist clientele in permitting of compost facilities with New Jersey. Including siting, design, technology, capacity, marketing and product development.

## EDUCATION

Bachelor of Science , Agriculture, University of Maryland, 1985.  
Secondary field in Business Administration.

## HONORS

- Commendation from the University for performance in the Maryland Longitudinal Study.
- Member of Zeta Psi National Fraternity, Vice President of Chapter, Membership Chairman.

## LICENSES AND CERTIFICATES

- Member of the Associates of New Jersey Recycler.
- Instructor for Rutgers University for Compost Certification Course.
- Speaker at many recycling seminars sponsored by Middlesex County, Morris County, and Bergen County Municipal Utilities Authority.

#4

JOHN J. SULLIVAN  
12 Bridge Lane  
Haverstraw, NY 10927

Mobile: (646) 773-4449  
Email: jsullivan33@msn.com

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#### EDUCATION

Bachelor of Science, Business Administration  
Northeastern University, 1992  
Major: Transportation and Logistics

#### PROFESSIONAL SUMMARY

Highly motivated and energetic solid waste operations professional with over 25 years of industry experience. Responsible for the successful development and operations of solid waste management facilities in the Northeastern United States, including several newly constructed facilities in New York City. Possess a strong work ethic, excellent problem solving skills, and a proven team builder.

#### EMPLOYMENT

Senior District Manager, Waste Management, Inc. 2004– October 2017

- Responsible for managing all aspects of 11 transfer stations in New York City, Philadelphia, and New Jersey processing over 3 million tons of waste per year
- Four transfer stations in New York City operate 24 hours, 6 days per week. Three facilities accept and process over 4,000 tons per day collectively. These facilities utilize rail and long-haul trucking for disposal.
- Responsible for leading a team of nine direct report managers and over 150 front line employees
- Responsible for a \$250 Million budget and operating metrics while diagnosing and improving processes, procedures, and performance
- Develop and implement programs for optimal equipment utilization, equipment maintenance, and labor and material costs
- Oversee personnel needs including selecting, coaching, disciplining, and training employees and evaluating employee performance
- Over 10 years of experience in successful negotiation of multiple union contracts for over 100 employees
- Responsible for ensuring safety and environmental compliance and meeting Company, OSHA, and other standards and regulations
- Responsible for the capital budget and ensuring the effective use of the budget through asset allocation
- Formulate both short-term and long-term financial and operational goals and action plans in conjunction with the senior management team
- Participate in regular business reviews with senior leadership team to ensure that budget goals are met
- Interact with local city, municipal, and county agencies to ensure customer satisfaction, operational efficiency, and contract compliance, including the City of New York, which is the largest single Waste Management customer
- Successfully opened two of the three largest intermodal waste transfer station facilities in New York City with a combined disposal capacity of over 6,000 tons per day.
- Responsible for start up operations for Swire/WM International operations in Hong Kong

- Developed operating and strategic plans for transfer stations and landfill operation in Hong Kong

#### District Manager-Bronx, New York

2001-2004

- Responsible for managing all aspects of Gunhill Transfer Station and Harlem River Yard(HRY), Waste Management Bronx Transfer Stations
- HRY was a 24hr MSW Transfer station with a 3,000 tons per day permit
- Responsible for 35 employee operations, including loading and shipping waste by rail.
- Conduct daily, weekly and monthly safety and compliance trainings
- Worked with CSX Railroad to design service plan for Waste Management
- Worked with regulatory agencies, New York State DEC and NYC Sanitation Department to successfully increase HRY permit from 3,000 tons per day to 4,000 tons per day
- Processed over one million tons through HRY in one year, loading 11,000 plus railcars
- Actively involved in Community Relations and partnerships with multiple community leaders in South Bronx. South Bronx Overall Economic Development Corp (SOBRO), Friends of Brook Park, Hunts Point Economic Development Corp. and Sustainable South Bronx. All of these groups supported the HRY permit expansion described above.
- Worked with NYC Management team to certify HRY as a Wildlife Habitat Certification Facility, which was the first of its kind in New York City.

#### Facility Manager –Gunhill Construction Debris Transfer Station

1992-2001

- After being hired in 1992 as a supervisor was promoted to facility manager in 1999.
- Partnered with engineering staff to complete multi-million dollar facility rehabilitation project.
- Responsible for all aspects of transfer Station operation including safety and compliance
- Developed and implemented new safety training procedures
- Processed 700-1000 tons a day of C&D to recycle wood, rock, metals, tires, cardboard
- Responsible for weekly scheduling of 10-12 employee recycling operation, equipment operators and tractor trailer drivers
- Responsible for dispatching tractor trailers to landfills, end disposal sites or recycling facilities

#### PROFESSIONAL MEMBERSHIP

Member, New York State Solid Waste Association, Since 2001  
Bronx, Brooklyn, Queens NY Chamber of Commerce Member

#6

## CHARLES EHRLMANN

20 BIRCH LANE

Wayne NJ, 07470

Cell phone (973) 896-9191 - Office (973) 969-3299

Email: chuck@jerseymulch.com

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### OBJECTIVE:

A NATURAL ENTREPRENEUR CREATES BUSINESS TO FILL NEEDS TO THE COMMUNITY WITH A FOCUS ON RECYCLING MATERIAL INTO PRACTICAL AND USEFUL PRODUCTS FOR LANDSCAPE APPLICATIONS.

CREATE MARKETS FOR RECYCLED ORGANIC PRODUCTS TO DIVERSIFY THE ITS USE THROUGH THE AGRICULTURAL AND LANDSCAPE INDUSTRY. EXCEEDS AT THE IMPLEMENTATION OF NEW PRODUCTS TO THE MARKETPLACE

### WORK HISTORY:

#### 2009-PRESENT- PRESIDENT /OWNER JERSEY MULCH PRODUCTS

- RESPONSIBLE FOR ALL ASPECTS OF BUSINESS OPERATIONS AND ADMINISTRATION OF COMPANY
- MANAGED NJDEP COMPOST FACILITY LOCATED IN HAWORTH NJ
- OWNS NJDEP CLASS B RECYCLING FACILITY LOCATED IN TOWACO NJ
- RESPONSIBLE FOR COMPLIANCE TO ALL NJDEP REGULATIONS FOR COMPOSTING SITE AND MULCH PRODUCTION FACILITY
- SALT DISTRIBUTION FACILITY FOR ROAD TREATMENTS TO MUNICIPAL AND PRIVATE ENTITIES
- OBTAIN SNOW PLOWING CONTRACTS FOR LARGE PRIVATE FACILITIES SUCH AS BAYER PHARMACEUTICALS HEADQUARTERS WHIPPANY NJ, IKEA CORPORATION ELIZABETH NJ, AMAZON FULFILLMENT CENTERS EDISON AND TETERSBORO NJ
- MANUFACTURE OF DYED AND ORGANIC MULCHES FOR BULK DISTRIBUTION TO GARDEN CENTERS, OFFICE COMPLEXES, LANDSCAPE COMPANIES ETC.
- BULK SOIL PRODUCTION FOR LARGE CONSTRUCTION AND LANDSCAPE PROJECTS THROUGHOUT THE NY, NJ CONN AREA
- ENGINEERED SOIL PRODUCTION FOR LIGHTWEIGHT ROOF MIXES, WETLANDS, BIO-RETENTION, SEEDING AND SODDING AND GRASS AND WALKWAY APPLICATIONS

#### 2003-2009 CDS PAVING INC. - FOREMAN

- DIRECT SUPERVISOR FOR PAVING OF FIVE PEOPLE
- MAINTAINED ALL EQUIPMENT RELATIVE USED FOR PAVING
- NEGOTIATED PRICING FOR SERVICES RELATED TO PAVING PROJECTS
- ESTIMATED QUANTITIES OF ASPHALT AND ROAD BASE NEEDED ON PROJECTS
- DIRECT RESPONSIBLE FOR NET PROFIT ON PROJECTS PERFORMED UNDER MY SUPERVISION

### EDUCATION:

- ATTENDED MORRIS COUNTY COMMUNITY COLLEGE NJ STUDIED LANDSCAPE DESIGN AND AGRONOMY
- GRADUATED WAYNE VALLEY HIGH SCHOOL 2003

LICENSES AND CERTIFICATES:

- COMPLETED RUTGERS UNIVERSITY COMPOST OPERATORS CERTIFICATION COURSES  
MAINTAIN CERTIFICATE REQUIRED BY NJDEP

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.

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.

# RUTGERS

The New Jersey Agricultural Experiment Station  
Office of Continuing Professional Education

Presents this certificate to

**Joffre Jara**

For successfully completing the requirements of

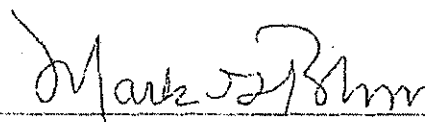
**NJ Compost Operator Certification Course**

**March 18, 2011**

**00.6 CEUs**



Edward V. Lipman, Jr.  
Director  
Office of Continuing Professional Education



Mark G. Robson, PhD, MPH  
Dean for Agricultural and Urban Programs



THE STATE UNIVERSITY OF NEW JERSEY

**RUTGERS**

Campus at New Brunswick

**COOK COLLEGE**

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

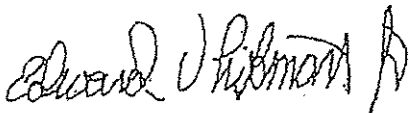
**Matthew Vastano**

For the completion of

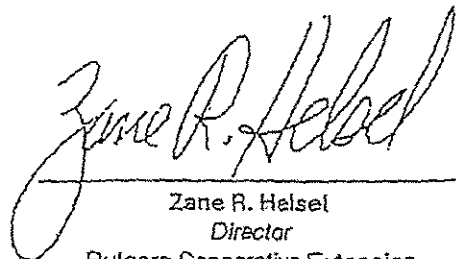
**New Jersey Compost Operator  
Certification Course**

**February 4, 1998**

**0.6 CEUs**



Edward V. Lipman, Jr.  
Director  
Continuing Professional Education



Zane R. Helsel  
Director  
Rutgers Cooperative Extension

# RUTGERS

## The New Jersey Agricultural Experiment Station Office of Continuing Professional Education

Presents this certificate to

**Mike Mitchell**

For successfully completing the requirements of

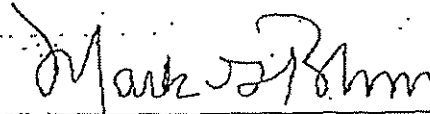
**NJ Compost Operator Certification Course**

**May 2, 2008**

**00.6 CEUs**



Edward V. Lipman, Jr.  
Director  
Office of Continuing Professional Education



Mark G. Robson  
Director  
New Jersey Agricultural Experiment Station

## **Section 4: Site Operations Experience**

Site Permits for Overflow

Equipment list

Marketing Services Plan

Scope of Work

Fire Control Plan

**RELIABLE WOOD PRODUCTS, LLC**  
**EXPERIENCE/ REFERENCES**

- |                                                                                                                                                                                                                                                                                |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1. Leaf and/or Grass Disposal Services of Middlesex County<br>Middlesex County Improvement Authority<br>Jim Polos-609-655-5141<br>55 Edgeboro Road<br>East Brunswick, NJ 08816<br>South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen<br>Phone: 732-628-0221 | SERIVICE PERIOD<br>20 YEARS |
|                                                                                                                                                                                                                                                                                |                             |
| 2. Yard Waste Management<br>City of Englewood Cliffs<br>Mark Neville, Recycling Coordinator<br>342 Hudson terr.<br>Englewood NJ<br>Phone: 201.568.0242                                                                                                                         | 2 YEARS                     |
|                                                                                                                                                                                                                                                                                |                             |
| 3. Yard Waste Management<br>Township of Montclair<br>Rob Bianco, Superintendant<br>219 North Fullerton<br>Montclair, NJ 07042<br>Phone: 973-783-5600                                                                                                                           | 20 YEARS                    |
|                                                                                                                                                                                                                                                                                |                             |
| 4. Yard Waste Management<br>Borough of Bergenfield<br>Superintendant<br>198 North Washington Avenue<br>Bergenfield, NJ 07601<br>Phone: 201-357-4055<br>310,000/yr – 2 Year Contract – Pop. 26,000                                                                              | 15 YEARS                    |

## RELIABLE WOOD PRODUCTS, LLC

- |                               |                |
|-------------------------------|----------------|
| 5. Yard Waste Management      | SERVICE PERIOD |
| City of Paramus               | 5 YEARS        |
| Guy Ciccone                   |                |
| Jockish Square                |                |
| Paramus, NJ 07652             |                |
| Phone: 201-265-2100 Ext. 687  |                |
|                               |                |
| 6. Yard Waste Management      | 20 YEARS       |
| Township of Wayne             |                |
| Heather, Superintendent       |                |
| 425 Valley Road               |                |
| Wayne, NJ 07470               |                |
| Phone: 973-694-1800 Ext. 3315 |                |
|                               |                |
| 7. Composite Site Management  | 10 YEARS       |
| Town of West Orange           |                |
| 86 Main St.                   |                |
| West Orange, NJ 07052         |                |
| Phone: 973.325.4155           |                |
|                               |                |
| \$1,000,000/yr –              |                |
|                               |                |
| 8. Yard Waste Disposal        | 10 YEARS       |
| City of Englewood             |                |
| Carl Rossi- Supt              |                |
| 2-10 N Van Brundt ST          |                |
| Englewood NJ 07631            |                |
| Phone:201.871.6612            |                |
| \$500,000/yr-                 |                |
|                               |                |
| 9. Borough of Glen Rock       | 3 YEARS        |
| Leaf Disposal                 |                |
| 1 Harding Plaza               |                |
| Glen Rock, NJ 07452           |                |
| Craig-201.670.3990            |                |

## RELIABLE WOOD PRODUCTS, LLC- SITE MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**  
**Transfer Site Management** **12 YEARS**  
411 Chimney Rock Road  
Bridgewater NJ 08807  
  
Buck Bucanfusco-908-725-6300
- **New Jersey Sports and Exposition Authority (NJSEA)** **18 YEARS**  
**Multi Class NJDEP CLASS C AND B site management**  
One Dekorte Park Plaza  
Lyndhurst, NJ 07071  
  
Tom Marturano- 201-460-4613
- **Waste Management /NY Parks Dept.** **13 years**  
Brooklyn Recycling Yard  
78 Thomas Street  
Brooklyn NY  
  
Jay Kaplan- 718-533-5310
- **Middlesex County Improvement Authority (MCIA)** **20 YEARS**  
**Leaf and/or Grass Disposal Services of Middlesex County**  
55 Edgeboro Road  
East Brunswick, NJ 08816  
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen  
  
James Polos- 609-655-5141
- **Township of West Orange** **10 years**  
**Compost Site Management NJDEP Class C & D**  
590 Mount Pleasant Ave.  
West Orange, NJ  
  
Wayne Defeo—732-563-9524



We Bring the World to New Jersey

April 12, 2016

Mr. Mathew Vastano  
Executive Vice President  
Nature's Choice Corporation  
398 Lincoln Boulevard  
Middlesex, NJ 08846

RE: NEW JERSEY SPORTS AND EXPOSITION AUTHORITY  
VEGETATIVE WASTE TRANSFER FACILITY

Gentlemen:

This letter shall confirm that the Nature's Choice Corporation has been the operator of the NJSEA (formerly NJMC) Vegetative Waste Transfer Facility since September 26, 2012.

Should you have any questions, please contact our office.

Very truly yours,

Thomas Marturano, P.E., P.P.  
Director, Solid Waste &  
Natural Resources



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE  
Governor

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

Division of Solid & Hazardous Waste  
Bureau of Recycling & Hazardous Waste Management  
401 East State Street  
P.O. Box 420, Mail Code 401-02C  
Trenton, NJ 08625-0420  
Tel (609) 984-3438 Fax (609) 777-1951/984-0565  
[www.state.nj.us/dep/dshw/recycling](http://www.state.nj.us/dep/dshw/recycling)

MULTI CLASS 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 - Multi Class  
Lot & Block Nos.: 10(portion of), 149  
Municipality: Kearny  
County: Hudson  
Facility ID No.: 132237  
Permit No.: REC140002

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.

Oct. 29, 2014  
Issuance Date

December 31, 2019  
Expiration Date

  
Guy Watson, Chief  
Bureau of Recycling  
& Hazardous Waste Management





State of New Jersey

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
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>

BOB MARTIN  
Commissioner

RECYCLING CENTER GENERAL APPROVAL  
FOR CLASS B RECYCLABLE MATERIALS  
FOR CONCRETE, BRICK, BLOCK, ASPHALT, BRUSH, TREE STUMPS, TREE  
PARTS, AND WOOD

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:

GRINNELL RECYCLING, INC.

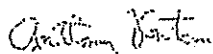
|                   |                            |
|-------------------|----------------------------|
| Facility Type:    | Class B Recycling Facility |
| Lot & Block Nos.: | Lot 36, Block 26           |
| Municipality:     | Township of Sparta         |
| County:           | Sussex                     |
| Facility ID No.:  | 132685                     |
| Permit No.:       | CBC090003                  |

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.

March 4, 2011  
Issuance Date

March 4, 2018  
Expiration Date

  
Anthony Fontana, Chief  
Bureau of Transfer Stations and Recycling Facilities



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MAIL CODE 401-02C

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

Division of Solid & Hazardous Waste  
P.O. Box 420 401 East State Street  
Trenton, New Jersey 08625-0414  
Telephone: (609) 292-9880 Fax: (609) 984-0565  
<http://www.state.nj.us/dep/dshw>

RECYCLING CENTER GENERAL APPROVAL  
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:

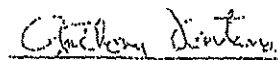
Reliable Wood Products, Inc.

|                   |                                        |
|-------------------|----------------------------------------|
| 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.:       | CBC130002                              |

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.

March 10, 2014  
Issuance Date

  
Anthony Fontana, Chief  
Bureau of Transfer Stations &  
Recycling Facilities

January 24, 2019  
Expiration Date



## MIDDLE SMITHFIELD MATERIALS,

*Managing Waste For Sustainable Development*

May 11, 2015

MATTHEW VASTANO  
NATURE'S CHOICE CORP

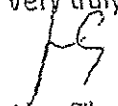
RE: Middle Smithfield Materials Inc., and Natures Choice Corporation

To Whom it May Concern:

This letter is to confirm that Middle Smithfield Materials Inc., (MSM) has an agreement with Nature's Choice Corporation (NCC) to accept one inch plus compost, Grass, and Mixed Yard waste from Nature's Choice Corporation's White Township facility and various municipal/private entities in New Jersey. MSM is a PADEP permitted recycling facility and sand quarry.

Please contact me with any questions.

Very truly yours,

  
Alan Siberini  
President



Pennsylvania Department of Environmental Protection

2 Public Square  
Wilkes-Barre, PA 18711-0790  
September 7, 2001

Northeast Regional Office

570-826-2511  
Fax 570-826-5448

Mr. Alan Siberini  
Middle Smithfield Materials, Inc.  
P.O. Box 674  
Bushkill, PA 18324

Re: Yard Waste Composting Facility  
Middle Smithfield Twp.  
Monroe County

Dear Mr. Siberini:

This letter hereby grants approval for yard waste composting facilities as requested in the Yard Waste Compost Application received on May 17, 2001, in the Northeast Regional Office. This facility is to be located within Middle Smithfield Township, Monroe County.

This yard waste compost site is to be operated under the Department's "Leaf and Yard Waste Guidelines," (revised 4/97). Please note the following approval conditions:

Part I - General Conditions

A. Access control

1. A gate or other barrier shall be maintained at all potential vehicular access points to block unauthorized access to the site.
2. Access to the site shall be limited to those times when an attendant is on duty.

B. Operations

1. No person or municipality shall bring to or receive any materials at a leaf composting facility other than: leaves, grass, shrubbery and tree trimmings that have been shredded or chipped, unless shredding or other chipping is provided at the facility, and similar related yard debris.
2. Grass clippings shall not be brought to or received at a leaf composting facility unless:
  - a. The grass clippings are delivered to the yard waste composting facility in bulk. Bags or other collection containers must be emptied of all grass clippings, delivered to the composting facility by the end of each day.
  - b. The grass clippings are to be incorporated into the windrows of partially composted leaves within three (3) days of delivery to the site.



Article 3.09  
Equipment List

SEE ATTACHED

| Type/Purpose | Description | Age | Owned<br>or<br>Leased | Lease<br>Term, if<br>applicable |
|--------------|-------------|-----|-----------------------|---------------------------------|
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
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|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |
|              |             |     |                       |                                 |

### EQUIPMENT

| EXCAVATORS  |      |                   |             |            |          |          |       |     |
|-------------|------|-------------------|-------------|------------|----------|----------|-------|-----|
| EQUIPMENT # | YEAR | VIN OR SERIAL #   | MODEL       | MAKE       | DIVISION | LOCATION | HOURS |     |
| 22EX        | 2000 | FF0200X500922     | 200LC       | JOHN DEERE | RWP      | CR       | 15142 | O/S |
| 27EX        | 2005 | A83284            | PC2006C-6LE | KOMATSU    | RWP      | BK       |       |     |
| 150EX       | 2005 | FF330CX804106     | 330CLC      | JOHN DEERE | RWP      | CR       | 6585  |     |
| 134EX       | 1999 | FF0236X600360     | 230LC       | JOHN DEERE | NCC      | WO       | 16205 |     |
| 136EX       | 2005 | FF230CX603751     | 230CLC      | JOHN DEERE | NCC      | ST       | 14925 |     |
| 152EX       | 2006 | FF240DX605056     | 240DLC      | JOHN DEERE | RWP      | MRF      | 7524  |     |
| 153EX       | 2007 | FF270DX703367     | 270         | JOHN DEERE | RWP      | KY       | 6654  |     |
| 155EX       |      | FF250GXLDE608949  | 250G        | JOHN DEERE | RWP      | ST       | 3417  |     |
| 156EX       | 2016 | DAC300K7NGS7N1136 | CX300D      | CASE       | NCC      | ST       | 1909  |     |

| DOZERS      |      |                 |            |            |          |          |       |
|-------------|------|-----------------|------------|------------|----------|----------|-------|
| EQUIPMENT # | YEAR | VIN OR SERIAL # | MODEL      | MAKE       | DIVISION | LOCATION | HOURS |
| 8D          | 2007 | 69691           | D65PX-15EO | KOMATSU    | RWP      | FARM     |       |
| 143D        | 2001 | T0850CX901345   | 850C       | JOHN DEERE | RWP      | ST       | 8701  |

| HAUL TRUCK  |      |                 |       |            |          |          |       |
|-------------|------|-----------------|-------|------------|----------|----------|-------|
| EQUIPMENT # | YEAR | VIN OR SERIAL # | MODEL | MAKE       | DIVISION | LOCATION | HOURS |
| HT1         | 2001 | BE400CT200235   | 400C  | JOHN DEERE | NCC      | ST       | 4442  |

[illegible]

## EQUIPMENT LIST

[illegible]



# EQUIPMENT

| LOADERS     |      |            |                |                   |          |          |       |
|-------------|------|------------|----------------|-------------------|----------|----------|-------|
| EQUIPMENT # | YEAR | MAKE       | MODEL          | VIN OR SERIAL #   | DIVISION | LOCATION | HOURS |
| 142B        | 2002 | JOHN DEERE | 260 SKID STEER | KV026A460872      | NCC      | WO       | 1977  |
| 1201L       | 2012 | JOHN DEERE | 644K           | 1DW644KZLCE643620 | RWP      | WT       | 5857  |
| 1204L       | 2012 | JOHN DEERE | 644K           | 1DW644KZCCE643556 | RWP      | WT       | 7950  |
| 1209L       | 2013 | JOHN DEERE | 644K           | 1DW644KZLCE648638 | RWP      | MRF      | 8060  |
| 1210L       | 2011 | JOHN DEERE | 724K           | 1DW724KZVBE637516 | RWP      | MRF      | 10369 |
| 1211L       | 2008 | JOHN DEERE | 744J           | DW744JX615044     | NCC      | EB       | 7810  |
| 1214L       | 2011 | JOHN DEERE | 644K           | 1DW644KZLCE649255 | NCC      | ST       | 8510  |

|       |      |      |      |            |     |    |      |
|-------|------|------|------|------------|-----|----|------|
| 1601L | 2016 | CASE | 821F | NGF235563  | NCC | BR | 2661 |
| 1602L | 2016 | CASE | 821F | NGF235522  | NCC | BK |      |
| 1603L | 2016 | CASE | 921F | NGF235634  | NCC | WO | 3063 |
| 1604L | 2016 | CASE | 921F | NGF235626  | NCC | WO | 3065 |
| 1605L | 2016 | CASE | 921F | NGF235649  | NCC | WO | 3302 |
| 1606L | 2016 | CASE | 921F | NGF235710  | NCC | ST | 2585 |
| 1607L | 2017 | CASE | 921G | NHF2400729 | NCC | WO |      |
| 1608L | 2017 | CASE | 921G | NHF240839  | NCC | ST |      |

|        |      |        |         |                   |     |    |      |
|--------|------|--------|---------|-------------------|-----|----|------|
| HO2708 | 2015 | DOOSAN | DL350-5 | DWGCWLBLE1010011  | NCC | ST | 4368 |
| HO2270 | 2015 | DOOSAN | DL300-5 | DWGCWLBHTF1010051 | NCC | CR | 4021 |
| HO2745 | 2015 | DOOSAN | DL300-5 | DWGCWLBHKF1010053 | NCC | CR | 4161 |

NEW ENGINE

**EQUIPMENT**

| <b>EXCAVATORS</b>  |             |                        |              |             |                 |                 |              |     |
|--------------------|-------------|------------------------|--------------|-------------|-----------------|-----------------|--------------|-----|
| <b>EQUIPMENT #</b> | <b>YEAR</b> | <b>VIN OR SERIAL #</b> | <b>MODEL</b> | <b>MAKE</b> | <b>DIVISION</b> | <b>LOCATION</b> | <b>HOURS</b> |     |
| 22EX               | 2000        | FF0200X500922          | 200LC        | JOHN DEERE  | RWP             | CR              | 15142        | O/S |
| 27EX               | 2005        | A83284                 | PC2006C-6LE  | KOMATSU     | RWP             | BK              |              |     |
| 150EX              | 2005        | FF330CX804106          | 330CLC       | JOHN DEERE  | RWP             | CR              | 6585         |     |
| 134EX              | 1999        | FF0236X600360          | 230LC        | JOHN DEERE  | NCC             | WO              | 16205        |     |
| 136EX              | 2005        | FF230CX603751          | 230CLC       | JOHN DEERE  | NCC             | ST              | 14925        |     |
| 152EX              | 2006        | FF240DX605056          | 240DLC       | JOHN DEERE  | RWP             | MRF             | 7524         |     |
| 153EX              | 2007        | FF270DX703367          | 270          | JOHN DEERE  | RWP             | KY              | 6654         |     |
| 155EX              |             | FF250GXLDE608949       | 250G         | JOHN DEERE  | RWP             | ST              | 3417         |     |
| 156EX              | 2016        | DAC300K7NGS7N1136      | CX300D       | CASE        | NCC             | ST              | 1909         |     |

| <b>DOZERS</b>      |             |                        |              |             |                 |                 |              |
|--------------------|-------------|------------------------|--------------|-------------|-----------------|-----------------|--------------|
| <b>EQUIPMENT #</b> | <b>YEAR</b> | <b>VIN OR SERIAL #</b> | <b>MODEL</b> | <b>MAKE</b> | <b>DIVISION</b> | <b>LOCATION</b> | <b>HOURS</b> |
| 8D                 | 2007        | 69691                  | D65PX-15EO   | KOMATSU     | RWP             | FARM            |              |
| 143D               | 2001        | T0850CX901345          | 850C         | JOHN DEERE  | RWP             | ST              | 8701         |

| <b>HAUL TRUCK</b>  |             |                        |              |             |                 |                 |              |
|--------------------|-------------|------------------------|--------------|-------------|-----------------|-----------------|--------------|
| <b>EQUIPMENT #</b> | <b>YEAR</b> | <b>VIN OR SERIAL #</b> | <b>MODEL</b> | <b>MAKE</b> | <b>DIVISION</b> | <b>LOCATION</b> | <b>HOURS</b> |
| HT1                | 2001        | BE400CT200235          | 400C         | JOHN DEERE  | NCC             | ST              | 4442         |

**EQUIPMENT WITH PERMITS**

| SCREENERS   |      |                   |             |              |          |          |       |                  |
|-------------|------|-------------------|-------------|--------------|----------|----------|-------|------------------|
| EQUIPMENT # | YEAR | VIN OR SERIAL #   | MODEL       | MAKE         | DIVISION | LOCATION | HOURS | PERMITTED (SITE) |
| 128S        | 2001 | 1R9TE58231M216016 | OLYMPIAN II | RETECH       | RWP      | ST       | 0/5   |                  |
| 125S        | 2007 | 12101252          | TITAN 1800  | POWER SCREEN | NCC      | WO       | 4887  |                  |
| 126S        | 2007 | 12101594          | TITAN 1800  | POWER SCREEN | NCC      | CR       | 6082  |                  |
| D1          | 2017 | WO9621193H2038054 | 5M-720      | DOPPELSTADT  | RWP      | KY       | 20    |                  |
| D2          | 2017 | WO9621191H2038053 | 5M-720      | DOPPELSTADT  | RWP      | ST       | 13    |                  |

| COLORIZERS  |      |                 |          |                    |          |          |       |                  |
|-------------|------|-----------------|----------|--------------------|----------|----------|-------|------------------|
| EQUIPMENT # | YEAR | VIN OR SERIAL # | MODEL    | MAKE               | DIVISION | LOCATION | HOURS | PERMITTED (SITE) |
| 131S        | 2003 | F5T530217       | MS XXL-S | FINLAY (COLORIZER) | RWP      | WO       | 7740  |                  |
| C1          | 2017 | 86249           | 628      | MCCLOSKEY          | RWP      | ST       | 719   |                  |
| C2          | 2018 | 89093           | 628      | MCCLOSKEY          | RWP      | CR       | 100   |                  |

| STACKING CONVEYORS |      |                 |          |        |          |          |       |                  |
|--------------------|------|-----------------|----------|--------|----------|----------|-------|------------------|
| EQUIPMENT #        | YEAR | VIN OR SERIAL # | MODEL    | MAKE   | DIVISION | LOCATION | HOURS | PERMITTED (SITE) |
| FC1                | 2006 | SFUSA10015      | M-100    | FINLAY | RWP      | WT       |       |                  |
| FC2                | 2006 | SFUSA800085     | 832M-100 | FINLAY | RWP      | DF       |       |                  |
| FC3                | 2007 | SFUSA800106     | 832M-100 | FINLAY | RWP      | ST       |       |                  |
| FC4                | 2007 | SFUSA800109     | 832M-100 | FINLAY | RWP      | CR       |       |                  |
| FC5                | 2008 | SFUSA800112     | 832M-100 | FINLAY | RWP      | ST       |       |                  |
| FC6                | 2008 | SFUSA800115     | 832M-100 | FINLAY | RWP      | SB       |       |                  |
| FC7                | 2008 | SFUSA800118     | 832M-100 | FINLAY | RWP      | CR       |       |                  |

| COMPRESSORS |      |                 |         |                |          |          |       |                  |
|-------------|------|-----------------|---------|----------------|----------|----------|-------|------------------|
| EQUIPMENT # | YEAR | VIN OR SERIAL # | MODEL   | MAKE           | DIVISION | LOCATION | HOURS | PERMITTED (SITE) |
| 1           | 2002 | 330227UEM221    | P185WJD | INGERSOLL-RAND | RWP      | CR       | 4016  |                  |
| 2           | 2002 | 325706UKL221    | P185WJD | INGERSOLL-RAND | RWP      | SB       | N/A   |                  |

| TRUCK # | YEAR | MAKE      | MODEL  | VIN NUMBER        | LOCATION      |
|---------|------|-----------|--------|-------------------|---------------|
| 2064    | 2006 | KENWORTH  | T300   | 140829            | DARWIN        |
| 2073    | 2000 | PETERBILT | PACKER | 712054            | ST            |
| 2074    | 2008 | FORD      | F350   | 1FDSF34598ED35914 | ST            |
| 1501    | 2015 | KENWORTH  | T880   | 113334            | CHRISTIAN     |
| 1502    | 2015 | KENWORTH  | T880   | 113333            |               |
| 1503    | 2015 | KENWORTH  | T880   | 108626            | ROGER         |
| 1504    | 2015 | KENWORTH  | T880   | 108627            | GERSON        |
| 1505    | 2016 | KENWORTH  | T880   | 119982            | DOUG          |
| 1506    | 2016 | KENWORTH  | T880   | 119983            | RANDY         |
| 1507    | 2016 | KENWORTH  | T880   | 119979            | CORY          |
| 1508    | 2016 | KENWORTH  | W900   | 125320            | WALT          |
| 1509    | 2015 | FORD      | F350   | 1FD8X3FT1FED45871 | WELDER/GEORGE |
| 1510    | 2016 | FORD      | F250   | 1FD8F2B68GED03377 | SANTOS        |
| 1511    | 2019 | KENWORTH  | T880   | 244349            | RAFAEL        |
| 1512    | 2019 | KENWORTH  | w900   | 247325            | WILLIE        |

## Marketing Services

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, the general public, civic groups, etc. The Company has a customer base of over 500 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the product produced and will facilitate a successful operation. The uses for the product include the following: fertilizer supplement, soil aeration, top dressing, new athletic fields, growing medium, moisture retention, erosion repair, decorative cover, slope stabilization and land reclamation.

The greatest demand for the product is in growing suburban areas. The product is sold in the marketplace as a soil amendment for outdoor applications. The compost is presently sold in bags and bulk form.

Educating the public about the benefits of using yard waste compost and mulch 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, designed to increase demand for yard waste compost has been designed that clearly states the importance of adding organic material to soils, in addition to nutrients.

Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner.

## 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 Recycling Center is a NJDEP exempt recycling facility located at 590 Mt. Pleasant Avenue, West Orange, NJ 07052

### B. Response Time:

- Emergency Calls Are handled through the West Orange Police Dispatch phone #911 which is manned 24 hours per day.
- 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 careful manner
- The facility personnel will participate in safety instructions and exercises
- Smoking will be prohibited
- Vehicle traffic will be limited and monitored in the wood recycling areas
- No flammable or combustible liquids or materials will be stored near the wood recycling areas
- Fire extinguishers will be maintained and available in proximity to the wood and other combustible areas

### D. Reliable Wood Products Emergency contacts:

- Mike Mitchell- 973-731-9777 cell 201-779-1131
- Joffre Jara- cell 973-986-1451
- Eduardo Depaz-201-268-9421
- Alex Badamo- 201-538-3256

## **Section 5: Disclosure of Violations**



## ARTICLE 3.15

### DISCLOSURE OF VIOLATIONS\*

#### West Orange Environmental Center (Reliable Wood Products)

- 07/18/13 – West Orange Environmental Monitor NOV; Over Capacity; Fine Settled.
- 07/31/13 – Essex County Health Commission NOV; Odor; Fine Settled.
- 04/05/15 – West Orange Fire Department; Site Fire Violation.
- 04/06/15 – West Orange Environmental Monitor NOV; Fire Violation; Fine Settled.
- 10/19/15 – Essex County Health Commission NOV; Odor; Fine Settled.
- 10/22/15 – Essex County Health Commission NOV; Odor; Fine Settled.
- 03/07/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 04/21/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 09/08/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 10/13/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 05/03/17 – West Orange Environmental Monitor NOV; Windrow Height & Lane Separation; Compliance within time allowed.
- 02/15/18 – Essex County Health Commission NOV; Odor; Fine Settled.
- Undated – West Orange Environmental Monitor NOV; Wellheads, Windrow Formation, Neutralizer System; Compliance within time allowed.

#### South Brunswick Location (Reliable Wood Products)

- 01/05/15 – SB Fire Inspector; Unprocessed Pile Over Height; Complied within time allowed.
- 02/16/15 – SB Fire Inspector; Site Fire Violation; Fine Settled.
- 06/03/15 – SB Fire Inspector; Expired Tag Fire Extinguisher; Complied within time allowed.
- 06/04/15 – NJDEP NOV; Air Permit expired; Renewed Permit, Fine Settled.
- 07/30/15 – NJDEP NOV; Material stored outside designated area; Complied within time allowed.
- 12/09/15 – NJDEP NOV; Records Discrepancy Outbound Material; Corrected.
- 06/07/16 – Middlesex County Environmental Health Commission; Failed to provide Annual Tonnage Report; Contested Requirement; Complied.
- 11/23/16 – SB Fire Inspector; Fire Lane Violation; Complied within time allowed.
- 06/09/17 – SB Fire Inspector; Fire Lane Violation; Complied within time allowed.

#### Nature's Choice Corporation (Affiliated Party)

##### Ledgewood Location

- 05/01/13 – NJDEP NOV; Unprocessed Material Over Capacity; Corrected.
- 09/20/14 – NJDEP NOV; Unprocessed Material onsite beyond permitted time; Corrected.
- 07/01/15 – NJDEP NOV; Residual Disposal Record Keeping; Corrected.
- 11/07/16 – NJDEP NOV; Missing Horizontal Markers; Corrected.
- 11/02/17 – NJDEP NOV; Outstanding Quarterly Fees; Paid.

### Disclosure Of Violations (continued)

#### White Township Location

- 06/23/14 – NJDEP NOV; Windrow Over Height; Corrected.
- 09/29/14 – NJDEP NOV; Storm Water Permit Test Deficiency; Corrected.
- 02/18/15 – NJDEP NOV; Dust Control; Corrected.
- 07/15/15 – NJDEP NOV; Material Receipt Forms not available; Corrected.
- 05/11/17 – NJDEP NOV; Outstanding Quarterly Fees; Paid.

#### NJDEP Global Settlement

On November 3, 2017, Reliable Wood Products (“Reliable”) and Nature’s Choice Corporation (“Nature’s”) entered into a Settlement Agreement with the New Jersey Department of Environmental Protection. The Agreement addressed issues with the removal of historic overs at a recycling facility operated by Nature’s in White Township, New Jersey and was related to the voluntary closing of that facility. The Agreement also addressed the transfer by Nature’s of the operational Permit for a recycling facility operated by it until December 31, 2014 in Ledgewood, New Jersey.

The Agreement also addressed a property in Sparta, New Jersey operated as a recycling facility with issues existing at the facility resulting from operations by the prior permit holder. That recycling facility is now operated by Reliable which is addressing outstanding violations both on the underlying property and with the operation of the recycling facility on that property by the prior owner.

To settle the outstanding liability the Agreement required a payment of \$467,685.64 to be made over two years on behalf of Reliable and Nature’s. To date payments totaling \$366,532.08 have been made. There are 2 payments remaining.

---

*\* It should be noted the underlying cause of many of the violations resulted from the operation of Reliable Wood Products LLC and Nature’s Choice Corporation during the period that each company was owned and operated by Harvest Power, Inc. and to some extent for a period after the sale of the companies by Harvest Power to the current owner.*

**Section 6: Employee Information Certificate**

Business Registration Certificate

Public Works Contractor Registration Certificate

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2016 to 15-JUL-2023

RELIABLE WOOD PRODUCTS LLC  
398 LINCOLN BOULEVARD  
MIDDLESEX NJ 08846



*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer

08/25/04

Taxpayer Identification# 900-123-439/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE              |                                                                                                                                                                 | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, NJ 08648-0252 |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br><b>RELIABLE WOOD PRODUCTS, LLC</b>                  | TRADE NAME:                                                                                                                                                     |                                                                                       |
| TAXPAYER IDENTIFICATION#:<br><b>900-123-439/000</b>                   | SEQUENCE NUMBER:<br><b>1032146</b>                                                                                                                              |                                                                                       |
| ADDRESS:<br><b>1 CAVEN POINT AVENUE<br/>JERSEY CITY NJ 07304-4603</b> | ISSUANCE DATE:<br><b>08/25/04</b>                                                                                                                               |                                                                                       |
| EFFECTIVE DATE:<br><b>11/05/03</b>                                    |                                                                                                                                                                 |                                                                                       |
| FORM-BRC(08-01)                                                       | <p><i>John E. Tully</i><br/>Acting Director</p> <p>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</p> |                                                                                       |

Certificate Number  
665953

Registration Date: 03/19/2018  
Expiration Date: 03/18/2020



## State of New Jersey

### Department of Labor and Workforce Development Division of Wage and Hour Compliance

#### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Reliable Wood Products, LLC  
2018

Responsible Representative(s):  
Nicholas Vene, President

Responsible Representative(s):  
Joseph Kollock III, Owner

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Acting Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

## **Section 7: Bid bond**

**Consent of Surety**

**Insurance Certificate**



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

2740 Rt. 10 West, Suite 205  
Morris Plains, NJ 07950  
(973) 402-1200

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. BD022933

That we, RELIABLE WOOD PRODUCTS, LLC  
398 Lincoln Boulevard Middlesex, NJ 08846

, as Principal and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, as Surety, are hereby held and firmly bound unto TOWNSHIP OF WEST ORANGE  
66 MAIN STREET West Orange, NJ 07052

, as Oblige, in penal sum of 10 % of AMOUNT BID NOT TO EXCEED \$20,000.00 Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS the Principal has submitted a bid for  
OPERATION OF THE WEST ORANGE RECYCLING CENTER

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety of the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige 10 % of the Bid amount not to exceed \$20,000.00, the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

It is hereby understood and agreed that the FIRST INDEMNITY OF AMERICA INSURANCE COMPANY will provide Surety on the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract.

The Consent of Surety contained herein is limited to a Contract award not to exceed \$1,000,000.00

This Bid Bond No. BD022933 and Consent of Surety has been signed and sealed this 17th day of July, 2018

Witness/Attest As To Principal  
Matthew Vastano

Gina Ring  
Gina Ring  
Witness/Attest As to Surety

Eugene J. Clarkowski  
PRINCIPAL RELIABLE WOOD PRODUCTS, LLC

**Eugene J. Clarkowski**

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

By Michele Charette Surety

Attorney-in-Fact Michele Charette



**FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY**  
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950  
Telephone: (973) 402-1200

**POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS**

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Michele Charette, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

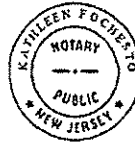
IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



Patrick J. Lynch  
Patrick J. Lynch, President

STATE OF NEW JERSEY )  
COUNTY OF MORRIS ) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto  
KATHLEEN FOCHESTO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/16/2020

**CERTIFICATE**

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 17th day of July, 2018.



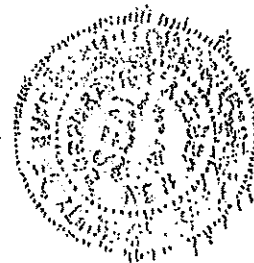
Jane E. Lynch  
Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY  
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950  
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2017

|                                                      |           |                   |
|------------------------------------------------------|-----------|-------------------|
| <b>Assets:</b>                                       |           |                   |
| Bonds                                                | \$        | 1,175,645         |
| Preferred & Common Stocks                            |           | 7,445,188         |
| Mortgage Loans                                       |           | 120,000           |
| Real Estate                                          |           | 1,066,243         |
| Cash and Short Term Investments                      |           | 1,314,787         |
| Investment Income Due and Accrued                    |           | 20,576            |
| Premiums in the Course of Collection (Under 90 Days) |           | 258,211           |
| Reinsurance Recoverable on Loss and LAE Payments     |           | 82,415            |
| Deferred Tax Asset                                   |           | 381,188           |
| Other Assets                                         |           | 79,848            |
| <b>Total Admitted Assets</b>                         | <b>\$</b> | <b>11,944,101</b> |
| <b>Liabilities and Surplus:</b>                      |           |                   |
| Reserve for Loss and Loss Adjustment Expenses        |           | 2,171,169         |
| Other Expenses                                       |           | 250,441           |
| Taxes Licenses and Fees                              |           | 77,118            |
| Federal Income Tax Payable                           |           | 31,000            |
| Unearned Premium                                     |           | 2,113,536         |
| Amounts Withheld or Retained for Others              |           | 21,664            |
| Ceded Reinsurance Balances Payable                   |           | 155,322           |
| Liability for Unauthorized Reinsurers                |           | -                 |
| <b>Total Liabilities</b>                             |           | <b>4,820,250</b>  |
| <b>Capital &amp; Surplus:</b>                        |           |                   |
| Common Stock, Paid Up                                | 2,500,000 |                   |
| Paid in and Contributed Surplus                      | 1,480,945 |                   |
| Unassigned Surplus                                   | 3,142,906 |                   |
| <b>Surplus as Regards to Policyholders</b>           |           | <b>7,123,851</b>  |
| <b>Total Liabilities and Surplus</b>                 | <b>\$</b> | <b>11,944,101</b> |

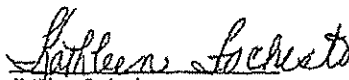
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2017, according to the best information, knowledge, and belief.

  
Glenn A. Runne  
Chief Financial Officer



State of New Jersey)  
County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2017.

  
Kathleen Fochesto  
My Commission Expires March 16, 2020





RELIWOO-01

KGALBRAITH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                             |                                                  |                               |        |
|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------------|--------|
| PRODUCER<br>Acrisure, LLC D/B/A Chadler Solutions<br>100 Passaic Ave, Suite 120<br>Fairfield, NJ 07004-3508 | CONTACT NAME:                                    |                               |        |
|                                                                                                             | PHONE (A/C, No, Ext): (973) 227-0025             | FAX (A/C, No): (973) 227-4026 |        |
| INSURED<br><br>Reliable Wood Products LLC<br>482 Houses Corner Road<br>Sparta, NJ 07871                     | E-MAIL ADDRESS:                                  |                               |        |
|                                                                                                             | INSURER(S) AFFORDING COVERAGE                    |                               | NAIC # |
|                                                                                                             | INSURER A: AIG Specialty Insurance Company       |                               | 26883  |
|                                                                                                             | INSURER B: Commerce and Industry Insurance Co    |                               | 19410  |
|                                                                                                             | INSURER C: New Jersey Manufacturers Insurance Co |                               | 12122  |
|                                                                                                             | INSURER D:                                       |                               |        |
| INSURER E:                                                                                                  |                                                  |                               |        |
| INSURER F:                                                                                                  |                                                  |                               |        |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                           | ACDL INSD | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         |          | EG16151920    | 09/17/2017              | 09/17/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPIOP AGG \$ 2,000,000<br>POLLUTION LIAB \$ 1,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                       |           |          | CA3962441     | 09/17/2017              | 09/17/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                                    |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> OED <input type="checkbox"/> RETENTIONS                                                                                                                         |           |          | EGU16151923   | 09/17/2017              | 09/17/2018              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                                                             |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                          |           | N/A      | W39108-6-18   | 01/01/2018              | 01/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Operations at West Orange Recycling Convenience Center, 590 Mt Pleasant Ave, West Orange, NJ

Township of West Orange is included as Additional Insured (except WC) as required by written contract entered into by the named insured for operations performed at the above referenced location, in accordance with the terms, conditions and limitations of the policy, and then only with respect to liability caused by negligent acts or omissions of the named insured, and then only with respect to this contract. 30 days cancellation applies except 10 days for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

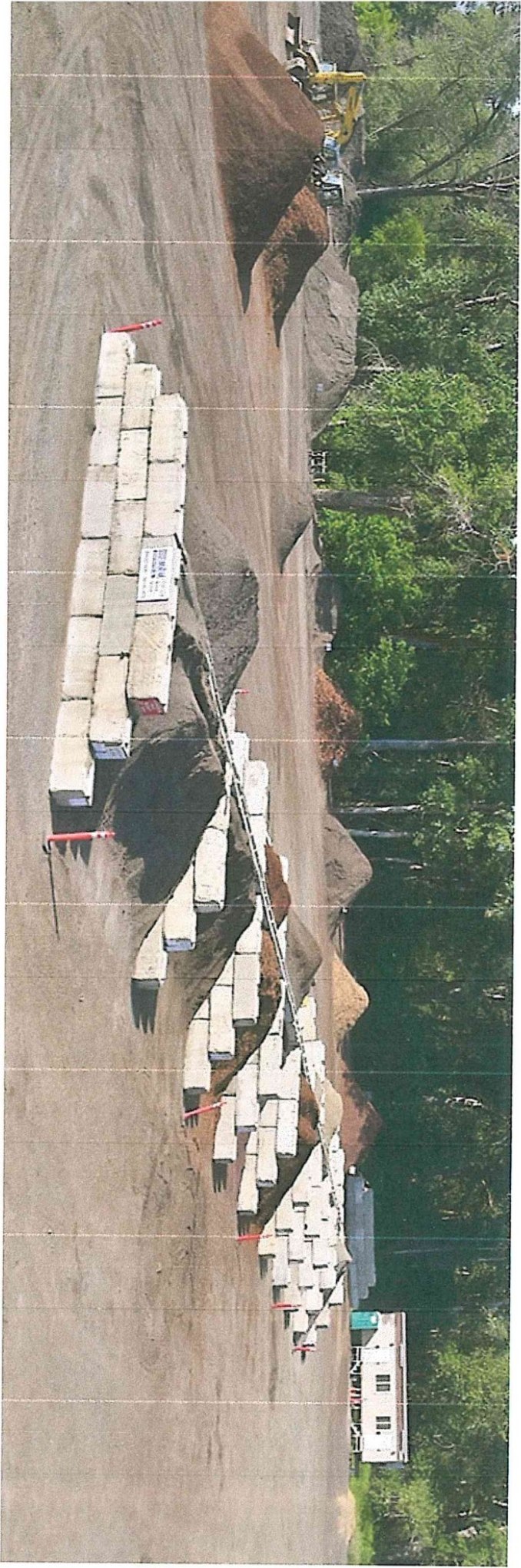
|                                                                    |                                                                                                                                                                |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Township of West Orange<br>66 Main Street<br>West Orange, NJ 07052 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                    | AUTHORIZED REPRESENTATIVE<br><i>Kathy Galbraith</i>                                                                                                            |

**Section 8: Proposed Site Plan Improvement and Layout**  
Current Odor Control System  
Odor Control Neutralizing Agent

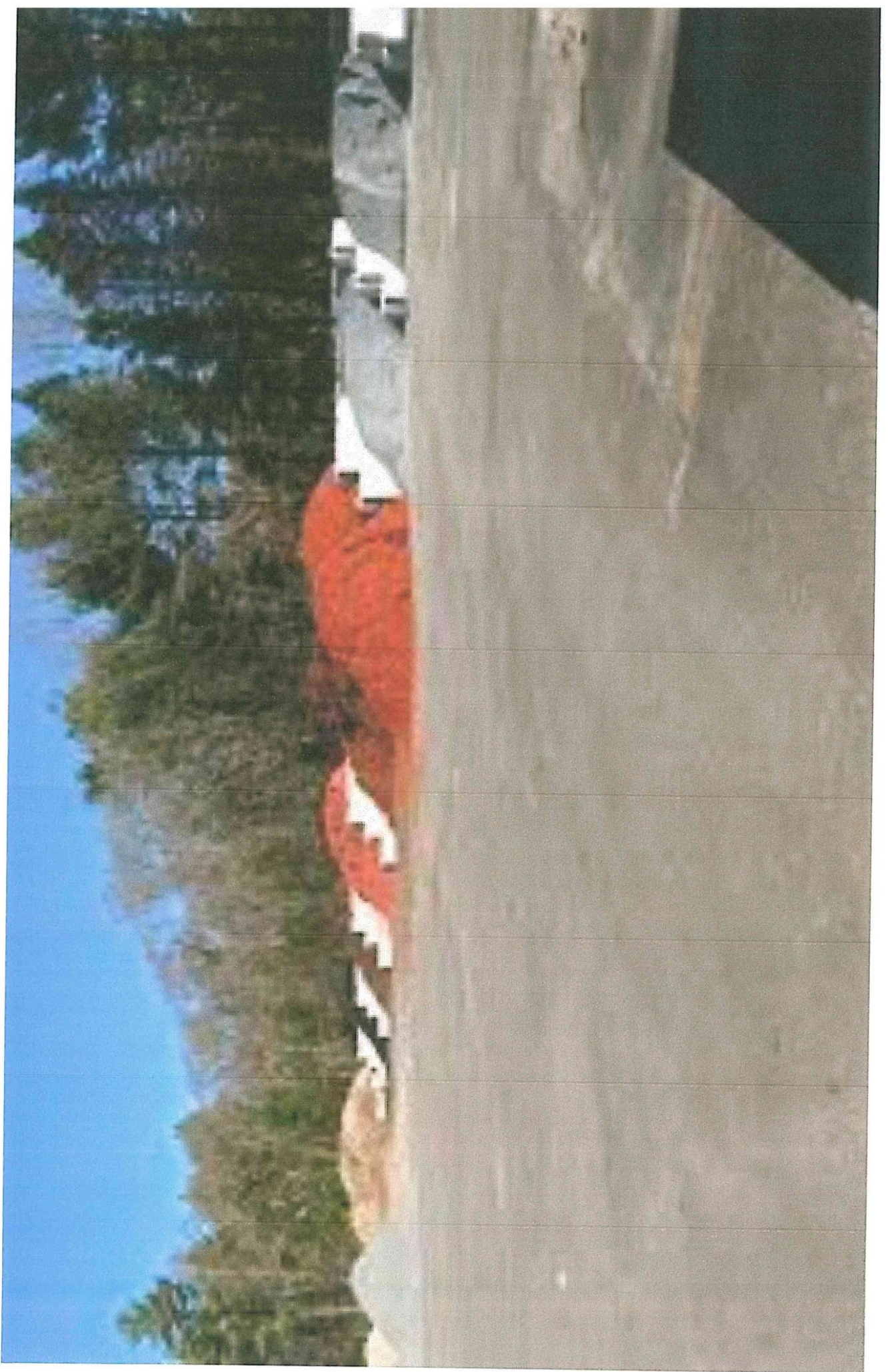
## Site Improvement Description

- Mill and repave approximately 10,000 square feet of entrance and road entering facility
- Improve and maintain plantings at entrance to the facility
- Pave areas surrounding office trailer
- Reconstruct and enhance class A, B & C residential drop-off area
- Add 12,500 square feet of pavement to class B facility and construct retail bins in a neat and orderly manner (picture attached)
- Regrade rest of class B facility for vehicle access
- Regrade and clean up berm on east side of the facility and plant ornamental grass on the berm to screen facility from sensitive receptors
- Have two transfer areas for class B and Class materials in order to minimize odor potential there will be no processing at the facility all material will be transferred to one of Reliabels NJDEP permitted facilities. storage of materials at the facility will be a maximum of 7500 cubic yards of class B material (Brush and Tree Parts) and 5000 cubic yards of class C (leaves) material

Attached are illustrations and a site plan of the improvements proposed.





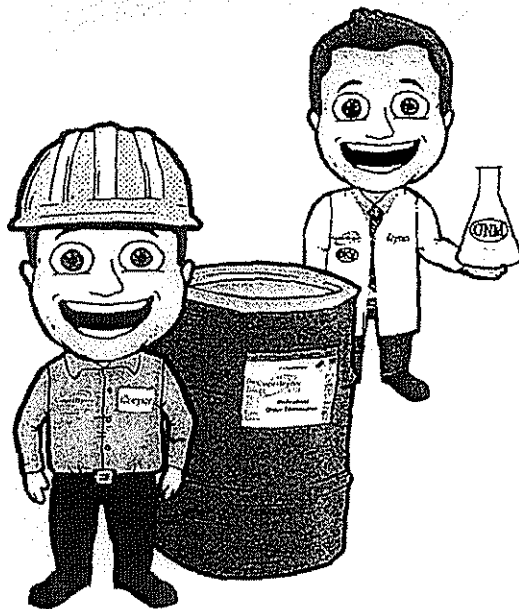




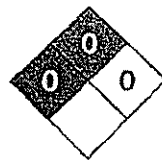




- Non-Toxic
- Non-Irritating
- Laboratory Validated
- Scientifically Developed
- Patented Green Technology
- No Hazardous Air Pollutants
- No Volatile Organic Compounds



Visit CupriDyne.com for a RISK FREE Trial



|                     |   |
|---------------------|---|
| Health              | 0 |
| Fire                | 0 |
| Reactivity          | 0 |
| Personal Protection | B |



Visit CupriDyne.com for a RISK FREE Trial  
contact us at [info@odornomore.com](mailto:info@odornomore.com)



Odor-No-More

Odor-No-More, Inc.  
14921 Chestnut Street  
Westminster, CA 92683

#### Members



National  
Waste & Recycling  
Association  
Collect. Recycle. Innovate.

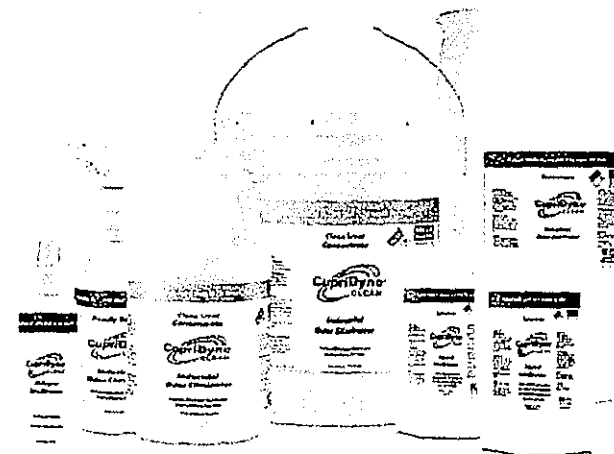


Solid  
Waste  
Association of  
North  
America



## Proven Odor Control

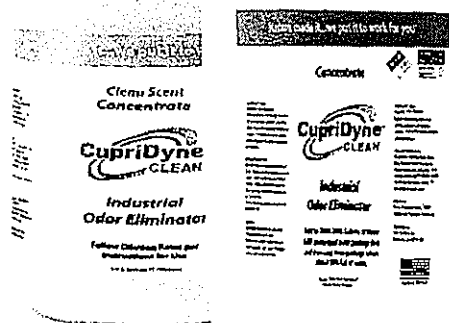
Bringing scientifically developed odor eliminators to the waste industry in formulations that are easily integrated into your current odor management infrastructure.



Visit CupriDyne.com for a RISK FREE Trial



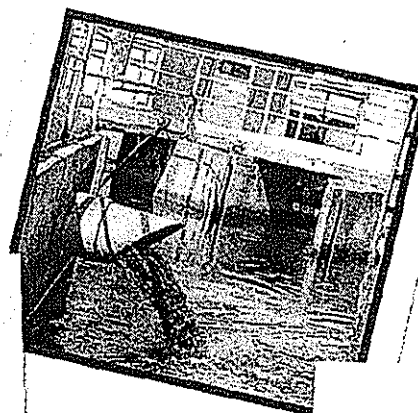
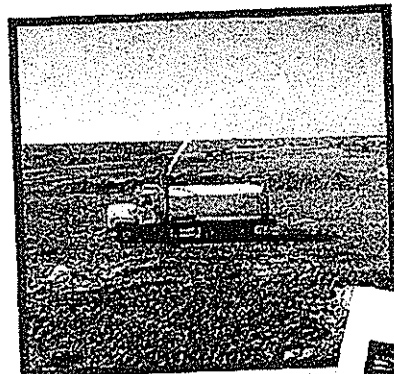
**CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.**



CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

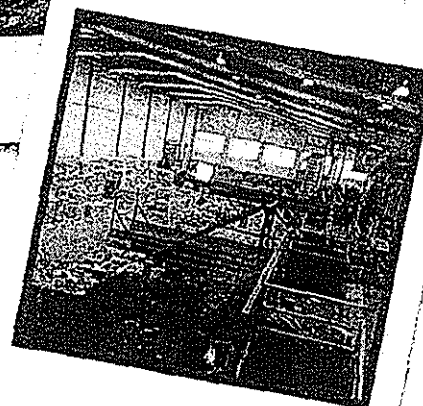
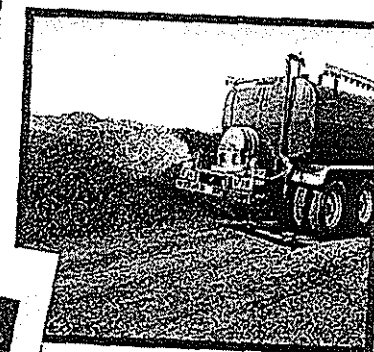
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

- FL. Landfill Operation



"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

- CA. Wastewater Plant



"A 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."

- CA. Transfer Station

"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."

- NY Compost Facility

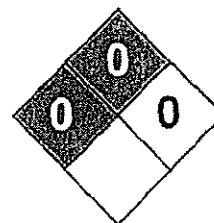
CupriDyne Clean's line of powders are especially effective for large, open-air sites like landfills and large composting facilities. It's more cost-effective and efficient for hitting specific, targeted sources of odor on large properties. The powders can be added to existing water trucks, allowing very large areas of the facility to be treated rapidly and easily while requiring no large capital expenditures.

Sites with more confined target areas, such as wastewater treatment plants, MRFs and transfer stations, can use our concentrated liquids through misting systems. These facilities often have misting systems already installed, so our product is easily integrated into the current system, and highly cost-effective for these applications.



Odor-No-More

www.OdorNoMore.com



|                     |   |
|---------------------|---|
| Health              | 0 |
| Fire                | 0 |
| Reactivity          | 0 |
| Personal Protection | B |

## Safety Data Sheet

### Iodine Solution, 0.002N SDS

#### Section 1: Chemical Product and Company Identification

Product Name: CupriDyne® Clean  
Dilute Iodine

CAS#: Mixture.

RTECS: Not applicable.

TSCA: TSCA 8(b) inventory: Iodine; Cuprous Iodide  
Sulfamic Acid; Potassium Bicarbonate; Water

CI#: Not applicable.

Synonym: Free Iodine Solution

Chemical Name: Not applicable.

Chemical Formula: Not applicable.

#### Contact Information:

Odor No More, Inc.

14921 Chestnut St.

Westminster, CA 92683

US Sales: 1-949-643-9540

International Sales: 1-949-643-9540

Order Online: info@odornomore.com

24HR Emergency Telephone, call:

1-949-295-3622

For non-emergency assistance, call: 1-949-643-9540

#### Section 2: Hazards Identification

##### Potential Acute Health Effects: Dilute

Non-hazardous in case of skin contact, of eye contact,  
of ingestion, of inhalation.

##### Potential Chronic Health Effects: Dilute

Non-hazardous in case of skin contact, of eye contact, of ingestion, of  
inhalation. CARCINOGENIC EFFECTS: Not available. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS:  
Not available. DEVELOPMENTAL TOXICITY: Not Available

#### Section 3: Composition and Information on Ingredients

##### Composition:

| Name                  | CAS #     | % by Weight |
|-----------------------|-----------|-------------|
| Iodine                | 7553-56-2 | 0.002       |
| Cuprous Iodide        | 7681-65-4 | 0.001       |
| Sulfamic Acid         | 5329-14-6 | < 1         |
| Potassium Bicarbonate | 298-14-6  | < 1         |
| Water                 | 7732-18-5 | >98         |

Toxicological Data on Ingredients: Iodine: ORAL (LD50): Acute: 14000 mg/kg [Rat]

## Section 7: Handling and Storage

### Precautions:

Do not breathe excess gas/fumes/ vapour/spray. Avoid contact with skin. Wear suitable protective clothing. If you feel unwell, seek medical attention and show the label when possible.

### Storage:

No specific storage is required. Use shelves or cabinets sturdy enough to bear the weight of the chemicals. Be sure that it is not necessary to strain to reach materials, and that shelves are not overloaded.

## Section 8: Exposure Controls/Personal Protection

### Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.

**Personal Protection:** Safety glasses. Lab coat. Gloves.

### Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Boots. Gloves. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

### Exposure Limits:

Iodine CEIL: 0.1 (ppm) from ACGIH (TLV) CEIL: 1 (mg/m<sup>3</sup>) from OSHA Consult local authorities for acceptable exposure limits.

## Section 9: Physical and Chemical Properties

**Physical state and appearance:** Liquid.

**Odor:** Not available.

**Taste:** Not available.

**Molecular Weight:** Not applicable.

**Color:** Clear/Slight yellow tint

**pH (1% soln/water):** 5.5-6.5

**Boiling Point:** The lowest known value is 100°C (212°F) (Water).

**Melting Point:** Not available.

**Critical Temperature:** Not available.

**Specific Gravity:** Weighted average: 1.01 (Water = 1)

**Vapor Pressure:** The highest known value is 17.535 mm of Hg (@ 20°C) (Water).

**Vapor Density:** The highest known value is 0.62 (Air = 1) (Water).

**Volatility:** Not available.

**Odor Threshold:** Not available.

**Water/Oil Dist. Coeff.:** Not available.

**Ionicity (in Water):** Not available.

**Dispersion Properties:** See solubility in water, methanol, diethyl ether, acetone.

### Solubility:

Easily soluble in cold water, hot water. Soluble in diethyl ether. Partially soluble in methanol, acetone.

#### Section 14: Transport Information

DOT Classification: Not a DOT controlled material (United States).

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

#### Section 15: Other Regulatory Information

**Federal and State Regulations:**

Pennsylvania RTK: Iodine;

Massachusetts RTK: Iodine, TSCA 8(b) inventory: Iodine; Water

**Other Regulations:** OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200).

**Other Classifications:**

WHMIS (Canada):

DSCL (EEC):

This product is not classified according to the EU regulations.

HMIS (U.S.A.): No Significant Health Risk.

Health Hazard: 0

Fire Hazard: 0

Reactivity: 0

Personal Protection: b

**National Fire Protection Association (U.S.A.):**

Health: 0

Flammability: 0

Reactivity: 0

Specific hazard: 0

**Protective Equipment:**

Gloves. Lab coat. Wear appropriate respirator when ventilation is inadequate. Safety glasses.

#### Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 05/28/2015 4:00 AM

**Disclaimer:**

Odor No More, Inc. provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose.

ODOR NO MORE, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INFORMATION SET FORTH HEREIN OR THE PRODUCT TO WHICH THE INFORMATION REFERS. ACCORDINGLY, BIOLARGO, INC. WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM USE OF OR RELIANCE UPON THIS INFORMATION.

# Exhibit “C”

| Annual Product Inbound  | Class B/C | Volume (cubic yards) |
|-------------------------|-----------|----------------------|
| Leaves                  | C         |                      |
| Brush                   | B         |                      |
| Logs                    | B         |                      |
| Mixed Vegetative        | B         |                      |
| Woodchips               | B         |                      |
| Stumps                  | B         |                      |
| Spring Clean-Up         | B         |                      |
| Christmas Trees         | B         |                      |
| Total For Year          | C         |                      |
| Total For Year          | B         |                      |
|                         |           |                      |
| Monthly Inbound (Total) |           |                      |
| October                 |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| November                |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| December                |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| January                 |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| February                |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| March                   |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| April                   |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| May                     |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| June                    |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| July                    |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |
| August                  |           |                      |
| Class C                 |           |                      |
| Class B                 |           |                      |

|           |  |  |
|-----------|--|--|
| September |  |  |
| Class C   |  |  |
| Class B   |  |  |

| Annual Outbound                 | Class B/C | Volume (cubic yards) |
|---------------------------------|-----------|----------------------|
| Leaves                          | C         |                      |
| Brush                           | B         |                      |
| Logs                            | B         |                      |
| Mixed Vegetative                | B         |                      |
| Woodchips                       | B         |                      |
| Stumps                          | B         |                      |
| Spring Clean-Up                 | B         |                      |
| Christmas Trees                 | B         |                      |
| Total For Year                  | C         |                      |
| Total For Year                  | B         |                      |
|                                 |           |                      |
| <b>Monthly Outbound (Total)</b> |           |                      |
| October                         |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| November                        |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| December                        |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| January                         |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| February                        |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| March                           |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| April                           |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| May                             |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| June                            |           |                      |
| Class C                         |           |                      |
| Class B                         |           |                      |
| July                            |           |                      |
| Class C                         |           |                      |



|           |  |  |
|-----------|--|--|
| Class B   |  |  |
| August    |  |  |
| Class C   |  |  |
| Class B   |  |  |
| September |  |  |
| Class C   |  |  |
| Class B   |  |  |

I hereby certify that the information provided on this form is accurate to the best of my knowledge. I acknowledge and agree that the Township of West Orange shall rely upon the information provided in this form and that any willful misstatement as to the information provided on this form shall be actionable by the Township of West Orange.

---

Signature

---

Name (Printed)

---

Date

**RESOLUTION**

**WHEREAS**, on January 23, 2018, the Township Council for the Township of West Orange (the "Township") adopted Resolution 15-18 which authorized the Township to apply for a grant in the amount of \$24,999 from the Historic Preservation Office of the State of New Jersey, Department of Environmental Protection (the "HPO") to fund an architectural survey for the Upper Gregory neighborhood, annexed hereto as Exhibit "A;" and

**WHEREAS**, on February 7, 2019, the Township received notice that the grant from the HPC was approved, annexed hereto as Exhibit "B;" and

**WHEREAS**, the HPC has provided a Grant Agreement, annexed hereto as Exhibit "C" for the award of \$24,500 grant approval which also sets forth various conditions and requirements for utilization of the \$24,500 grant.

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that Resolution 15-18 adopted by the Township Council and submitted with the Township's grant application remains in full force and effect; and

**RESOLVED**, that the Mayor is hereby authorized to accept the \$24,500 grant from the HPC and to execute the Grant Agreement, annexed hereto as Exhibit "C," and any and all other required documents on behalf of the Township; and be it further

**RESOLVED**, that the Township Clerk is authorized to attest to the Mayor's signature on the Grant Agreement, annexed hereto as Exhibit "C," and any and all other required documents on behalf of the Township; and be it further

**RESOLVED** that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

---

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

---

**Jerry Guarino**  
Council President

**Adopted: March 19, 2019**

# Exhibit “A”

Governing Body Resolution

Resolution 15-18

The governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 24,999.00 to fund the following project:

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey." of a minimum of 100 historic resources in an area bounded by Northfield Avenue, Gregory Avenue, the South Orange border and the South Mountain Reservation.

Therefore, the governing body resolves that the Mayor of West Orange is authorized

- (a) to make application for such a grant,
- (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$9,000.00 and not more than \$ 24,999.00 and
- (c) to execute ☒ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and adopted: January 9, 2018 and January 23, 2018

Ayes: 5

Noes: 0

Absent: N/A

(Seal)

  
Karen J. Carnevale, Municipal Clerk

  
Susan McCartney, Council President

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council.

  
Karen J. Carnevale, Municipal Clerk

# Exhibit “B”



## State of New Jersey

Department of Environmental Protection  
P.O. Box 402  
Trenton, New Jersey 08625

PHILIP D. MURPHY  
*Governor*

CATHERINE R. McCABE  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

The Honorable Robert D. Parisi  
Mayor of West Orange  
66 Main Street  
West Orange, New Jersey 07052

COPY

Dear Mayor Parisi:

On behalf of the New Jersey Department of Environmental Protection, I am pleased to award the Township of West Orange with a Certified Local Government grant to undertake an Intensive-Level Architectural Survey of selected properties within the Upper Gregory neighborhood. Your project has been selected to be fully funded at the requested amount of \$24,500 for federal fiscal year 2018.

As you know, New Jersey's Certified Local Government program is an important tool in assisting municipalities to preserve significant historic and archaeological resources through direct technical assistance, training and grants. We are actively pursuing the revitalization of the state's developed areas and encouraging the preservation of historic resources and open space. Along with economic development and community revitalization, historic preservation in our urban, suburban and rural areas is an essential element of promoting livable communities in New Jersey.

These grant funds are available through the U.S. Department of the Interior's National Park Service Historic Preservation Fund. Please note that this award is contingent upon the availability of federal funds and the execution of a grant agreement between the grantee and the DEP.

In addition, the grantees are required to attend a grant kick-off meeting with Historic Preservation Office staff before the final execution of the grant agreement. Since this grant falls below the \$25,000 Federal Funding Accountability and Transparency Act reporting threshold, your grant has no reporting requirements under that Act. If you have any questions, please contact Jonathan Kinney from the Historic Preservation Office at (609) 984-0141 or [jonathan.kinney@dep.nj.gov](mailto:jonathan.kinney@dep.nj.gov).

My colleagues in the DEP's Historic Preservation Office look forward to working with you on your project and will be in touch with your staff soon. In the meantime, I offer my congratulations to you on your municipality's successful application.

Sincerely,

A handwritten signature in cursive script, reading "Catherine R. McCabe". The signature is written in black ink and is positioned above the printed name.

Catherine R. McCabe

# Exhibit “C”





**State of New Jersey**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES  
HISTORIC PRESERVATION OFFICE

MAIL CODE 501-04B

P.O. BOX 420

TRENTON, NJ 08625-0420

TEL: # 609-984-0176 FAX: # 609-984-0578

PHILIP D. MURPHY  
*Governor*

CATHERINE R. MCCABE  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

February 7, 2019

Robin Miller  
HPC Secretary  
Township of West Orange  
66 Main Street  
West Orange, NJ 07052

**RECEIVED**

FEB 13 2019

W.O. PLANNING DEPT.

**RE: Township of West Orange - CLG Grant Agreement (FFY2018)**

Dear Ms. Miller:

The Historic Preservation Office (HPO) has attached three (3) copies of the Grant Agreement for your Federal Fiscal Year 2018 Certified Local Government Grant (for Architectural Survey of the Upper Gregory Neighborhood). We have flagged the designated spaces for signatures by the Mayor and Chief Financial Officer. The Municipal Attorney may also sign, but that signature is optional. **All signatures must be in blue ink.**

An updated municipal resolution or a certification letter from the Clerk stating that the resolution submitted with your grant application is still in effect must also be submitted. A sample certification letter can be found on page 21 of the Grant Administration Manual.

The Township must also submit a copy of the Certificate of Insurance for Auto Liability, Workers Compensation, General Liability, and Employers Liability for the current policy year.

Please return all three copies of the Grant Agreement, the Clerk's certification letter or Resolution, and the Certificate of Insurance to the HPO via overnight mail, or notify the HPO and we will pick up the agreements in person. Upon final execution, the HPO will provide the Township of West Orange with a copy of the fully executed agreement.

If you have any questions, please contact me at 609-984-0141. Thank you for your attention to this matter.

Very truly yours,

Jonathan Kinney  
CLG Program Coordinator

Enclosures - 3 copies of Grant Agreement (HE19-005)



# TOWNSHIP OF WEST ORANGE

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

## Department of Planning and Development

**ROBERT D. PARISI**

*Mayor*

**PLANNING BOARD**

*Robin Miller, Secretary*

Tel: (973) 325-4111

Fax: (973) 325-6359

Email: [planningboard@westorange.org](mailto:planningboard@westorange.org)

### MEMORANDUM

**TO:** Jonathan Kinney, CLG Program Coordinator

**FROM:** Robin Miller   
Planning Board Secretary

**CC:** File

**DATE:** February 28, 2019

**RE:** Township of West Orange – CLG Grant Agreement (FFY2018)

COPY

Enclosed please find three copies of signed Grant Agreement together with Municipal Clerk's certification letter and Certificate of Liability Insurance.

Please do not hesitate to contact this office if you require further assistance.

Thank you.



AN EQUAL OPPORTUNITY EMPLOYER

[www.westorange.org](http://www.westorange.org)

GRANT AGREEMENT  
BETWEEN  
**TOWNSHIP OF WEST ORANGE**  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005

**PART 1: GENERAL TERMS AND CONDITIONS**

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Interest
- XI. Allowable Costs
- XII. Matching and Cost Sharing Requirements
- XIII. Program Income
- XIV. Special Grant Conditions for "High Risk" Grantees
- XV. Financial Management System
- XVI. Financial and Performance Reporting
- XVII. Monitoring Performance
- XVIII. Audit Requirements
- XIX. Agreement Amendment
- XX. Closeout Procedures
- XXI. Termination, Expiration, and Suspension
- XXII. Access to Records
- XXIII. Record Retention
- XXIV. Approvals and Authorizations
- XXV. Miscellaneous Provisions

COPY

**PART 2: ATTACHMENTS\***

- |        |                                                                                                                                                              |                                     |     |                                     |    |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----|-------------------------------------|----|
| A.     | Additional Provisions and Special Modifications .....                                                                                                        | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| A-1.   | Additional Provisions for Federally Funded Agreements .....                                                                                                  | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities .....                                                                                        | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-2.   | Federal Funding Accountability and Transparency Act (FFATA) Request Form .....                                                                               | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-3.   | U.S. Environmental Protection Agency Funded Agreements .....                                                                                                 | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-4.   | Community Development Block Grant (CDBG) Funded Projects .....                                                                                               | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects .....                                                                                                        | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| B.     | Approved Project Budget .....                                                                                                                                | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| B-1.   | Itemization and Justification of Budget .....                                                                                                                | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| B-2.   | Advance Payment .....                                                                                                                                        | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| C.     | Expenditure Report .....                                                                                                                                     | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D.     | Scope of Services .....                                                                                                                                      | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D-1.   | Project Requirements .....                                                                                                                                   | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| D-2.   | Grantee's Proposal .....                                                                                                                                     | <input type="checkbox"/>            | yes | <input checked="" type="checkbox"/> | no |
| E.     | <input checked="" type="checkbox"/> Governing Body Resolution... <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> LLC Resolution ..... | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| F.     | Subcontractor Certification .....                                                                                                                            | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |
| G.     | Statement of Adequacy of Accounting System .....                                                                                                             | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/>            | no |

\*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

**I. Grant Award Data and Signatures**

**Federal Award Information for Subaward**

Federal Awarding Agency: **National Park Service**  
 Federal Award Name: **Historic Preservation Fund**  
 Federal Award Identification Number (FAIN): **P18AF00117**  
 Federal Award Date: **10/1/17**  
 Total Amount of the Federal Award: **\$967,486.00**  
 Federal Award Project Description: **Certified Local Government Subgrant**  
 Indirect Cost Rate for Federal Award: **.2049**

|                                                     |                                         |
|-----------------------------------------------------|-----------------------------------------|
| <b>Grantee's Name:</b> (the "Grantee")              | <b>TOWNSHIP OF WEST ORANGE</b>          |
| Address:                                            | 66 Main Street<br>West Orange, NJ 07052 |
| Vendor ID #:                                        | 22-600-2396                             |
| DUNS # (required only for Federally-funded awards): | 060801172                               |
| Financial Officer's - Name:                         | John Gross                              |
| Title: (the "Chief Financial Officer")              | Chief Financial Officer                 |

|                                                                               |                                                      |
|-------------------------------------------------------------------------------|------------------------------------------------------|
| <b>The State of New Jersey (The "State")</b>                                  |                                                      |
| <b>Department of Environmental Protection (the "Department" or the "DEP")</b> |                                                      |
| Granting Agency's - name:                                                     | Historic Preservation Office (the "Granting Agency") |
| - address:                                                                    | Mail Code 501-04B, Historic Preservation Office      |
| Grant Officer's - name:                                                       | Jonathan Kinney (the "Grant Officer")                |
| email address:                                                                | jonathan.kinney@dep.nj.gov                           |
| phone number:                                                                 | 609-98-0141                                          |

**TITLE OF GRANT:** HE19-005 Township of West Orange - Architectural Survey

**AMOUNT OF GRANT:** \$24,500.00

| Total Project Funding | AMOUNT                 | STATE ACCOUNT NUMBER          | CFDA NUMBER/ CFDA TITLE |
|-----------------------|------------------------|-------------------------------|-------------------------|
| Source of Funds       | State General Fund     |                               |                         |
|                       | Federal                | \$24,500.00                   | 15.904                  |
|                       | Grantee                |                               |                         |
|                       | Other (identify below) |                               |                         |
|                       | \$ 24,500.00           | TOTAL APPROVED PROJECT AMOUNT |                         |

Total Amount of Federal Funds Obligated to Subrecipient, including Current Obligation: \$ 24,500.00

Total Amount of Federal Award Committed to Subrecipient: \$ 24,500.00

**WORK PERIOD:** The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "Work Period" for this grant commences on 10/1/2018 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 12 months thereafter, until 9/30/2019. Grant funds may be used only to satisfy obligations which arise during the Work Period.

**PURPOSE AND AUTHORITY:** Grant Project to be funded: Architectural Survey - Upper Gregory Neighborhood

Statutory Authority for this Grant: N.J.S.A. 13: 1D-9(r), 13:1B-15: 100et.seq., 13:1B-15.101(g)(h)(i),  
13:1B-15.105, 13:1B-15.108, 13:1B-15.110

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the Work Period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXV constitute the General Terms and Conditions portion of this agreement.

05/18

STATE AND GRANTEE APPROVAL SIGNATURES

## APPROVED AS TO LEGAL FORM

For the State: \*

For the Grantee \*\*

(signature)

(signature)

**John Kuehne**

, Deputy Attorney General

(print name)

\_\_\_\_\_, Attorney for Grantee

(print name)

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

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

\* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☒ has not been provided to the Granting Agency by the Deputy Attorney General.

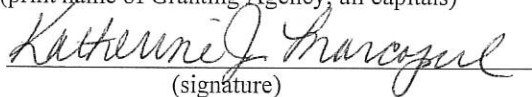
\*\* Approval of this agreement by an attorney for Grantee is ☐ mandatory ☒ optional

## APPROVAL OF GRANTING AGENCY

**Historic Preservation Office**

(print name of Granting Agency; all capitals)

By:


  
(signature)
**Katherine J. Marcopul**

(print name)

**Administrator**

(print title)

Date: 1/8/2019EXECUTION SIGNATURES

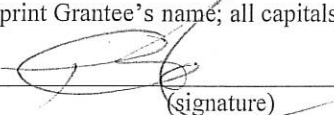
By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

**TOWNSHIP OF WEST ORANGE**

(print Grantee's name; all capitals)

By:


  
(signature)

Robert D. Parisi

(Print name)

Mayor

(print title)

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

COUNTERSIGNED:

**THE STATE OF NEW JERSEY**

By: The DEP

By:

\_\_\_\_\_

(signature)

Ray Bukowski

(print name)

Assistant Commissioner - Natural and Historic Resources

(print title; Commissioner or authorized delegate)

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



## II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the Department to award this grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained pursuant to this agreement, that it shall comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies in the performance of this agreement. Failure to comply with such laws, rules, regulations, and policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

### A. Prevailing Wage and Public Works Contractor Registration Acts

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this agreement if this agreement is within the contemplation of the Act. If applicable, the Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. The Grantee also represents and warrants that both it and any subcontractors it might employ to perform the work covered under this agreement shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

If applicable:

1. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives. State wage rates may be obtained from the New Jersey Department of Labor and Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor and Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html). The State wage rates in effect at the time of this award are part of this agreement, pursuant to N.J.S.A. 34:11-56.25, et seq.
2. If it is found that any worker has been paid a rate of wages less than the prevailing wage, the Department may terminate the Grantee's or its subcontractors' right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion or otherwise.

### B. Laws Against Discrimination

The Grantee shall comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

The Grantee shall not discriminate, and shall abide by all anti-discrimination laws, including Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; and all rules and regulations promulgated pursuant thereto.

Other laws may impose additional non-discrimination requirements with which the Grantee must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

### C. Laws Prohibiting Solicitation

If applicable, the Grantee represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

### D. The Worker and Community Right to Know Act

The Grantee shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

### E. Licenses and Certifications

The Grantee warrants that it will obtain and maintain during the term of this agreement all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this agreement.

F. Federal Requirements

The following requirements issued by the United States are, by this reference, incorporated as standards and procedures used by the Department and made part of this agreement, as applicable:

1. United States Office of Management and Budget ("OMB") Guidance for Grants and Agreements (2 CFR Parts 25, 170, 175, 176, 180, 182, 200);
2. Federal Agency Regulations for Grants and Agreements (e.g. 2 CFR Part 1500 for the U.S. E.P.A.);
3. Federal Agency Regulations (e.g. 40 CFR for the U.S. E.P.A.); and,
4. OMB Circular A-133 Compliance Supplement.

G. State Requirements

The following documents issued by the State of New Jersey, Department of the Treasury, Office of Management and Budget are, by this reference, incorporated as standards and procedures used by the Department and made part of this agreement:

1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
2. State Grant Compliance Supplement, available at <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

H. Miscellaneous

The Grantee represents and warrants that, if applicable:

1. it is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations); and,
2. it is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 each accident as a combined single limit.
- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, agents, servants, successors, assignees, and employees from and against any damage, claim, demand, liability, judgment, cause of action, suit, loss, expense, or cost, including, where the agreement is funded in whole or part by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement, regardless of whether such performance was undertaken by the Grantee, its officers, directors, agents, servants, employees, contractors, subcontractors, invitees, or any other person at its request, subject to its direction, or on its behalf. The Grantee shall immediately notify the State of any damage. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.



**V. Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F - Subcontractor Certification, to be provided, as applicable.
- B. The Grantee shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate as designated in Section IX of Attachment A - Authorizations and Disclosures.
- C. The Grantee shall be responsible for the subcontractor's performance, compliance with all applicable terms, conditions and requirements of this agreement, and compliance with all applicable laws.
- D. The Grantee shall be responsible for any claims arising out of any subcontract hereunder, and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.
- E. If applicable, the Grantee shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- F. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract between the Department and any of the Grantee's contractors or subcontractors.

**VI. Availability of Funds**

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The Grantee recognizes and agrees that both the initial provision of funding and any continuation of such funding under this agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, Federal revenue, or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the unavailability of funds or the State Legislature's failure to appropriate the necessary funds.
- B. The parties understand that, at this time, this agreement is either fully or partly funded, as designated in Section II of Attachment A – Availability of Funds.

**VII. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

**VIII. Property Management Standards**

Property furnished by the Department or acquired in whole or in part with Federal or Department funds, or whose cost was charged to a project supported by Federal or Department funds, shall be utilized and disposed of in a manner consistent with State and/or Federal requirements, as applicable.

**IX. Method of Payment**

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed Expenditure Report (Attachment C) and all invoices, bills, and other documents necessary to justify the payment.
  - 1. If authorized, advance payment will be made to the Grantee upon the execution of this agreement by the Department if the Grantee has submitted an Advance Payment Form (Attachment B-2) and a properly executed Expenditure Report.
  - 2. Progress payments shall be made by the Department on a periodic basis only upon receipt of a properly executed Expenditure Report. Payment shall be made either in fixed amounts as determined by the Department to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
  - 3. All or a portion of the grant may be withheld by the Department pending receipt of any required final report(s).
- B. Unless otherwise specified in this agreement, all Expenditure Reports must be submitted by the Grantee no later than thirty (30) days after the end of the Work Period.
- C. The Department shall withhold payment of any costs improperly incurred for failure to comply with the Scope of Services, State or Federal law, as applicable, or the terms and conditions of this agreement.
- D. Grantee may not use any grant funds to satisfy any obligation arising outside the Work Period of this agreement.

**X. Interest**

- A. The Grantee is required to deposit any advance payments received hereunder in insured accounts, whenever possible. The Grantee must maintain advance payments in interest-bearing accounts, unless this agreement is Federally-funded and one of the following applies:
  - 1. The Grantee receives less than \$120,000 in Federal awards per year.
  - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
  - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
  - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- B. If this agreement is Federally-funded, interest up to \$500 per year may be retained by the Grantee for administrative expense; any interest above \$500 per year must be remitted on a quarterly basis to the Department for return to the Federal government. If this agreement is funded by the State, interest above \$250 per year shall be reported to the Department, but may be retained by the Grantee unless otherwise provided pursuant to this agreement.

**XI. Allowable Costs**

- A. Use of Funds - Grant funds are to be used solely for the purpose(s) described in the approved project Scope of Services appended to this agreement (Attachment D), and may not be used to satisfy any obligation arising outside the Work Period of this agreement. Reimbursement may be obtained only for costs described in the Approved Project Budget appended to this agreement (Attachment B). The Grantee shall follow and comply with all applicable State and Federal laws governing the use of grant funds, and shall not utilize grant funds to undertake any activity for any purpose other than as set forth in this agreement.
- B. Disallowed Costs - Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails to timely return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Grantee is successful in its appeal, the accrued interest will be canceled.

**XII. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether Federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with Federal and State requirements.

**XIII. Program Income**

"Program income" means gross income earned by the Grantee that is directly generated from agreement-supported activities or earned as a result of the grant award during the Work Period. Such earnings include, but are not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the grant award, the sale of commodities or items fabricated under the grant award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant award funds.

Unless otherwise specified in this agreement, program income shall be anticipated to the extent possible and included in the Approved Project Budget (Attachment B) to offset the Total Project Amount. Program income that the Grantee did not anticipate at the time of the grant award must be used to reduce the grant award rather than increase the funds committed. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period, as part of the Grant Closeout Procedures in Section XX of this Part.

However, all program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under this agreement shall inure to the State pursuant to Subsection XXV(E) of this Part.

**XIV. Special Grant Conditions for "High Risk" Grantees**

A. A Grantee may be considered "high risk" if the Department determines that a Grantee:

1. Is not financially stable;
2. Has a history of unsatisfactory performance;
3. Has failed to comply with the terms and conditions of previous grant awards;
4. Has a financial management system that fails to meet the standards set forth in Section XV of this Part, below; or
5. Is not otherwise responsible.

The Department may also consider prior audit findings, the Grantee's management of prior grant awards, the extent to which any previously awarded grant funds will be expended prior to future awards, and the Grantee's ability to effectively implement statutory, regulatory, or other requirements applicable to performance under this agreement.

B. The Department may impose additional, specific, conditions upon Grantees that it considers to be "high risk." Such conditions or restrictions shall correspond to the high risk condition, and may include:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase of a project until receipt of evidence of acceptable performance within a given period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the Grantee to obtain technical or management assistance; or
6. Establishing additional prior approvals.

C. Should the Department decide to impose such conditions, the Department shall notify the Grantee as soon as possible, in writing, as to:

1. The nature of the special condition(s)/additional requirement(s);
2. The reason(s) why the special condition(s)/additional requirement(s) are being imposed;
3. If applicable, the corrective actions necessary to remove the special condition(s)/additional requirement(s), and the time allowed for completing such actions; and,
4. The method by which the Grantee may request reconsideration of the additional requirements imposed.

D. The Department shall promptly remove any special condition(s)/additional requirement(s) once the conditions that prompted them have been corrected.

**XV. Financial Management System**

A. The Grantee shall be responsible for maintaining an adequate financial management system, which shall provide for:

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, name of the Federal agency, and name of the pass-through entity, if any.

2. Accurate, current, and complete disclosure of the financial results of each project, agreement, or contract. For Federally-funded agreements, such disclosures shall be made in accordance with the reporting requirements set forth in 2 CFR 200.327 and 2 CFR 200.328.
  3. Records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.
  4. Effective internal and accounting controls over, and accountability for, all funds, property, and other assets. The Grantee must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
  5. Comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B - Approved Project Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information.
  6. Accounting records that are supported by source documentation.
  7. Written procedures that minimize the time elapsing between the transfer of funds from the Department and the disbursement by the Grantee and, for Federally-funded agreements, implement the requirements of 2 CFR 200.305.
  8. Written procedures for determining reasonableness, allowability, and allocability of costs, consistent with the provisions of State and Federal requirements, as applicable, including Subpart E of 2 CFR 200 – Cost Principles, the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, and the terms and conditions of this agreement.
- B. By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein and, for Federally-funded agreements, is consistent with Subpart E of 2 CFR 200 – Cost Principles, supports the accumulation of costs as required by those principles, and provides for adequate documentation to support costs charged to this agreement. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System, to be made as an attachment to this agreement. A Statement of Adequacy of Accounting System ☒ is ☐ is not required as part of this agreement.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's system does not meet the standards described in Subsection A of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

**XVI. Financial and Performance Reporting**

- A. The Grantee shall submit Expenditure Reports (Attachment C) on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Grantee's Financial Officer.
- B. The Grantee shall submit performance reports on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting. Performance reports shall present the following information for each task under this agreement:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D- 1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
  2. reasons why established goals were not met or tasks were not completed as scheduled, if appropriate, and
  3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- Performance reports shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task. Additionally, performance reports for Federally-funded agreements shall be completed in accordance with 2 CFR 200.328.
- C. The Grantee shall submit final Expenditure and performance reports on its overall performance under this agreement, as prescribed in Section VI of Attachment A – Financial and Performance Reporting.

- D. Extensions of reporting due dates may be granted upon written request to the Department.
- E. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement.
- F. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

**XVII. Monitoring Performance**

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the following Attachments: D - Scope of Services; D-1 - Project Requirements; and D-2 - Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
  - 1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and
  - 2. Favorable developments or events which enable meeting time schedules and goals sooner or at less cost than anticipated, or producing more or different beneficial results than originally planned.
- C. The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily, the Department may require remedial measures necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

**XVIII. Audit Requirements**

- A. All agreements are subject to audit by the State, including by the State Comptroller and the Department. This agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment under this agreement. Any such audit must be made in accordance with applicable Federal and State requirements. The Grantee shall comply with applicable Federal and State requirements for auditees.
- B. If the Grantee expends a total of \$750,000 or more in Federal financial assistance or State financial assistance within the Grantee's fiscal year, the Grantee must have an annual single audit or program-specific audit performed in accordance with Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.

Grantees that expend less than \$750,000 in Federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or Federal financial assistance within their fiscal year must have either a financial statement audit or a program-specific audit performed in accordance with Generally Accepted Government Auditing Standards, Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.
- C. The Grantee is responsible for follow-up and corrective action on all audit findings. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. Copies of all audit reports involving this agreement must be sent to the Department's Internal Audit Unit at PO Box 420, 428 East State St, Trenton, NJ 08625-0420 and the Granting Agency identified in Section I of this agreement, Grant Award Data and Signatures.
- E. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.



**XIX. Grant Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section VIII of Attachment A - Agreement Amendment. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exceptions: If the amendment is of the type described in Subparagraph A, B, C, or D, below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. Any amendment to the Scope of Services to be performed by the Grantee, including any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total agreement amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, Work Period, objective, or deliverables, and, for Federally-funded agreements, provided that such costs are allowable and that the transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. If the total agreement amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
  1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular final cost objective or that can be directly assigned to activities relatively easily with a high degree of accuracy.
  2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the Approved Project Budget and the Scope of Services so that they fairly reflect anticipated project expenditures and progress if:
  1. The Department notifies the Grantee that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
  2. The Department notifies the Grantee at least thirty (30) days in advance of any reduction,
  3. After consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
  4. The Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the Work Period or the due date of the final report in increments of six months or less, but not beyond any applicable time period for expending the source of funding. Written justification and documentation evidencing the need to extend the Work Period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the Work Period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed Grantee substitutions to the personnel and/or subcontractors identified and approved for this agreement, provided that, for Federally-funded agreements, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. The Grantee must submit a written request to the Department which includes:
  1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
  2. Vitae/credentials which demonstrate that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
  3. A declaration that the substitution will be provided at no additional cost to the State.

**XX. Closeout Procedures**

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

- A. The Grantee shall submit all reports as required and within the timeframes prescribed by this agreement. The Department may permit extensions when requested in writing by the Grantee.
- B. Unless otherwise specified, the Grantee shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this agreement.
- C. The Grantee shall, within thirty (30) days of the end of the Work Period, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Approved Project Budget (Attachment B).
- D. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- E. The Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from an audit conducted in accordance with Section XVIII of this Part – Audit Requirements.
- F. The Grantee shall account for any property acquired with agreement funds or received from the Department in accordance with Section VIII of this Part - Property Management Standards.
- G. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period.
- H. The Grantee shall comply with any additional Federal closeout procedures applicable to this agreement, and the Department retains the right to request any additional information necessary to close out this project.
- I. The Department may retain any final grant payment until the closeout procedure is completed on the part of the Grantee.

**XXI. Termination, Expiration, and Suspension**

- A. The following definitions shall apply for the purposes of this Section XXI, Termination, Expiration, and Suspension.
  1. Termination - The "termination" of this agreement shall mean the cancellation of assistance, in whole or in part, any time prior to the end of the Work Period.
  2. Expiration Date - The "expiration date" of this agreement is the date upon which the parties have fully performed under this agreement, or any applicable timeframe for expending the source of funding has expired.
  3. Suspension - The "suspension" of this agreement shall mean a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision by the Department to terminate this agreement.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action, or decide to terminate this agreement in accordance with Subsection XXI(D), below.
- C. Notwithstanding any provision or language in this agreement to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon written notice to the Grantee.
- D. If the Department determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may terminate this agreement, in whole or in part, upon written notice to the Grantee.
- E. If the Department suspends or terminates this agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this agreement not been suspended or terminated.
- F. The Department and the Grantee may terminate this agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the date on which the termination shall take effect and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

- G. The closeout procedures described in Section XX of this Part - Closeout Procedures, shall apply in all cases of termination of this contract.

**XXII. Access to Records**

- A. The Grantee agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded agreements, any Federal agency whose funds are expended in the course of this agreement, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations under this agreement.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent certified public accountants or municipal accountants hired by the Grantee to perform such audits.
- E. The provisions of this Section XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

**XXIII. Record Retention**

- A. The Grantee shall retain records relevant to this agreement, including financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this agreement, or such longer period as any applicable State or Federal statute may require, except:
1. If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  2. Records for nonexpendable property acquired with Federal or Department funds shall be retained for seven (7) years after final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value, and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.
- C. The provisions of this Section XXIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

**XXIV. Approvals and Authorizations**

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency, or of the municipality or county, authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution, or authorization is received.
- C. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.



**XXV. Miscellaneous Provisions**

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be: (1) the General Terms and Conditions of this agreement; (2) the Project Requirements (Attachment D-1), (3) any State Agency application form or specific correspondence describing the project and/or soliciting a Grantee proposal; (4) the Scope of Services (Attachment D); and (5) the Grantee's proposal (Attachment D-2). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this agreement.
- C. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by this agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- D. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in this agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- E. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention, apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- F. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- G. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- H. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement, which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- I. Successors and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assignee of the Grantee.
- J. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- K. Notices: All notices, certificates, and other documents ("notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and, if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- L. Waiver of Breach: A waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- M. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- N. Waiver of Jury Trial: In the event of litigation, the Grantee waives any right it may have to a trial by jury.
- O. Change in Tax Status: Unless a government agency, the Grantee shall notify the Department immediately should there be any change or expected change in the Grantee's tax status as recognized by the U.S. Internal Revenue Service.

- P. Change in Ownership: If, during the term of this agreement, the Grantee shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Grantee shall provide notice to the Department in the manner provided by this agreement within thirty (30) days of said change, and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this Subparagraph shall constitute cause for termination in accordance with Section XXI of this Part.
- Q. Applicability of Provisions Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF WEST ORANGE  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005

**ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS**

This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of Part 1 of this agreement - General Terms and Conditions. Any modifications to the General Terms and Conditions of this agreement are set forth in Section XII, below.

**I. Insurance** (See Section III of the General Terms and Conditions of this agreement - Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☒ insurance
- ☐ self-insurance
- ☐ not required

2. automobile liability

- ☒ insurance
- ☐ self-insurance
- ☐ not required

3. worker's compensation

- ☒ insurance
- ☐ self-insurance
- ☐ not required

4. employer's liability

- ☒ insurance
- ☐ self-insurance
- ☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
- ☒ will be forthcoming within 30 days after the effective date of this agreement.
- ☐ are not required

**NOTE:** No payment can be made until the Department has received acceptable documentation of these required coverages.

**II. Availability of Funds** (See Section VI of the General Terms and Conditions of this agreement - Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, this agreement is

- ☒ fully funded.
- ☐ partially funded in the amount of \$

**III. Method of Payment** (See Section IX of the General Terms and Conditions of this agreement - Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2 - Advance Payment, is  
☐ authorized for \$  
☒ not applicable.
- B. Progress payments  
☐ shall be made on a \_\_\_\_\_ (e.g. mo./qtr./deliverable) basis for \$ \_\_\_\_\_ per payment.  
☐ shall be based on actual expenditures submitted on a \_\_\_\_\_ (e.g. mo./qtr.) basis accompanied by receipts.  
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.  
☐ are not applicable.
- C. Final payment of \_\_\_\_\_ (amount or description)  
☒ shall be withheld pending receipt of all final reports.  
☐ is not applicable.  
☐ (other, specify)

**NOTE:** No payment can be made unless an Expenditure Report (Attachment C) is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.

**IV. Matching and Cost Sharing Requirements** (See Section XII of the General Terms and Conditions of this agreement - Matching and Cost Sharing Requirements.)

- ☐ The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures, and described further in Attachment B - Approved Project Budget.  
☒ Matching and cost sharing requirements do not apply.

**V. Certification of Adequacy of Accounting System** (See Section XV of the General Terms and Conditions of this agreement - Financial Management System.)

- A. Attachment G - Statement of Adequacy of Accounting System  
☒ must be completed by the Financial Officer identified in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures.  
☐ is not required.
- B. Expenditure Reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on  
☐ a cash basis.  
☒ an accrual basis.  
☐ modified accrual basis.  
☐ (other, specify)

**VI. Financial and Performance Reporting** (See Section XVI of the General Terms and Conditions of this agreement - Financial and Performance Reporting.)

- A. All Expenditure Reports must be certified by the Financial Officer.
- B. Periodic Expenditure Reports shall be submitted  
☐ on a \_\_\_\_\_ (e.g. mo./qtr.) basis, no later than \_\_\_\_\_ days immediately following the end of the reporting period.  
☒ (other, specify) In accordance with Attachment D Schedule, but no later than the due date of the final Expenditure Report.
- C. Performance reports shall be submitted on a periodic (e.g. qtr./annual) basis. These reports should be submitted no later than \_\_\_\_\_ days after the end of each reporting period.
- D. Final Expenditure and performance report, shall be submitted by the Grantee no later than 30 days after  
☒ the Grantee's completion of all agreement tasks  
☐ the end of the Work Period

**VII. Audit Requirements** (See Section XVIII of the General Terms and Conditions of this agreement - Audit Requirements.)

A. Pursuant to State and Federal Requirements, the Grantee is

- ☐ required to have an annual single audit or program-specific audit (expenditures  $\geq$  \$750,000/fiscal year)  
☐ required to have a financial statement audit or program-specific audit (expenditures between \$100,000-\$749,999/fiscal year)  
☒ not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures  $<$  \$100,000/fiscal year)

B. The Department's records show the Grantee's fiscal year ends on 09/30 . The Grantee shall notify the Department immediately if this date is incorrect or is changed.

C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 420, 428 East State St., Trenton, NJ, 08625-0420 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

**VIII. Agreement Amendment** (See Section XIX of the General Terms and Conditions of this agreement - Agreement Amendment.)

All revisions and modifications must be submitted, in writing, to (name) Jonathan Kinney , (title) Historic Preservation Specialist 2 or the successor to that position (the "Grant Officer").

**IX. Authorizations and Disclosures** (See Section XXIV of the General Terms and Conditions of this agreement - Approvals and Authorizations.)

A. The Grantee is

- ☒ a local government agency.  
☐ a New Jersey corporation.  
☐ an out-of-state corporation.  
☐ (other, specify).

B. Appended hereto as Attachment E - Governing Body Resolution, Corporate Resolution or LLC Resolution, is

- ☒ a governing body resolution.  
☐ a corporate resolution.  
☐ an LLC resolution.  
☐ no resolution.

C. A Business Registration Certificate for Grantee's subcontractors to do business in New Jersey

- ☒ will be submitted.  
☐ is not applicable.

NOTE: No payment can be made until the Department has received all documents required under this Section IX, Authorizations and Disclosures

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

**X. Modifications to General Terms and Conditions**

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section X, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first four pages.

- ☐ This Section X does not contain modifications to the General Terms and Conditions of this agreement.
- ☒ This Section X does contain modifications to the General Terms and Conditions of this agreement, as follows, and Attachment A now comprises 9 pages.

See attached Modifications: Pages 5-9

Grant Identifier: HE19-005  
Township of West Orange, Architectural Survey – Upper Gregory Neighborhood

**X. Modifications to General Terms and Conditions**

- A. Special Availability of Funds: Notwithstanding anything to the contrary in Section VI of the General Terms and Conditions of this Agreement, Grantee may charge to the project only costs incurred during the period defined in the Attachment D, Schedule. Administrative and all project costs must be documented in accordance with the Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants (hereinafter referred to as the Guidelines) and must be in compliance with the budget contained in Attachment B.
- B. Special Method of Payment Conditions: Notwithstanding anything to the contrary in section IX of the General Terms and Conditions of this Contract the Grantee shall be entitled to reimbursement for eligible costs in accordance with the regulations policies and procedures of the National Park Service in the Department of the Interior, the Office of Management and Budget, the General Services Administration, and the Historic Preservation Office (HPO) in the New Jersey Department of Environmental Protection. The Grantee will pay all salaries and expenses and submit to the Department appropriate documentation as per the above mentioned Guidelines to substantiate and certify all costs incurred. The Grantee shall be entitled to reimbursement for up to one hundred percent (100%) of eligible and appropriately documented costs, however, compensation shall not exceed the authorized grant award. The Grantee must submit appropriate documentation for payment of expenses, in accordance with the budget outlined in Attachment B, not more than three (3) times during the period of the agreement.
- C. Special Limitations on Use of Funds: Grant funds must be used only for allowable costs as defined in the project budget contained in Attachment B, Administrative and Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants, and NPS-49.
- D. Final Disposition of Materials: Notwithstanding anything to the contrary in the General Terms and Conditions of this agreement, the Grantee shall, at the conclusion of the project, submit to the Department all work products and materials resulting from the project undertaken pursuant to this agreement. These work products shall include, but not be limited to, all photographic negatives and prints, completed survey forms, maps, and final reports. Except as otherwise provided by the General Terms and Conditions of this agreement, the Grantee is free to copyright any survey or planning materials developed in the course of this project. However, the State and Federal agencies reserve hereby a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for public information and governmental purposes. This provision shall not be construed to allow any person performing services pursuant to the terms of this agreement to copyright materials resulting from the survey or planning work described herein except in the name and on behalf of the Grantee. Any publication including audio visual materials generated by the project shall acknowledge that information contained therein was made possible by a grant-in-aid from the U.S. Department of the Interior, National Park Service administered by the Historic Preservation Office, Department of Environmental Protection in accordance with Attachment D-1.
- E. Budget Revision and Modification: Notwithstanding anything to the contrary in Section XVI of the General Terms and Conditions and Attachment A, Section IX of this agreement, the Grantee shall request, in writing, the approval of the Administrator or Grant Officer designated in



Attachment A, Section VIII when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, program income, key personnel, timing of the project or obtaining the services of a third party to perform activities which are central to the purpose of the awards.
2. The need for additional funding or to extend the period of availability of funds.
3. Revisions to the approved budget categories exceeding ten percent (10%) required prior written approval from the Department. The Department reserves the right to reject any direct costs in excess of ten percent (10%) of the budget figures specified in Attachment B of this agreement which have not been approved thirty (30) days prior to the grant end date.

- F. Requirements As To Time: Notwithstanding anything to the contrary in Section XVIII of the General Terms and Conditions or any other parts of this agreement, time is of the essence with respect to the deadlines established within this agreement. Actions and conduct on the part of the Grantee contrary to the deadlines shall allow the Department to exercise its rights under termination and suspension therein, except that the notice requirement therein shall be reduced to ten (10) days rather than the thirty (30) days stated.

Therefore, if the Grantee fails to submit project initiating documentation which is acceptable to the Department or fails to begin or complete the project within the time periods specified in this agreement, or fails to meet interim payment and reporting schedules, then any such failure shall be considered good cause for termination of this agreement. In such event, all finished and unfinished documents, data, studies, and reports prepared by the Grantee under this agreement shall, at the option of the Department, become the Department's property and the Grantee shall be entitled to reimbursement in accordance with Section IX of the General Terms and Conditions of this agreement for any satisfactory work completed. Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the agreement. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- G. Subcontractor Certification: Notwithstanding anything to the contrary in Section V of the General Terms and Conditions or in Attachment F of this agreement, the Grantee hereby agrees to include the Subcontractor Certification (Attachment F) as part of any contract executed with any and all subcontractors or consultants and submit the entire contract including signed Subcontractor Certification, and the support documentation outlined in Attachment D-1 to the HPO for review and written approval before proceeding in conformance with Section V of the General Terms and Conditions of this agreement.
- H. Lobbying With Appropriated Funds: Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by an enactment of Congress, shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation of appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the



Congress, commonly referred to as "lobbying" are unallowable as charges to National Park Service assisted grants.

- I. **Discrimination:** The Grantee shall not discriminate against any employee engaged in the work required to produce the services covered by this agreement, or against any applicant for such employment because of age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap and will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap. This provision shall include but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and the selection for training including apprenticeship. The Grantee shall insert a similar provision in all subcontracts. The parties to this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them to negligence, fault, or default of the Grantee. The Grantee's liability under this Agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from any act occurring prior to termination. Grantee shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or nation or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 101-6106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.O. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental of financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- J. **Debarment and Suspension:** The Grantee shall comply with Executive Order 12549 as implemented in the United States Department of the Interior regulation, 43 CFR 12.100 through 12.510, Subpart-D-Government-wide Department and Suspension (Non-procurement). Organizations and individuals suspended or barred from doing business are listed in Lists of Parties Excluded from Federal Procurement or Non-procurement Programs. The Grantee shall complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, Attachment H. A telephone inquiry answering service is available General Service Administration's (GSA's) Office of Acquisition Policy for general questions about entries in List of Parties. The number to call either during or after normal business hours is (202) 786-0688.
- K. **MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS SERVICES AND PROFESSIONAL SERVICES CONTRACTS** P.L. 1975, c. 127 (N.J.A.C. 17:27)

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 or sex. 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 or 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 or sex;

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations 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 make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may

be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

- L. Audit: The Grantee shall comply with 2 CFR Part 200. Further, the Grantee shall submit a Data Collection Form For Reporting On Audits Of States, Local Governments and Non-Profit Organizations (Form SF-SAC) and one (1) copy of the signed reporting package shall be submitted, where applicable, to the National Park Service within 30 days of the completed audit.

GRANT AGREEMENT  
BETWEEN  
**TOWNSHIP OF WEST ORANGE**  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
  
GRANT IDENTIFIER: HE19-005

**ADDITIONAL PROVISIONS FOR FEDERALLY FUNDED AGREEMENTS**

**I. Required Certification**

The Grantee shall include the following certification, signed by an official who is authorized to legally bind the Grantee, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this agreement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**II. Requirement for Data Universal Numbering System (DUNS) number**

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a subaward from the Department unless the entity has provided its DUNS Number to the Department.

**III. Federal Funding Accountability and Transparency Act Reporting**

A. The Grantee shall report the names and total compensation of each of the Grantee's five most highly compensated executives for the Grantee's preceding completed fiscal year, if:

1. In the Grantee's preceding fiscal year, the Grantee received:
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

B. Such reporting shall be made, to the Department, upon the Grantee's execution of this agreement.

C. Definitions applicable to this reporting requirement can be found at Appendix A to 2 CFR Part 170.

**IV. Debarment and Suspension**

- A. The Grantee shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Grantee enters into a covered transaction at the next lowest tier.
- B. The Grantee acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this agreement, or pursuit of legal remedies, including suspension and debarment.

**V. Restrictions on Lobbying**

- A. The Grantee agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Grantee and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Grantee and all lower tier subrecipients shall certify and disclose accordingly:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Grantees and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

**VI. Trafficking Victim Protection Prohibition Statement**

- A. As a subrecipient of a Federal award, the Grantee, if a private entity, must comply with the following award term:
  - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.

**VII. Eligible Workers**

- A. The Grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). The Grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this agreement.
- B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

**VIII. Drug Free Workplace Compliance**

If applicable, the Grantee certifies that it shall comply with the Drug Free Workplace Act of 1988, as amended, 2 CFR Part 182 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), and the appropriate Federal Agency Regulations for Grants and Agreements, whichever would be applicable under Federal law, regarding Drug Free Workplace compliance. Further, the Grantee shall require compliance, if applicable, from contractors, subcontractors, subrecipients, or third parties otherwise providing services.



**IX. Equal Employment Opportunity**

If this agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

A. During the performance of this agreement, the Grantee agrees as follows:

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Grantee's legal duty to furnish information.
4. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Grantee will include the portion of the sentence immediately preceding Subparagraph (A)(1) and the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to an subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

**X. Federal Labor Standards**

To the extent applicable, the Grantee shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Grantee and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Grantee and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Grantee and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Grantee hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Grantee and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Grantee and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Grantee and its subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**XI. Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Grantee or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Grantee or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**XII. Environmental Regulatory Compliance**

- A. The Grantee shall not begin any implementation work under this agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. 4321, et seq., its implementing regulations, 40 CFR Part 1500-1508, and other applicable Federal Agency NEPA requirements. Further, the Grantee shall not begin any implementation work under this agreement until compliance with the Endangered Species Act, 16 U.S.C. 1531, et seq., and the National Historic Preservation Act, 16 U.S.C. 470, et seq., if applicable, is completed.
- B. The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**XIII. Procurement of Recovered Materials**

Any Grantee that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XIV. Federal Funding of Conferences**

The Grantee certifies that no Federal funds shall be used to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities or services of, a place of public accommodation that does not meet the requirements of the fire prevention and control guidelines described in section 29 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2225).

**XV. Additional Provisions**

N/A



**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF WEST ORANGE  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005  
APPROVED PROJECT BUDGET**

| EXPENSE CATEGORY                           | TOTAL BUDGET | FEDERAL      | STATE   | GRANTEE ("MATCH") | OTHER   |
|--------------------------------------------|--------------|--------------|---------|-------------------|---------|
| A. Personnel Costs                         |              |              |         |                   |         |
| Salaries                                   | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| Fringe Benefits                            | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| B. Consultants and Subcontractors          | \$ 24,500.00 | \$ 24,500.00 | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| C. Other Costs<br>Specify below            |              |              |         |                   |         |
| ■                                          | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| ■                                          | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| ■                                          | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| ■                                          | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| ■                                          | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| D. Audit                                   | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| Subtotal Direct Costs                      | \$ 24,500.00 | \$ 24,500.00 | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| Less Program Income<br>(enter as negative) | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| Total Direct Costs                         | \$ 24,500.00 | \$ 24,500.00 | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| Indirect Costs<br>(indicate rate: 0.00% )  | \$ 0.00      | \$ 0.00      | \$ 0.00 | \$ 0.00           | \$ 0.00 |
| TOTAL PROJECT AMOUNT *                     | \$ 24,500.00 | \$ 24,500.00 | \$ 0.00 | \$ 0.00           | \$ 0.00 |

\* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. Grant Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 1)

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" column for a total of \$ 24,500.00  
☐ the sum of "Federal" and "State" columns for a total of \$  
☐ the sum of "Federal", "State" and "Other" columns for a total of \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☒ Attachment D - Scope of Services, on page(s) all  
☐ Attachment D-2 - Grantee's Proposal, on page(s)  
☐ Attachment B-1 - Itemization and Justification of Budget, comprising 1 page(s).

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF WEST ORANGE**

(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE19-005

**EXPENDITURE REPORT: For the period beginning** 10/1/2018 **and ending** 9/30/2019

| EXPENSE CATEGORY                        | APPROVED PROJECT BUDGET | PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES | EXPENDITURES INCURRED DURING THE CURRENT PERIOD | CUMULATIVE EXPENDITURES | UNEXPENDED BALANCE |
|-----------------------------------------|-------------------------|---------------------------------------------|-------------------------------------------------|-------------------------|--------------------|
| A. Personnel Costs                      |                         |                                             |                                                 |                         |                    |
| Salaries                                | \$ 0.00                 |                                             |                                                 |                         |                    |
| Fringe Benefits                         | \$ 0.00                 |                                             |                                                 |                         |                    |
| B. Consultants and Subcontractors       | \$ 24,500.00            |                                             |                                                 |                         |                    |
| C. Other Costs                          |                         |                                             |                                                 |                         |                    |
| Specify below:                          |                         |                                             |                                                 |                         |                    |
| ▪                                       | \$ 0.00                 |                                             |                                                 |                         |                    |
| ▪                                       | \$ 0.00                 |                                             |                                                 |                         |                    |
| ▪                                       | \$ 0.00                 |                                             |                                                 |                         |                    |
| ▪                                       | \$ 0.00                 |                                             |                                                 |                         |                    |
| ▪                                       | \$ 0.00                 |                                             |                                                 |                         |                    |
| D. Audit                                | \$ 0.00                 |                                             |                                                 |                         |                    |
| Subtotal Direct Costs                   | \$ 24,500.00            |                                             |                                                 |                         |                    |
| Less Program Income (enter as negative) | \$ 0.00                 |                                             |                                                 |                         |                    |
| Total Direct Costs                      | \$ 24,500.00            |                                             |                                                 |                         |                    |
| Indirect Costs (indicate rate 0.00% )   | \$ 0.00                 |                                             |                                                 |                         |                    |
| TOTAL PROJECT AMOUNT                    | \$ 24,500.00            |                                             |                                                 |                         |                    |

**CERTIFICATION BY FINANCIAL OFFICER**

I certify that the above expenditures for the period are accurate as stated, that all procurements or expenditures for which payment is requested have been made in accordance with the standards contained in this agreement as well as all applicable Federal and State laws, and that each obligation for which an expenditure is listed arose during the Work Period.

**CERTIFICATION FOR FEDERALLY-FUNDED AGREEMENTS**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State and/or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

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

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

Name: John Gross

Title: Chief Financial Officer

**GRANT AGREEMENT  
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AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005**

**SCOPE OF SERVICES**

The Scope of Services for this agreement incorporates the Grantee's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-1 - Project Requirements; and any modifications, amendments, and additions thereto. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1 - Project Requirements, (2) Attachment D - Scope of Services, (3) Attachment D-2 - Grantee's Proposal. This Attachment D comprises 3 pages, including this pages.

In accordance with the terms and conditions of this Agreement, Grantee shall produce an intensive-level architectural survey of a minimum of 100 historic properties in the Upper Gregory neighborhood with all surveyed resources documented individually and/or as part of a historic district (Architectural Survey). Grantee shall engage, in compliance with all applicable federal, state, and local procurement laws, the services of an Architectural Historian qualified in accordance with the National Park Service Secretary of the Interior's Professional Qualification Standards for Architectural History (48 FR 44738-9).

Under the direction of the Architectural Historian and with active participation and assistance by the West Orange Historic Preservation Commission, Grantee shall prepare the Architectural Survey in accordance with the HPO Guidelines for Architectural Survey (Guidelines). The survey data will be gathered using a database application provided by the HPO and mapping will be based on GIS data. Before beginning any project-related work, the HPO staff shall meet with the Grantee's consultant and provide the consultant with the appropriate database/GIS material and related training as needed. The results of the Architectural Survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort (Report).

Information generated from the Architectural Survey will enable the Grantee's Planning Board, Zoning Board of Adjustment and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the West Orange Historic Preservation Commission in making reasonable, consistent, and justifiable decisions when reviewing proposed alterations to the historic properties.

The following products shall be produced as part of the survey effort:

**I. Architectural Survey Documentation**

The Architectural Survey shall include:

**Survey Forms**

- Preparation of HPO approved forms for a minimum of 100 historic properties. All forms must be submitted in electronic and hard copy (unbound and in color). The electronic copy must be submitted as a Microsoft Access database as provided by the HPO. Hard copy survey forms are generated from the database.



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GRANT IDENTIFIER: HE19-005

SCOPE OF SERVICES Continued

- The "Description" field of each property's survey form shall, at a minimum, include a date of construction, architectural description, list of character-defining features, and summary of the property's history and development. The description field should have three paragraphs. The first paragraph should be an architectural description of the building. This description should identify whether the building has been elevated or otherwise altered for flood protection. The second paragraph should be a brief narrative history of the building. The third paragraph should include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district – and must include a persuasive and well-reasoned rationale for those recommendation.
- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible
- Assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s)

Photography

- Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph shall appear on the Base Survey Form for the subject property).
- Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
- Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300dpi).

GIS Mapping

- GIS Mapping shall be based on existing digital parcel maps to be provided by HPO.
- Digital submissions must include separate ArcGIS Geodatabase feature classes in the data structure provided by the HPO:
  - a) Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District Boundary shall overlay the municipal boundary exactly.
  - b) Property boundaries (polygons).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the DEP Mapping and Digital Data Standards (2013) available online at [http://www.nj.gov/dep/gis/assets/NJDEP\\_GIS\\_Spatial\\_Data\\_Standards\\_2013.pdf](http://www.nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf). All digital data shall be submitted on CD-ROM in the formats referenced above.
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. Prior to commencement of work, the location map will be generated by the HPO and shall be saved as a digital image in JPEG format that shall be included by the Consultant on the hard copy survey forms. +

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GRANT IDENTIFIER: HE19-005

SCOPE OF SERVICES Continued

**II. Intensive-level Survey Report**

The Grantee shall prepare the Report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report will be comprised of at least 30 pages of typewritten text (12-point font in a single-spaced format), not including survey forms, maps, photos and illustrations. The final report must be submitted to the HPO and West Orange Township in electronic and hard copy. The electronic copy must be submitted on CD-ROM as a Microsoft Word document and PDF.

**DELIVERABLES:**

**Draft**

For purposes of this Grant Agreement the Grantee shall produce two (2) black and white, unbound/unstapled hard copies of all draft survey products defined above. The HPO will receive one (1) complete hard copy set of the draft survey products and one electronic copy on a CD-ROM in accordance with the grant Schedule below.

**Final**

For purposes of this Grant Agreement the Grantee shall produce two (2) color, unbound/unstapled hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products and one electronic copy on CD-ROM in accordance with the grant Schedule below. The Grantee will retain one (1) complete hard copy of the survey products for local use.

**SCHEDULE:**

February 2019 – Grant Agreement will be fully executed by all involved parties.

February/March 2019: Grantee shall send out a Request for Proposals (RFP) to solicit from qualified consultants. HPO must review and approve the RFP prior to the Grantee entering into a contract.

March/April 2019: Grantee shall award a contract to a qualified professional or firm to perform the work detailed in the scope of services and shall submit the subcontractor certification form (Attachment F) to the HPO. The selected consultant shall meet with the HPO prior to the commencement of project-related work to obtain the appropriate database/GIS material.

June/July 2019: Grantee shall submit draft product, a draft report, and/or an interim Expenditure Report and request for reimbursement, if applicable, to the HPO.

9/30/19: All reimbursable project-related work must be completed.

10/15/19: Grantee shall submit all final project deliverables along with the required reimbursement documentation.



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GRANT IDENTIFIER: HE19-005**

**PROJECT REQUIREMENTS**

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. The Grantee shall comply with the requirements set forth below, as well as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

This Attachment D-1 comprises 3 page(s), including this page.

Grantee shall conduct all activities under this Agreement in accordance with the National Register Programs Guideline, the Secretary of the Interior's Standards and Guidelines for Preservation Planning, the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

Grantee shall maintain all documentation required by the above for audit purposes in accordance with the requirements of this Agreement.

All project personnel will meet 36 CFR 61 Professional Qualifications Standards.

Final products which do not conform to the terms and conditions of this Agreement shall not be eligible for reimbursement.

The Grantee shall maintain on file all items on the following Request for Proposal and Competitive Procurement Checklist:

1. Completed Subcontractor Certification (DEP-069 G, Attachment F).\*
2. Stockholder Disclosure.
3. Request for Proposal (RFP) Package.\*
4. Evidence that the Grantee has solicited Minority Business Enterprises, Women Business Enterprises, and Small Businesses. To qualify for these categories, the standards of eligibility established by the Department of Commerce and Economic Development must be met.
5. Copies of three (3) published Legal Notices with Affidavit(s) of Publication (including Affirmative Action Language).
6. List of bidders requesting RFP information.
7. List of proposals received for consideration.
8. Copies of top three (3) contenders' proposals.\*
9. Copies of all rejection letters.
10. Resolution of Acceptance.
11. Brief statement justifying the selection made.\*
12. Copy of draft contract (for HPO review and approval).\*



GRANT AGREEMENT  
BETWEEN  
**TOWNSHIP OF WEST ORANGE**  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE19-005

PROJECT REQUIREMENTS Continued

13. Copy of the fully executed contract (must be submitted before any reimbursements will be released).\*

Items denoted by an asterisk (\*) must be on file with the Department before any work under this Agreement is commenced.

The Grantee shall ensure that any employees of the Grantor, or U.S. Department of the Interior, National Park Service (NPS) performing any services, compensated or uncompensated, on Grantee's behalf under this Agreement have filed a Secondary Employment Form or Conflict of Interest Waiver with his/her primary employer. Confirmation that clearance has been approved by the primary employer must be submitted to the Historic Preservation Office (HPO) prior to the first scheduled reimbursement for this project. The Grantee is responsible for ensuring that all persons who have not obtained the required clearances do not participate in any grant-related activities. The failure of the Grantee to comply with this special condition may result in Termination, Expiration, and Suspension of the grant in accordance with Section XVIII of the General Terms and Conditions and Attachment A, Section XII, Modification, G. If the Grantee determines that no DEP or NPS personnel are participating in any grant or grant-related activities, a written statement confirming that there are no DEP or NPS personnel shall be provided in lieu of the Secondary Employment Form(s) or Conflict of Interest Waiver(s).

The Grantee shall incorporate the Historic Preservation Office logo and following acknowledgments in all printed materials, publications and reports prepared and/or printed as a result of grant assistance under this Agreement:

This [printed material, publication, or report] has been financed in part with the federal funds from the National Park Service, U.S. Department of the Interior, and administered by the New Jersey Department of Environmental Protection, Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the U.S. Department of the Interior.

This project received federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility, as described above, or if you desire further information, please write to:



**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF WEST ORANGE  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005**

**PROJECT REQUIREMENTS Continued**

Office of Equal Opportunity  
National Park Service  
1849 C Street NW  
Washington, DC 20240



Governing Body Resolution

Resolution 15-18

The governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 24,999.00 to fund the following project:

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey." of a minimum of 100 historic resources in an area bounded by Northfield Avenue, Gregory Avenue, the South Orange border and the South Mountain Reservation.

Therefore, the governing body resolves that the Mayor of West Orange is authorized

- (a) to make application for such a grant,
- (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$9,000.00 and not more than \$ 24,999.00 and
- (c) to execute ☒ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and adopted: January 9, 2018 and January 23, 2018

Ayes: 5

Noes: 0

Absent: N/A

(Seal)

  
Karen J. Carnevale, Municipal Clerk

  
Susan McCartney, Council President

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the West Orange Township Council.

  
Karen J. Carnevale, Municipal Clerk

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF WEST ORANGE  
(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005**

**SUBCONTRACTOR CERTIFICATION**

As a condition of the State's consent to the subcontract entered into between \_\_\_\_\_ (the "subcontractor") and TOWNSHIP OF WEST ORANGE \_\_\_\_\_ (the "Grantee") (such subcontract, the "subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the "grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement as though it were the Grantee and as though such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary, excepting only those terms, if any, requiring the provision of goods or services not required by the subcontract, and the following Sections of the the grant agreement: IV – Indemnification; IX – Method of Payment; X – Interest; XI(B) – Disallowed Costs; XII – Matching and Cost Sharing Requirements; XIII – Program Income; XIV – Special Grant Conditions; XV – Financial Management System; XVI – Financial and Performance Reporting; XVII – Monitoring Performance; XVIII – Audit Requirements; XIX – Agreement Amendment; XX – Closeout Procedure; Subsections B and C of XXIV – Approvals and Authorizations; XXV – Miscellaneous Provisions; Sections III, IV, V, VI, VII, VIII and IX(B) of Attachment A; and Attachments B, B-1, B-2, C, E, and G. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, agents, servants, successors, assignees, and employees from and against any damage, claim, demand, liability, judgment, cause of action, suit, loss, expense, or cost, including, where the grant agreement is funded in whole or part by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract, regardless of whether such performance was undertaken by the subcontractor, its officers, directors, agents, servants, employees, contractors, subcontractors, invitees, or any other person at its request, subject to its direction, or on its behalf. The subcontractor shall immediately notify the State of any damage. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of the subcontract.
5. If required by Attachment A, Section IX, Paragraph C, subcontractor shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate ☐ has previously been provided ☒ will be provided to the Grantee within 15 days of the effective date of this contract.

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(print name of subcontractor)

by:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

ATTEST:

\_\_\_\_\_  
(signature of another officer of subcontractor;  
if sole prop or single-member entity, person as witness)

\_\_\_\_\_  
(number and street)

\_\_\_\_\_  
(municipality, state, and zip code)

\_\_\_\_\_  
(print name and title)

\_\_\_\_\_  
(telephone number)

**SIGNATURE AUTHORIZATION \***

I, \_\_\_\_\_, \_\_\_\_\_, of  
(print name of subcontractor's secretary or equivalent) (print title)

\_\_\_\_\_  
(print subcontractor's name) certify that the individual who executed this  
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

\_\_\_\_\_  
(signature of subcontractor's secretary or equivalent)

\_\_\_\_\_  
(signature of another officer of subcontractor;  
can be same as witness signature above)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\_\_\_\_\_  
(print title)

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

SEAL

\*This section is required for all business structures except for sole proprietorship and other single-member entities

GRANT AGREEMENT  
BETWEEN  
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(Name of Grantee)  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER: HE19-005

**STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM\***

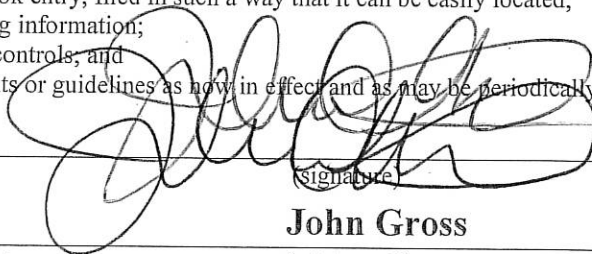
If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

**Section A: Governmental Agency**

I am the **Chief Financial Officer** (Print title of Financial Officer) of **TOWNSHIP OF WEST ORANGE** and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

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

  
(signature)  
**John Gross**  
(print name)

**Section B: Non-governmental Agency**

I am a ☐ certified public accountant ☐ duly licensed public accountant and have been engaged to examine the financial statements of **TOWNSHIP OF WEST ORANGE** which will be maintained for the project.

In my opinion, the accounting system and internal controls ☐ in use ☐ to be established on \_\_\_\_\_ for this agreement ☐ are ☐ will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

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

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

\* This form must be completed as part of the agreement if required by Section V of Attachment A - Certification of Adequacy of Accounting System



**TOWNSHIP OF WEST ORANGE**  
**66 MAIN STREET**  
**WEST ORANGE, NEW JERSEY 07052**

**Municipal Clerk's Office**  
**E-mail: [clerk@westorange.org](mailto:clerk@westorange.org)**

**Tel: (973) 325-4155**  
**Fax: (973) 731-1196**

February 14, 2019

State of New Jersey  
Mail Code 501-04B  
Department of Environmental Protection  
Historic Preservation Office  
P.O. Box 420  
Trenton, NJ 08625-0420

COPY

**Re: Township of West Orange HPF/CLG Grant Agreement**  
**Grant Identifier: HE19-005**

To Whom It May Concern:

As Municipal Clerk for the Township of West Orange, I hereby certify that Resolution 15-18 entitled "Governing Body Resolution" introduced on January 9, 2018 and adopted on January 23, 2018 is still valid for the purpose intended.

Very truly yours,

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

/kjc

**RESOLUTION**

**WHEREAS**, on October 30, 2018, the Township Council for the Township of West Orange (the “Township”) received eight (8) bids for a Contract for Janitorial Services (the “RFP”) at several municipal buildings including West Orange Town Hall, West Orange Police Building, West Orange Senior Health Center, Department of Public Works/Engineering, Department of Recreation, West Orange Police Valley Road, and West Orange Police Washington Street Sub Station (the “Contract”); and

**WHEREAS**, the lowest bid for the Contract was submitted by Ocean Clean, Inc. from Cedar Grove, New Jersey (“Ocean Clean”); and

**WHEREAS**, Ocean Clean advised the Township that it would not enter into the Contract with the Township despite being the lowest responsible bidder; and

**WHEREAS**, the Township proceeded to award the Contract to Excellent Building who submitted the second lowest bidder; and

**WHEREAS**, the Township filed a claim on the bid bond submitted by Ocean Clean with First Indemnity of America Insurance Company (“FIA”); and

**WHEREAS**, FIA refused to issue payment on the bid bond; and

**WHEREAS**, the Township proceeded to prepare and file an Complaint with the Superior Court of New Jersey, Special Civil Part, against FIA and Ocean Clean; and

**WHEREAS**, the Township proceeded to prepare and file an Complaint with the Superior Court of New Jersey, Special Civil Part, against FIA and Ocean Clean in a matter captioned: Township of West Orange v. First Indemnity of America Insurance Company and Ocean Clean, Inc., Docket No. ESX-DC-258-19 (the “Lawsuit”); and

**WHEREAS**, Ocean Clean and the Township have reached a tentative agreement to resolve the Lawsuit and the Township’s claim on the bid bond submitted by Ocean Clean; and

**WHEREAS**, Ocean Clean agrees to make payment to the Township in the amount of \$4,000 in installment payments and the Township have reached a tentative agreement to resolve the Lawsuit and the Township's claim on the bid bond submitted by Ocean Clean, as set forth in the proposed Settlement Agreement annexed hereto as Exhibit "A."

**NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE**, that Township is authorized to agree to the terms of the Settlement Agreement, annexed hereto as Exhibit "A;" and

**RESOLVED**, that the Mayor is hereby authorized to execute the Settlement Agreement, annexed hereto as Exhibit "A."

**RESOLVED** that a copy of this resolution shall be made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

---

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

---

**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

# Exhibit “A”



## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is made and entered into as of March\_\_\_\_, 2019, by and between **THE TOWNSHIP OF WEST ORANGE** (the "Township") with its main offices at 66 Main Street, West Orange, NJ 07052 and **OCEAN CLEAN, INC.** ("Ocean Clean"), having its offices located at 41 Sunset Terrace, Cedar Grove, NJ 07009 (each a "Party" and collectively, the "Parties").

### **RECITALS**

A. The Township issued bid specifications for the award of a Contract for Janitorial Services (the "Contract") for a period of twenty-four (24) months with an option to extend the Contract for an additional one year.

B. On October 30, 2018, Ocean Clean submitted a bid for the Contract in the amount of \$42,994 per year.

C. Ocean Clean submitted with its bid, a bid bond issued by First Indemnity of America Insurance Company ("FIA"), "in penal sum of 10% of [the] AMOUNT BID NOT TO EXCEED \$20,000 Dollars."

D. The Township sought to award the Contract to Ocean Clean as the lowest responsible bidder pursuant to the requirements of the Local Public Contracts Law (the "LPCL").

E. On December 5, 2018, Ocean Clean advised the Township that it would not enter into the Contract with the Township.

F. On January 4, 2019, the Township filed a Complaint with the Superior Court of New Jersey, Law Division, Special Civil Part (the "Court") seeking to recover under the bid bond issued by FIA and submitted to the Township by Ocean Clean

commencing the case captioned: Township of West Orange v. First Indemnity of America Insurance Company and Ocean Clean, Inc., Docket No. ESX-DC-258-19 (the "Lawsuit").

G. The Parties wish fully and finally to compromise and settle the Lawsuit and all claims, controversies, demands, actions, and causes of action against each other (collectively, the "Released Claims").

**NOW, THEREFORE**, in consideration of the promises, covenants, releases, and agreements herein contained and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Ocean Clean shall pay the Township the sum of Four Thousand Dollars (\$4,000) (the "Settlement Amount") in full and final satisfaction of the Lawsuit and in settlement of all claims that the Township may have against Ocean Clean.

2. Ocean Clean shall make its first payment to the Township no later than March 14, 2019 in the amount of \$2,000 (the "First Settlement Payment").

3. Ocean Clean shall make its second payment to the Township no later than March 31, 2018 in the amount of \$1,000 (the "Second Settlement Payment").

4. Ocean Clean shall make its third and final payment to the Township no later than April 30, 2019 in the amount of \$1,000 (the "Third Settlement Payment").

5. **TIME IS OF THE ESSENCE** with regards to all payments set forth herein.

6. The Consent Judgment annexed hereto as Exhibit "A" (the "Consent Judgment") in the full amount of the Township's claim totaling \$8,598.80 less any

payment made by Ocean Clean pursuant to this Settlement Agreement shall be executed and delivered simultaneously with this Agreement.

7. Upon receipt of all of the settlement payments, the Township will file with the Court a Stipulation of Dismissal as to all claims and all parties in the Lawsuit. See Exhibit “B” annexed hereto.

8. In the event that Ocean Clean fails to make timely payments under the terms and conditions of this Settlement Agreement, the Township shall file the Consent Judgment with the Court and preserve all claims against FIA and all post-judgment remedies against Ocean Clean.

9. The Township will not dismiss any claims against any parties until such time as it receives all payments pursuant to this Settlement Agreement.

10. The Township will agree to any extensions or adjournments related to the Lawsuit until April 30, 2019 when the Third Settlement Payment is due.

11. Ocean Clean represents and warrants that it has had sufficient time to consult with her own legal representative and counsel and that it has not relied on any statements, representations or advice provided by McManimon, Scotland and Baumann, LLC.

12. The Superior Court of New Jersey, Essex Vicinage shall have exclusive jurisdiction to adjudicate matters arising under or in connection with this Agreement.

13. This Agreement contains the entire agreement between the Parties and can only be modified by a writing signed by the parties.

14. Each Party warrants that he and/or she has full authority to execute this Agreement.

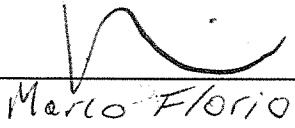
15. This Agreement shall be binding upon the Parties hereto and their respective executors, heirs, successors and/or assigns.

16. This Agreement may be executed in counterparts and, when all counterparts have been executed, each executed counterpart will have the force and effect of the original.

17. This Agreement shall be effective (the "Effective Date") upon the execution of the Agreement by all parties.

18. Upon any default in payment, the Township reserves the right to any and all remedies available under law for the collection of the Settlement Amount less any and all payments made by Ocean Clean to the Township. Ocean Clean shall also be fully liable for all costs of collection including but not limited to attorneys' fees, costs and expenses.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

|                                                                                                         |                                                                       |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| OCEAN CLEAN, LLC                                                                                        | TOWNSHIP OF WEST ORANGE                                               |
| By: <br>Mario Florio | By: _____<br>ROBERT D. PARISI<br>Mayor of the Township of West Orange |

# Exhibit “A”

**McMANIMON, SCOTLAND & BAUMANN, LLC**

75 Livingston Avenue, Suite 201

Roseland, NJ 07068

(973) 622-1800

Mark Y. Moon, Esq. (019492006)

*Attorney for Plaintiff Township of West Orange*

TOWNSHIP OF WEST ORANGE

Plaintiff,

v.

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY and OCEAN  
CLEAN, INC.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
ESSEX COUNTY

**Docket No.: ESX-DC-000258-19**

CIVIL ACTION

**CONSENT JUDGMENT IN FAVOR OF  
PLAINTIFF TOWNSHIP OF WEST  
ORANGE**

**THIS MATTER** having been opened to the Court by Plaintiff Township of West Orange (the "Plaintiff") by and through its attorneys McManimon, Scotland & Bauman, LLC; with consent of Defendant Ocean Clean, Inc. (the "Defendant"), and for good cause shown;

**IT IS** on this \_\_\_\_\_ day of April, 2019;

**ORDERED** that Judgment be and hereby is entered in favor of Plaintiff and against Defendant in the amount of \$8,598.80, less \_\_\_\_\_, representing monies already received by Plaintiff from Defendant, for a total Judgment of \_\_\_\_\_, plus post-judgment interest and costs of collection; and it is further

**ORDERED** that Plaintiff shall be entitled to all reasonable attorneys' fees and costs incurred to collect the within Judgment; and it is further

**ORDERED** that a copy of this Judgment shall be served upon all parties within \_\_\_\_\_ days from counsel's receipt hereof.

\_\_\_\_\_  
HONORABLE  
JUDGE OF THE SUPERIOR COURT

THE FORM AND ENTRY OF THE WITHIN  
JUDGMENT IS HEREBY CONSENTED TO BY:

**McMANIMON, SCOTLAND &  
BAUMANN, LLC**  
Attorneys for Plaintiff Township of West  
Orange

**De PIERRO RADDING, LLC**  
Attorneys for Defendant Ocean Clean, Inc.

By: \_\_\_\_\_  
MARK Y. MOON

Dated: March \_\_\_\_, 2019

By:  \_\_\_\_\_  
ALBERICO DE PIERRO

Dated: March 11, 2019

# Exhibit “B”



**McMANIMON, SCOTLAND & BAUMANN, LLC**

75 Livingston Avenue, Suite 201

Roseland, NJ 07068

(973) 622-1800

Mark Y. Moon, Esq. (019492006)

*Attorney for Plaintiff Township of West Orange*

TOWNSHIP OF WEST ORANGE

Plaintiff,

v.

FIRST INDEMNITY OF AMERICA  
INSURANCE COMPANY and OCEAN  
CLEAN, INC.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION, SPECIAL CIVIL PART  
ESSEX COUNTY

**Docket No.: ESX-DC-000258-19**

**STIPULATION OF DISMISSAL WITH  
PREJUDICE AND WITHOUT COSTS**

Whereas the Plaintiff Township of West Orange (the "Township") and the Defendants First Indemnity of America Insurance Company ("FIA") and Ocean Clean, Inc. ("Ocean Clean") having amicably resolved the claims in this matter, it is hereby stipulated and agreed between the parties hereto that the Plaintiff's Complaint be, and hereby is, Dismissed With Prejudice and Without Costs.

**De PIERRO RADDING, LLC**

Attorneys for Defendant Ocean Clean, Inc.

By: \_\_\_\_\_



ALBERICO DE PIERRO

**McMANIMON, SCOTLAND & BAUMANN,  
LLC**

Attorneys for Plaintiff Township of West Orange

By: \_\_\_\_\_

MARK Y. MOON

Dated: <sup>March 11</sup> April \_\_\_\_, 2019

Dated: April \_\_\_\_, 2019

**ALONGI & ASSOCIATES, LLC**  
Attorneys for Defendant First Indemnity of  
America

By: \_\_\_\_\_  
PAUL A. ALONGI

Dated: April \_\_\_\_, 2019

4832-5045-2872, v. 1

**RESOLUTION**

**WHEREAS**, on September 4, 2018, the Township of West Orange (the “Township”) adopted Resolution 192-18 authorizing a First Amendment to the Interim Redevelopment Agreement (the “Amendment”) between the Township and the Alpert Group; and

**WHEREAS**, the Amendment provides that the Alpert Group will assign to the Township the Sale Agreement for the purchase of the property at 8-10 Central Avenue (the “Property”); and

**WHEREAS**, the Property is part of the Central Valley Brownsfield Development Area (the “BDA”) and is being monitored by the New Jersey Department of Environment Protection (the “DEP”); and

**WHEREAS**, the DEP requires the designation of a Licensed Site Remediation Professional (a “LSRP”) for the Property; and

**WHEREAS**, the Township has previously retained the firm Matrix New World (“Matrix”) with offices at 26 Columbia Turnpike, Florham Park, New Jersey for professional environmental services and appointment as a the LSRP for the property located at 18 Central Avenue which is adjacent to the Property; and

**WHEREAS**, Matrix had proposal for appointment as LSRP for the Property, annexed hereto as Exhibit “B” (the “Proposal”); and

**WHEREAS**, the Proposal provides that Matrix will perform all of the functions in registering as the LSRP with the DEP and all of the necessary updates and reports to the DEP required for the LSRP; and

**WHEREAS**, the Proposal also provides that Matrix will perform these functions at a rate, not to exceed \$4,100.

**NOW, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE** that Matrix be and is designated the Township's LSRP for the Property; and be it further

**RESOLVED**, that the Mayor be and hereby is execute any documents or agreement, if any, to retain Matrix consistent with the Proposal annexed hereto as Exhibit "A"; 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.**  
**Municipal Clerk**

\_\_\_\_\_  
**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**John Gross, Chief Financial Officer**

# Exhibit “A”

**Via Email (LLepore@westorange.org)**

February 28, 2019

Mr. Leonard R. Lepore, P.E., Municipal Engineer  
Township of West Orange - Director of Public Works  
25 Lakeside Avenue  
West Orange, NJ 07052

**Re: PROPOSAL FOR ENVIRONMENTAL SERVICES – LSRP RETENTION  
8-10 CENTRAL AVENUE  
BLOCK 9, LOT 32  
WEST ORANGE, NEW JERSEY  
MATRIX NO. 18-286**

Dear Mr. Lepore:

As requested, Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. (Matrix) is pleased to provide this proposal to perform environmental services for the above-referenced Site. The proposed work includes the retention of a Licensed Site Remediation Professional (LSRP) for the project, communication and conference calls with the New Jersey Department of Environmental Protection (NJDEP) and the Township of West Orange, and the submittal of the NJDEP required forms including an LSRP Retention Form, Annual Remediation Fee Form, Initial Receptor Evaluation.

The proposed work will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, and the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E.

#### **SCOPE OF WORK**

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

#### **Task 1: LSRP Retention, NJDEP and Township Communication, and NJDEP Form Submittals**

In accordance with SRRA and the NJDEP's *Technical Requirements for Site Remediation* (TRSR), Matrix's LSRP will prepare and submit all required SRP forms. Listed below are the forms that will be submitted by the LSRP; however, the client is responsible for any and all of the associated NJDEP fees:

- LSRP Retention Form
- Annual Remediation Fee Form
- Receptor Evaluation Form

The LSRP will also review and certify all required forms, as prepared. In accordance with NJAC 7:26C-2.5 (record retention), the person responsible for conducting the remediation shall maintain and preserve all data, documents and information concerning remediation of a contaminated site.

#### **COSTS**

The following are our estimated costs for the tasks described herein to complete the remediation of the property. All work will be conducted in accordance with the attached standard terms and conditions and LSRP Special Provisions.

**Task 1: LSRP Retention, NJDEP and Township Communication, and NJDEP Form Submittals**

|                       |             |
|-----------------------|-------------|
| Labor.....            | \$ 4,100.00 |
| Subtotal Task 1 ..... | \$ 4,100.00 |

**Total Costs Not to Exceed ..... \$4,100.00**

**ASSUMPTIONS AND EXCLUSIONS**

This proposal is based on the following assumptions:

- No additional assessment, investigation or remediation activities are included;
- Costs do not include future investigations or remediation;
- Costs do not include any additional NJDEP notification or reporting fees, if applicable; and
- All external costs will be charged at cost plus 15%.

**CLOSING**

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

All out-of-pocket expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services.

This proposal is submitted solely and exclusively for the use of Township of West Orange for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

**PAYMENT SCHEDULE**

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

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

We thank you for the opportunity to be of service to you on this project. Matrix is prepared to implement the described Scope of Work upon receiving a signed copy of this letter. If you have any questions or require any additional information, do not hesitate to contact us at (973) 240-1800.

Sincerely,



Craig McCarrick, LSRP  
Project Manager

Authorization to Proceed: \_\_\_\_\_  
Name/Title

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



**ATTACHMENT 1  
TERMS AND CONDITIONS**

## Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

### TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

#### Section 1: SERVICES

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

#### Section 2: COMPENSATION

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

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

#### Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

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

#### Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date or upon closing, whichever is last to occur. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

#### Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

#### Section 6: CONFIDENTIALITY

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

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

#### Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

#### Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

## **Section 9: STANDARD OF CARE**

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

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

## **Section 10: INDEPENDENT CONTRACTOR**

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

## **Section 11: JOBSITE HEALTH AND SAFETY**

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

## **Section 12: INSURANCE**

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

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

## **Section 13: INDEMNITY**

### **A. Matrix**

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

### **B. CLIENT**

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

## **Section 14: LIMIT OF LIABILITY**

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

**Section 15: PROJECT DELAYS**

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

**Section 16: ASSIGNMENT**

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

**Section 17: THIRD PARTY EXCLUSION**

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

**Section 18: SEVERABILITY**

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

**Section 19: TERMINATION**

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

**Section 20: GOVERNING LAW**

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

### **Special Provisions- Licensed Site Remediation Professional Services**

1. Licensed Site Remediation Professionals. In accordance with the Site Remediation Reform Act, NJSA 58:10C-1 et seq ("SRRA") and Executive order #140, the performance of Services contained in this Agreement may require the engagement of a Licensed Site Remediation Professional ("LSRP") registered with the State of New Jersey under NJSA 58:10C-1 et seq, and the regulations effective November 5, 2009 known as Administrative requirements for the Remediation of Contaminated Sites ("ARRCS") as prepared by the New Jersey Department of Environmental Protection ("NJDEP") thereunder (collectively, the "LSRP Program").

The client recognizes and agrees in consideration of this section to the following terms and conditions:

- 1.1 The laws and regulations relating to the LSRP Program imposes upon LSRPs certain professional obligations owed to the public including, in some instances, a duty to disclose the existence of certain environmental contaminants to the NJDEP and/or other regulatory agencies.

If the LSRP's obligations under the LSRP Program conflict in any way the terms and conditions of this Agreement or the wishes or intentions of the Client, the client acknowledges that the LSRP is bound by law to comply with the requirements of the LSRP Program.

- 1.2 The Client recognizes that the LSRP shall be immune from all civil liability resulting from any alleged and/or actual conflict between the Client's interests and the investigatory, reporting and disclosure obligations under the LSRP Program. The Client also agrees to defend, indemnify and hold harmless Matrix New World Engineering, Inc. (Matrix) and its LSRP from and against any claims losses, damages, fines, or administrative, civil, or criminal penalties that arise as a direct or indirect result of the fulfillment of obligations to the LSRP program.

- 1.3 Client acknowledges and agrees to provide Matrix and its LSRP all relevant project information including but not limited to: (a) the date(s) and time(s), to the extent known, on which the Client obtained knowledge of any prior release(s); (b) details about the release(s) and Site-specific conditions; (c) any prior environmental site assessment reports, laboratory analytical reports, and/or other pertinent data, facility surveys, etc. known to the Client; and (d) prior measures taken to address the release(s), all to ensure that professional services, rendered on the Client's behalf by Matrix and its LSRP, to comply with the LSRP Program.

- 1.4 Under the LSRP Program, the LSRP is required to provide professional opinions at various stages if environmental assessment (remediation) permitting remedial action or closure activities. The LSRP shall be entitled to request the performance of such additional tests or other services as are necessary, in their professional judgment, to permit them to provide such opinions.

- 1.5 The Client shall permit Matrix and its LSRP to rely upon work product prepared by any prior environmental consultant in order to allow Matrix and its LSRP to meet their obligations under this Agreement and the LSRP Program.
- 1.6 As part of the LSRP Program, the NJDEP may audit with or without cause, work product developed under the LSRP Program, respectively. If the NJDEP conducts such an audit, the LSRP responses to such requests for information and additional services not included in the current Scope of Services and that Matrix New World shall be compensated therefore on substantially the same basis as it is compensated for Services provided under this Agreement.

**Acceptance of Proposal; (please return this page only):**  
**I accept all terms and conditions set forth and grant Matrix New World Engineering, Inc. authorization to proceed.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Purchase Order No. (if required)

## 2018 FEE SCHEDULE WEST ORANGE

| PERSONNEL RATES               |               |
|-------------------------------|---------------|
| TITLE                         | HOURLY RATE   |
| Principal                     | \$165.00      |
| Senior Technical Director     | \$155.00      |
| Senior Project Manager        | \$150.00      |
| Technical Director            | \$150.00      |
| Senior Technical Manager      | \$140.00      |
| Project Manager               | \$140.00      |
| Senior Project Professional   | \$135.00      |
| Technical Manager             | \$135.00      |
| Project Professional          | \$130.00      |
| Senior Project Specialist     | \$130.00      |
| Project Specialist            | \$125.00      |
| Senior Technical Professional | \$120.00      |
| Technical Professional        | \$110.00      |
| Senior Technical Specialist   | \$100.00      |
| Technical Specialist          | \$95.00       |
| Senior Data/Field Specialist  | \$85.00       |
| Data/Field Specialist         | \$80.00       |
| Senior Technical Assistant    | \$75.00       |
| Technical Assistant           | \$70.00       |
| Junior Technical Assistant    | \$65.00       |
| Junior Data/Field Technician  | \$55.00       |
| REIMBURSABLE EXPENSES         |               |
| ITEM                          | FEE           |
| Black & White Copy 8½x 11     | \$ 0.20/sheet |
| Black & White Copy 8½x 14     | \$ 0.30/sheet |
| Black & White Copy 11 x 17    | \$ 0.40/sheet |
| Black & White Copy 18 x 24    | \$ 1.45/sheet |
| Black & White Copy 24 x 36    | \$ 2.85/sheet |
| Black & White Copy 30 x 42    | \$ 4.25/sheet |
| Color Copy 8½x 11             | \$ 0.40/sheet |
| Color Copy 11 x 17            | \$ 0.80/sheet |
| Color Copy 24 x 36            | \$27.00/sheet |
| Color Copy 30 x 42            | \$40.00/sheet |
| Mylar 24 x 36                 | \$27.00/sheet |
| Mylar 30 x 42                 | \$40.00/sheet |
| CD                            | \$50.00/disc  |
| Robotic per diem              | \$249.00      |
| Scanner per diem              | \$400.00      |
| Subconsultants                | 115% of cost  |
| Out-of-pocket expenses        | 115% of cost  |

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

**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):

| <b><u>Organization</u></b>                         | <b><u>Date of Event</u></b> | <b><u>Place</u></b>                            | <b><u>RL No.</u></b> |
|----------------------------------------------------|-----------------------------|------------------------------------------------|----------------------|
| Renew International<br>On Prem merch               | June 6, 2019                | 757 Eagle Rock Ave<br>West Orange, NJ 07052    | 7569                 |
| Renew International<br>Off Prem 50/50              | June 6, 2019                | 757 Eagle Rock Ave<br>West Orange, NJ 07052    | 7570                 |
| Renew International<br>On Prem merch               | June 6, 2019                | 757 Eagle Rock Ave<br>West Orange, NJ 07052    | 7571                 |
| SB Foundation Inc.<br>On Prem 50/50                | May 20, 2019                | 25 prospect Ave<br>West Orange, NJ 07052       | 7572                 |
| Edison Middle School PTA<br>Tricky Tray            | April 5, 2019               | 75 William St<br>West Orange, NJ 07052         | 7573                 |
| St Barnabas Medical Center<br>On Prem merch        | October 24, 2019            | 481 Eagle Rock Ave<br>West Orange, NJ 07052    | 7574                 |
| St Barnabas Medical Center<br>On Prem 50/50        | October 24, 2019            | 481 Eagle Rock Ave<br>West Orange, NJ 07052    | 7575                 |
| JBWS<br>Tricky Tray                                | May 20, 2019                | 757 Eagle Rock Ave<br>West Orange, NJ 07052    | 7576                 |
| Franciscan Charities Inc.<br>On Prem Merch         | May 13, 2019                | 350 Mt Pleasant Ave<br>West Orange, NJ 07052   | 7577                 |
| JCC Metro West<br>Off Prem                         | May 16, 2019                | 760 Northfield Avenue<br>West Orange, NJ 07052 | 7578                 |
| JCC Metro West<br>Casino Night                     | May 16, 2019                | 760 Northfield Avenue<br>West Orange, NJ 07052 | 7579                 |
| JCC Metro West<br>On prem 50/50                    | May 16, 2019                | 760 Northfield Avenue<br>West Orange, NJ 07052 | 7580                 |
| St Vincent's Nursing Home Auxiliary<br>Tricky Tray | April 27, 2019              | 350 Mt. Pleasant Ave<br>West Orange, NJ 07052  | 7581                 |



|                                                      |                  |                                                  |      |
|------------------------------------------------------|------------------|--------------------------------------------------|------|
| St Vincent's Nursing Home Auxiliary<br>On Prem 50/50 | April 27, 2019   | 350 Mt Pleasant Ave<br>West Orange, NJ 07052     | 7582 |
| Community Health Law Project<br>Off Prem merch       | October 24, 2019 | 350 Pleasant Valley Way<br>West Orange, NJ 07052 | 7583 |

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

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**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

**RESOLUTION**

**WHEREAS, Township Ordinance #1115-92 grants to this Township Council the discretion to reimburse the owners of one-family residential dwellings who do not receive garbage collection services from the Township of West Orange for the costs in an amount equal to the actual cost of private garbage collection or equal to the estimate of the cost to the Township if they were to provide said services, whichever is lower; and**

**WHEREAS, this council desires to reimburse those home owner associations or individuals; who have complied with the terms of Ordinance # 1115-92, for the cost of private garbage collection for the period January 1, 2018 through December 31, 2018; and**

**WHEREAS, there is attached hereto and made a part hereof a report of the Chief Financial Officer detailing the names of those who have filed for reimbursement and the sum of monies the applicants are entitled to for the period January 1, 2018 through December 31, 2018; and**

**NOW, THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the private home owner associations or individuals set forth in the attached report of the Chief Financial Officer and those who subsequently apply be paid the sums set forth therein as reimbursement for their costs of private garbage collection for the period January 1, 2018 through December 31, 2018; and**

**NOW, THEREFORE BE IT RESOLVED that the Chief Financial Officer and/or Chief Financial Officer issue the appropriate checks to comply with this Resolution as soon as is feasible.**

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

\_\_\_\_\_  
Jerry Guarino  
Council President

Adopted: March 19, 2019

Maximum GARBAGE REIMBURSEMENT  
2018

| VENDOR # |        | <u>PERIOD</u> | <u>APPLICANT</u>    | <u>UNITS</u> | <u>Rate</u> | <u>12 month<br/>REIMBURSEME</u> |           |
|----------|--------|---------------|---------------------|--------------|-------------|---------------------------------|-----------|
| 2        | 122585 | 1/1-12/31/18  | ESSEX GREEN VILLAS  | 80           | 95.70       | up to                           | 7,655.60  |
| 4        | 202900 | 1/1-12/31/18  | 300-306 MAIN STREET | 27           | 95.70       | up to                           | 2,583.77  |
| 6        |        |               |                     |              |             |                                 |           |
| TOTAL    |        |               |                     | 107          | Grand Total |                                 | 10,239.37 |

**MEMORANDUM**  
**CERTIFICATION OF SOLID WASTE COSTS**  
**2018**

From  
To

1/1/2017  
12/31/2016

Full Year  
REIMBURSEMENT

Refuse Collection Services per unit per month  
Bulky Trash Collection per unit per month  
Total Collection Fee per month based upon bidded contract

|                                                                 |       |
|-----------------------------------------------------------------|-------|
| Total Collection Fee per year per unit prorata per contract (a) | 53.43 |
|-----------------------------------------------------------------|-------|

|                                           |              |              |
|-------------------------------------------|--------------|--------------|
| Tipping Fee @ Essex Co. Resource Facility | 84.53        |              |
| Ton of Solid Waste per unit per year*     | <u>0.50</u>  |              |
| Total Tipping Fee per unit per fee (b)    | <u>42.27</u> | <u>42.27</u> |

|                                                         |       |
|---------------------------------------------------------|-------|
| Total Solid Waste Cost per unit per year ("a" plus "b") | 95.70 |
|---------------------------------------------------------|-------|

\* 1/2 ton solid waste per unit is determined as follows: on several occasions the Township had solid waste collected from various apartment and condominium complexes which contents were weighed at a weighing station to determine the amount of tonnage per unit.

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John O. Gross  
Director of Finance

**RESOLUTION**

**WHEREAS**, Rock Spring Club is the title owner of Block 160, Lot 10; Block 160.01, Lot 30; Block 46.01, Lot 22; Block 160.01, Lot 34; Block 160, Lot 2 (the “Property”); and

**WHEREAS**, Rock Spring Club has filed a tax appeal for 2018 which is pending and intends to file an additional tax appeal for 2019; and

**WHEREAS**, Rock Spring Club has agreed to withdraw the pending tax appeal with prejudice and without cost; and

**WHEREAS**, Charles Blau, Esq., of Blau & Blau, Esqs., has represented the Township with regard to this matter and recommends the resolution provided herein; and

**WHEREAS**, the Tax Assessor and Township appraiser concurs with the proposed settlement which provides that the existing assessment will not be challenged for 2019, 2020 and 2021; and

**WHEREAS**, a proposed Stipulation of Settlement has been drafted which provides for a dismissal of the tax appeals with prejudice and without costs and no further challenges to the existing assessments for 2019, 2020 and 2021;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Township Council of the Township of West Orange that the proposed settlement of the Rock Spring Club tax appeals be and is hereby approved in its entirety; and

**FURTHER RESOLVED**, that Charles Blau, Esq., of Blau & Blau, Esqs., as special real estate tax appeal counsel, be and is hereby authorized to execute the Stipulation of Settlement annexed hereto; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be maintained with the Municipal Clerk and available for inspection during normal business hours.

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

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**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

Atty. ID No. 007711983  
 Blau & Blau  
 Attorneys at Law  
 223 Mountain Avenue  
 Springfield, New Jersey 07081  
 (973) 564-9003  
 Attorneys for Plaintiff

Rock Spring Club,

Plaintiff,

vs.

West Orange,

Defendant.

Tax Court of New Jersey  
 Docket No. 007275-2018  
 -2019

**CIVIL ACTION  
 STIPULATION OF SETTLEMENT  
 (Without Affidavit)**

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and judgment entered as follows:

Block: 160  
 Lot: 10  
 Address: Rock Spring Road  
 District: West Orange  
 Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$10,124,600        |                       | \$10,124,600       |
| Improvement | \$ 2,467,400        | Direct                | \$ 2,467,400       |
| Total       | \$12,592,000        | Appeal                | \$12,592,000       |

Block: 160.01  
 Lot: 30  
 Address: Walker Road  
 District: West Orange  
 Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$1,210,000         |                       | \$1,210,000        |
| Improvement | \$ 500,000          | Direct                | \$ 500,000         |
| Total       | \$1,710,000         | Appeal                | \$1,710,000        |

Block: 46.01  
Lot: 22  
Address: Undercliff Terrace South  
District: West Orange  
Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$182,000           |                       | \$182,000          |
| Improvement | \$ 0                | Direct                | \$ 0               |
| Total       | \$182,000           | Appeal                | \$182,000          |

Block: 160.01  
Lot: 34  
Address: Hillcrest Avenue  
District: West Orange  
Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$15,000            |                       | \$15,000           |
| Improvement | \$ 0                | Direct                | \$ 0               |
| Total       | \$15,000            | Appeal                | \$15,000           |

Block: 160  
Lot: 2  
Address: West Road  
District: West Orange  
Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$1,000             |                       | \$1,000            |
| Improvement | \$ 0                | Direct                | \$ 0               |
| Total       | \$1,000             | Appeal                | \$1,000            |

2. The undersigned have made such examination of the value and proper assessment of the properties and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the properties as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the properties consistent with assessing practices generally applicable in the taxing district as required by law.

4. The parties agree that neither party shall have the right to file a tax appeal for tax years 2020 and 2021 as long as the assessment on the property is at \$14,500,000. This agreement shall be binding upon any assignees, tenants and successors in interest with regard to the subject property.

5. The provisions of paragraph 4 shall survive Judgment even if not included on the Judgment issued by the Tax Court of New Jersey.

6. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment. All refunds should be mailed to Michael I. Schneck, attorney for Plaintiff.

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Michael I. Schneck  
Attorney for Plaintiff

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Charles E. Blau  
Attorney for Defendant

Dated:

Dated: March 18, 2019



**RESOLUTION**

**WHEREAS**, Montclair Golf Club is the owner of Block 151, Lot 1, also known as 25 Prospect Avenue, in the Township of West Orange (the “Property”); and

**WHEREAS**, Montclair Golf Club has filed a tax appeal for 2018 which is currently pending and intends to file an additional tax appeal for 2019; and

**WHEREAS**, the Township is represented by Charles Blau, Esq., of Blau & Blau, Esqs., as special real estate tax counsel with regard to these matter; and

**WHEREAS**, a proposed Stipulation of Settlement has been drafted which provides for a dismissal of the tax appeals with prejudice and without costs and no further challenges to the existing assessments for 2019, 2020 and 2021;

**WHEREAS**, that Special Tax Appeal Counsel, the Tax Assessor and the Township’s appraiser recommend the proposed settlement;

**NOW, THEREFORE BE IT HEREBY RESOLVED** , by the Township Council of the Township of West Orange that the proposed Stipulation of Settlement between Montclair Golf Club and the Township be and is hereby approved;

**FURTHER RESOLVED**, that Charles Blau, Esq., of Blau & Blau, Esqs., be and is hereby authorized to execute the Stipulation of Settlement and take all steps reasonably necessary to effectuate the proposed settlement; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be maintained with the Municipal Clerk and available for inspection during normal business hours.

---

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

---

**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

Atty. ID No. 007711983  
 Blau & Blau  
 Attorneys at Law  
 223 Mountain Avenue  
 Springfield, New Jersey 07081  
 (973) 564-9003  
 Attorneys for Plaintiff

Montclair Golf Club,  
 Plaintiff,

Tax Court of New Jersey  
 Docket No. 007250-2018  
 -2019

vs.

West Orange,

Defendant.

**CIVIL ACTION  
 STIPULATION OF SETTLEMENT  
 (Without Affidavit)**

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and judgment entered as follows:

Block: 151  
 Lot: 1  
 Address: 25 Prospect Ave  
 District: West Orange  
 Year(s): 2018 and 2019

|             | Original Assessment | County Board Judgment | Requested Judgment |
|-------------|---------------------|-----------------------|--------------------|
| Land        | \$14,177,300        |                       | \$14,177,300       |
| Improvement | \$ 7,072,700        | Direct                | \$ 7,072,700       |
| Total       | \$21,250,000        | Appeal                | \$21,250,000       |

2. The undersigned have made such examination of the value and proper assessment of the properties and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the properties as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the properties consistent with assessing practices generally applicable in the taxing district as required by law.

4. The parties agree that neither party shall have the right to file a tax appeal for tax years 2020 and 2021 as long as the assessment on the property is at \$21,250,000. This agreement shall be binding upon any assignees, tenants and successors in interest with regard to the subject property.

5. The provisions of paragraph 4 shall survive Judgment even if not included on the Judgment issued by the Tax Court of New Jersey.

6. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment. All refunds should be mailed to Michael I. Schneck, attorney for Plaintiff.

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Michael I. Schneck  
Attorney for Plaintiff

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Charles E. Blau  
Attorney for Defendant

Dated:

Dated: March 18, 2019

**RESOLUTION**

**WHEREAS**, on March 5, 2019, the Township Council for the Township of West Orange (the "Township") adopted Ordinance 2563-19 on second reading, authorizing the acquisition of the Rock Spring Golf Course at 90 Rock Spring Road, also known as: Block 46.01, Lots 22 through 31; Block 160, Lots 2 and 10; and Block 160.01, Lots 30 and 24 on the Township Tax Map (the "Property"); and

**WHEREAS**, the Township has an anticipated closing date of April 30, 2019 to acquire the Property; and

**WHEREAS**, the Township is also involved in a procurement process to award a Contract for the Operation, Management, and Maintenance of the Property as a public golf course pursuant to the Local Public Contracts Law (the "Contract"); and

**WHEREAS**, the Township requires that the purchase close and the vendor is in place in a timely manner to allow for the Township to operate the Property for the 2019 golf season; and

**WHEREAS**, the Law Department recommends the retention of special litigation counsel in the event that any litigation arises which could affect the Township's ability to finance, close, open and operate the Property; and

**WHEREAS**, the Township seeks to retain Thomas P. Scrivo, Esq. of O'Toole Scrivo as special litigation counsel to represent the Township in any manner that could arise regarding the purchase of the Property or the award of the Contract; and

**WHEREAS**, Mr. Scrivo, has extensive experience with counseling public and government entities; and

**WHEREAS**, Mr. Scrivo has previously served as counsel to various public agencies including the Chief Counsel to the Governor, and various municipalities; and

**WHEREAS**, Mr. Scrivo has agreed to an hourly rate of \$200 and that his fees will be capped at \$10,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council hereby authorizes the Township to retain Thomas P. Scrivo, Esq. of O'Toole Scrivo as special litigation counsel at the rate of \$200 per hour at a maximum expense of \$10,000 if needed on an emergent or other basis to address any potential litigation involving the acquisition and operation of Rock Spring Golf Course; and

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

\_\_\_\_\_  
**Karen J. Carnevale, R.M.C.**  
**Municipal Clerk**

\_\_\_\_\_  
**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

**I hereby certify funds are available from:** \_\_\_\_\_  
**Account No.**

\_\_\_\_\_  
**JOHN O. GROSS, CFO**

**RESOLUTION**

*A Resolution Determining that a Portion of Block 68, Lots 1 Be Designated as An Area In Need of Redevelopment in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et. seq.*

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) authorizes municipalities to determine whether certain parcels of land located therein constitutes an area in need of redevelopment; and

**WHEREAS**, on November 27, 2018, the Township Council for the Township of West Orange (the “Council”) adopted Resolution 266-18 authorizing the Planning Board for the Township of West Orange (the “Planning Board”) to conduct a preliminary investigation to determine whether the property, identified as Block 68, Lots 1 on the Township of West Orange Tax Map, inclusive of any and all streets, “paper” streets, private drives and right of ways (the “Property”) meet the criteria set forth as an appropriate area for consideration for the program of redevelopment; and

**WHEREAS**, on January 8, 2019, the Council adopted Resolution 12-19 to clarify that only the portion of the Property containing the West Orange Public Library (the “Study Area”) was to be examined in the preliminary investigation to determine whether the Study Area meets the criteria for redevelopment; and

**WHEREAS**, the Planning Board conducted a preliminary investigation of the Study Area to determine whether it should be designated as an Area In Need of Redevelopment in accordance with the criteria and procedures set forth in N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

**WHEREAS**, as part of the preliminary investigation, Heyer Gruel & Associates (“HGA”) 236 Broad Street, Red Bank, New Jersey prepared an Area in Need of Redevelopment Study (the “Redevelopment Study”) and presented the Redevelopment Study to the Planning Board for its consideration in determining whether the Study Area should be designated as an Area in Need of Redevelopment; and

**WHEREAS**, in addition to the foregoing, HGA prepared a map showing the boundaries of the Study Area and locations of the portion of Property included therein, along with a statement setting forth the basis for its investigation in accordance with N.J.S.A. 40A:12A-6(b)(1); and

**WHEREAS**, a public hearing was conducted by the Planning Board on March 6, 2019, with notice having been properly given pursuant to N.J.S.A. 40A:12A-6(b)(3); and

**WHEREAS**, after completing its investigation and public hearing on this matter, the Planning Board concluded that there was sufficient credible evidence to support findings that satisfy the criteria set forth in the Redevelopment Law, particularly at N.J.S.A. 40A:12A-5 et seq., for designating the Study Area as an Area in Need of Redevelopment and said designation is necessary for the effective redevelopment of the area comprising the Study Area; and

**WHEREAS**, in accordance with the Redevelopment Law and as memorialized by resolution, dated March 12, 2019, annexed hereto as Exhibit “A,” the Planning Board recommended to the Council that the Study Area portion of Block 68, Lots 1 be designated as an Area in Need of Redevelopment; and

**WHEREAS**, in order to effectuate the Counsel’s designation of the Study Area as an Area in Need of Redevelopment, the preparation of a Redevelopment Plan and presentation to the Planning Board and Counsel is required; and

**WHEREAS**, HGA has provided to the Township a proposal to prepare a Redevelopment Plan for the Study Area portion of the Property, annexed hereto as Exhibit “**B**.”

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council hereby accepts the recommendation from the Planning Board of the Township of West Orange and finds that the Study Area portion of Block 68, Lots 1 as shown on the official tax map of the Township of West Orange be and is hereby deemed to be a Redevelopment Area pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

**BE IT FURTHER RESOLVED**, that the Township hereby reserves all other authority and powers granted to it under the Redevelopment Law; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Township of West Orange shall forthwith transmit a copy of the within Resolution to the Commissioner of the Department of Community Affairs for review; and

**BE IT FURTHER RESOLVED**, that within ten (10) days of the Township Council's adoption of the within Resolution, the Clerk of the Township of West Orange shall serve notice of the Township Council's determination and the within Resolution upon all record owners of property within the Redevelopment Area, those whose names are listed on the Tax Assessor's records, and upon each person who filed a written objection thereto and stated, in or upon the written submission, an address to which notice of the determination and Resolution may be sent and upon the Commissioner of the New Jersey Department of Community Affairs; and

**BE IT FURTHER RESOLVED**, that HGA, is authorized and directed to prepare a Redevelopment Plan for the Study Area, including an outline for the planning, development and redevelopment of the Study Area pursuant to N.J.S.A. 40A:12A-7 and present same to the Planning Board and Township Council; and



**BE IT FURTHER RESOLVED** that the Township be and hereby is authorized to retain HGA to prepare a Redevelopment Plan for the Study Area portion of the Property consistent with the Proposal annexed hereto as Exhibit “B;” and

**BE IT FURTHER RESOLVED**, that the Mayor is authorized to execute all necessary agreements or documents, if any, to retain HGA consistent with the Proposal annexed hereto as Exhibit “B;” and

**BE IT FURTHER RESOLVED**, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature; and

**BE IT FURTHER RESOLVED**, that the Planning Board shall transmit a report containing its recommendation concerning the Redevelopment Plan to the Township Council. The Planning Board Report shall include an identification of any provisions in the proposed Redevelopment Plan which are inconsistent with the Master Plan and recommendations concerning these inconsistencies and any other matters as the Planning Board deems appropriate; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Township Clerk, Chief Financial Officer and Township Planning Board and Planning Board Secretary; 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.

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**Karen Carnevale**  
**Township Clerk**

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**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

# Exhibit “A”



# TOWNSHIP OF WEST ORANGE

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

## Department of Planning and Development

**ROBERT D. PARISI**

*Mayor*

**PLANNING BOARD**

*Robin Miller, Secretary*

Tel: (973) 325-4111

Fax: (973) 325-6359

Email: [planningboard@westorange.org](mailto:planningboard@westorange.org)

### MEMORANDUM

**TO:** Hon. Jerry Guarino, Council President  
Hon. Michele Casalino, Councilwoman  
Hon. Cindy Matute-Brown, Councilwoman  
Hon. Joe Krakoviak, Councilman  
Hon. Susan McCartney, Councilwoman

**FROM:** Robin Miller   
Planning Board Secretary

**CC:** Karen Carnevale, Municipal Clerk  
Mark Moon, Esq.

**DATE:** March 13, 2019

**RE:** **Preliminary Investigation and Report**  
Proposed Non-Condemnation Area in Need of Redevelopment  
Block 68, Lot 1  
46 Mount Pleasant Avenue

---

At the Planning Board hearing on March 6, 2019, the Planning Board voted to recommend to Township Council that the above referenced property qualify as a Non-Condemnation Area in Need of Redevelopment Pursuant to N.J.S.A. 40A:12A-1 et. seq.

Attached please find executed copy of the Planning Board Resolution adopted March 12, 2019.

Kindly advise the Planning Board of any subsequent action taken by the Council regarding this matter.

Please do not hesitate to contact this office if you have any questions.

Thank you.



AN EQUAL OPPORTUNITY EMPLOYER

[www.westorange.org](http://www.westorange.org)

**RESOLUTION OF THE PLANNING BOARD**

**TOWNSHIP OF WEST ORANGE**

Decided: March 6, 2019

Memorialized: March 12, 2019

WHEREAS pursuant to N.J.S.A. 40A:12A-1, et seq the Local Redevelopment and Housing Law (the “LRHL”) the Planning Board was directed by the West Orange Township Council pursuant to Resolution #266-18 adopted on November 27, 2018 and Resolution #12-19 adopted on January 8, 2019, to conduct a preliminary investigation in order to study the area listed therein and generally described as the 46 Mount Pleasant Avenue Study Area (the “Study Area”) to determine whether it should be designated as an area in need of redevelopment under the Local Redevelopment and Housing Law; and

WHEREAS the firm of Heyer Gruel & Associates (“HGA”) was engaged to conduct a study and make recommendations as to whether any or all of the property within the Study Area met the criteria as an area in need of redevelopment; and

WHEREAS HGA did conduct a study and prepare a report dated February 6, 2019 (the “Report”); and

WHEREAS the Planning Board conducted a public hearing at a meeting held on March 6, 2019 after notice;

WHEREAS the Planning Board having received testimony from Susan Gruel, PP and having allowed for questions and comments from all members of the public desiring to be heard, hereby makes the following findings and conclusions:

1. The Board having received the report from HGA and having heard testimony from

Susan Gruel, PP, and having provided an opportunity for public comment, and having deliberated on the matter, hereby finds that there is sufficient information to recommend that the Study Area meets the statutory criteria for designation as an area in need of redevelopment.

2. The Board finds credible the testimony of Susan Gruel who detailed the reasons why the Study Area qualifies under the statute N.J.S.A. 40A:12A-5(d). The criteria under subsection “d” are as follows:

Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.

3. The Board finds there is substantial evidence that the library property suffers from faulty arrangement, obsolescence and an obsolete layout which has a detrimental affect on the general welfare of the community. The original building is 60 years old and the addition is 40 years old. An architectural assessment prepared by Arcari + Iovino Architects in October 2015 identified \$1.6 million in improvements needed to address physical deficiencies, ADA access, electrical upgrades, fire detection and other building systems and site issues. A portion of the façade of the Edison Wing collapsed in 2015. In addition to maintenance and repair work, asbestos containing materials (ACMs) were identified in the building, both friable and non-friable.

4. A study by the Information Policy and Access Center released October 1, 2015

indicated how the function of libraries in an increasingly digital world has changed. Libraries now serve an essential role in offering digital services to people that cannot access them elsewhere. One of the report's conclusions is that "a library's ability to provide these services is closely related to the quality of its infrastructure." The faulty arrangement, obsolete layout and functional obsolescence of building systems and equipment in the West Orange library hinder the facility's ability to provide these services. As noted in the HGA report "without substantial upgrades or reconfiguration, the physical constraints of the building prevent the library from offering the full range of modern tools and programs that promote digital inclusion and provide the services that modern libraries seek to offer the communities they serve." Among the physical constraints are: the main library floor has but one small meeting room and an undersized teen area; the ground floor meeting room is not well positioned to host programs due to its distance from staff and physical separation from the main public portion of the library; and the age of the structure limits the library's ability to provide additional computers, charging stations and other multi-media offerings.

5. The West Orange Public Library Strategic Plan 2016-2019 attached to the HGA Report resulted from a planning process that included patron surveys and assistance of an outside consultant. The discussion of the facility in the Plan indicated that the library space is not sufficient to provide for the new demands, which include additional programming space, meeting rooms, training classes, upgrades to electric and technology needs including charging stations, adequate seating and an overall modernization of the main floor.

6. The Board agrees with the HGA reports findings that the physical deficiencies, obsolescence, faulty arrangement of the existing physical facility and their negative impact upon the type of programming that modern libraries are called to provide result in a deleterious impact upon the general welfare of the community.
7. The HGA report was based upon visits to and observations of the site, photographs of the site, discussions with various stakeholders, review of the West Orange Public Library Strategic Plan 2016-2019, the study by the Information Policy and Access Center released October 1, 2015, the architectural assessment prepared by Arcari + Iovino Architects in October 2015, and the benchmarks provided by the Institute of Museum and Library Services. The Board finds there is substantial evidence to support the conclusion in the report that the Study Area qualifies as an area in need of redevelopment.
8. The Board hereby incorporates by reference the HGA Report dated February 6, 2019 with exhibits and the testimony of Susan Gruel at the public hearing held on March 6, 2019.

IT IS HEREBY RECOMMENDED:

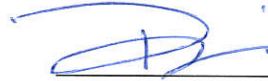
- (i) That the Township Council designate the Study Area as an area in need of redevelopment under N.J.S.A. 40A:12-1, et seq.; and
- (ii) That the Township Council consider expanding the Study Area to include additional properties in the same area either now or at some point in the future.



IN WITNESS WHEREOF, the Board has caused this Resolution to be executed by its  
Chairman and Secretary on the 12<sup>th</sup> day of March 2019.



Ron Weston, Chairman



Robin Miller, Secretary

**Vote on the Action Taken by the Board**

| Board Member         | Motion | Second | Aye | Nay | Abstain | Absent |
|----------------------|--------|--------|-----|-----|---------|--------|
| Bagoff               |        | *      | *   |     |         |        |
| Cardoza (Vice Chair) |        |        |     |     |         | *      |
| Keigher              |        |        | *   |     |         |        |
| Klein                |        |        | *   |     |         |        |
| McCartney            |        |        | *   |     |         |        |
| Trenk                |        |        | *   |     |         |        |
| Wegner               |        |        | *   |     |         |        |
| Wilkes               |        |        | *   |     |         |        |
| Williams (Alt. #1)   |        |        | *   |     |         |        |
| Johnson (Alt. #2)    |        |        |     |     |         |        |
| Weston (Chair)       | *      |        | *   |     |         |        |

**Vote on the Memorializing Resolution**

| Board Member         | Motion | Second | Aye | Nay | Abstain | Absent |
|----------------------|--------|--------|-----|-----|---------|--------|
| Bagoff               | ✓      |        | ✓   |     |         |        |
| Cardoza (Vice Chair) |        |        |     |     |         |        |
| Keigher              |        |        | ✓   |     |         |        |
| Klein                |        |        | ✓   |     |         | ✓      |
| McCartney            |        |        | ✓   |     |         |        |
| Trenk                |        | ✓      | ✓   |     |         |        |
| Wegner               |        |        | ✓   |     |         |        |
| Wilkes               |        |        | ✓   |     |         |        |
| Williams (Alt. #1)   |        |        |     |     | ✓       |        |
| Johnson (Alt. #2)    |        |        |     |     |         |        |
| Weston (Chair)       |        |        | ✓   |     |         |        |





# Exhibit “B”

March 12, 2019

Chairman Ron Weston  
Township of West Orange Planning Board  
66 Main Street  
West Orange, NJ 07052

RE: Proposal for Professional Planning Services  
Redevelopment Plan – West Orange Public Library Site (46 Mt. Pleasant Avenue)

Dear Mr. Weston:

We are pleased to submit this proposal to provide professional planning services associated with the preparation of a Redevelopment Plan for the West Orange Public Library Site. Our firm is well versed in the preparation of redevelopment plans throughout the State. We have extensive experience working with the Local Redevelopment and Housing Law (LRHL) and frequently sit on panels dealing with redevelopment law topics. As you know, we are in the process of working with the Township on several redevelopment projects, including the recent completion of the Area in Need of Redevelopment Study for the Library property.

The Redevelopment Plan would be prepared in accordance with the provisions of the Local Redevelopment and Housing Law (LRHL). Our office would work closely with the Township Governing Body, Planning Board, property owners, and any other parties deemed appropriate to develop conceptual plans and standards for the Area. The following elements would be included, as required by the LRHL:

- The plan relationship to definitive local objectives as to appropriate land uses, density of population and approved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
- Proposed land uses and building requirements in the area, including conceptual site layouts.
- An identification of any properties within the redevelopment area which are proposed to be acquired in accordance with the Redevelopment Plan.
- Any significant relationship to the Redevelopment Plan to the Master Plans of contiguous municipalities, the Master Plan of the county in which the municipality is located and the State Development and Redevelopment Plan.
- The Redevelopment Plan will discuss its relationship to pertinent municipal development regulations. The Plan will either supersede applicable provisions of the development regulations of the Township or constitute an overlay zoning district within the redevelopment area.

Our fee for preparation of the Redevelopment Plan would not exceed a total of \$18,000, including attendance at one Planning Board meeting and one Council meeting. All other meetings (e.g. internal, additional public) will be billed separately per meeting at our hourly rates.

We welcome the opportunity to work with the Township on this important redevelopment project. Should you have any questions, please do not hesitate to contact us.

Sincerely yours,

HEYER, GRUEL & ASSOCIATES



Fred Heyer, PP, AICP LEED- AP ND, CNUa  
Principal



Susan S. Gruel, PP  
Principal

## STAFFING AND RATES

The following is a breakdown of anticipated staffing involvement and hourly rates:

| 2019 FEE SCHEDULE - MUNICIPAL CLIENTS |                |                |
|---------------------------------------|----------------|----------------|
| PRINCIPALS:                           | SUSAN S. GRUEL | \$175 PER HOUR |
|                                       | FRED HEYER     |                |
| PRINCIPAL PLANNERS:                   |                | \$150 PER HOUR |
| SENIOR PLANNERS:                      |                | \$135 PER HOUR |
| ASSOCIATE PLANNERS:                   |                | \$110 PER HOUR |

*Note: Travel time or mileage charges are not billed.*

**RESOLUTION**  
**ABANDONED CAR AUCTION**

Vehicles in violation, accidents, and/or abandoned will be towed off the street by a licensed Towing Company designated by the Township. The Township is authorized to sell at Public Auction unclaimed vehicles pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange that the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell four (4) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of the sale is Tuesday April 2, 2019 at 2:00 PM in following location:

Twin Towing  
1 Lakeside Avenue  
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell five (5) transferable vehicle title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date and time of the sale is Tuesday April 2, 2019 at 3:00 PM in following location:

Select Towing  
52 Washington Street  
West Orange, NJ 07052

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

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**Jerry Guarino**  
**Council President**

**Adopted: March 19, 2019**

**Advertisement****ABANDONED CAR AUCTION NOTICE**

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday April 2, 2019 at 2:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles may be inspected at Twin Towing, Inc., 1 Lakeside Avenue, West Orange, NJ 07052.

| <u>YEAR</u> | <u>MAKE</u> | <u>VEHICLE ID</u> |
|-------------|-------------|-------------------|
| 2003        | FORD        | 1FDNE31M83HB52703 |
| 2008        | MB          | 4JGBB86E18A371724 |
| 1999        | HON         | 2HGEJ642XVH101567 |
| 1999        | HON         | 2HGEJ6611XH578704 |

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157 the Township of West Orange will hold for sale at public auction on Tuesday April 2, 2019 at 3:00 pm prevailing time, the vehicles listed below. The sale will be held and vehicles may be inspected at Select Towing, 52 Washington Street, West Orange, NJ 07052.

| <u>YEAR</u> | <u>MAKE</u> | <u>VEHICLE ID</u> |
|-------------|-------------|-------------------|
| 1997        | NIS         | 1N4BU31D1VC161971 |
| 2010        | FORD        | 1ZVBP8EN2A5168392 |
| 2003        | FORD        | 1FTNE24W93HB86189 |
| 2004        | DOD         | 1D7HU18D14J278741 |
| 2008        | PON         | 1G2ZG57B084249589 |

All of the above vehicles shall be sold as transferable titles. Sales are subject to payment of all accumulated towing and storage charges. A 25% deposit will be required in cash and the balance payable in payable in 24 hrs. Vehicles will be removed from the storage premises at buyer's expense within 48 hours of the sale date.

Anne DeSantis  
Purchasing Agent

**TOWNSHIP OF WEST ORANGE  
BOND ORDINANCE NUMBER 2564-19**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION  
OF REAL PROPERTY COMMONLY KNOWN AS THE  
ROCK SPRING GOLF COURSE, BY AND IN THE  
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF  
ESSEX, STATE OF NEW JERSEY; APPROPRIATING  
\$12,050,340 THEREFOR AND AUTHORIZING THE  
ISSUANCE OF \$12,050,340 BONDS OR NOTES OF THE  
TOWNSHIP TO FINANCE THE COST THEREOF**

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

**SECTION 1.** The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a general improvement or purpose to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the amount of \$12,050,340. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations solely for purposes described in N.J.S.A. 40A:2-7(d).

**SECTION 2.** For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$12,050,340 appropriation, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$12,050,340 pursuant to and within the limitations prescribed by the Local Bond Law. In anticipation of

the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$12,050,340 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**SECTION 3.** (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued is for the acquisition of and the payment of the purchase price for real property, a lawful public purpose, consisting of approximately 137.92 acres located at 90 Rock Spring Road, such real property being designated as: Block 46.01, Lots 22 through 31; Block 160, Lots 2 and 10; and Block 160.01, Lots 30 and 34 on the Official Tax Map of the Township, commonly known as the Rock Spring Golf Course (the "Golf Course"), including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$12,050,340.

(c) The estimated cost of said improvement or purpose is \$12,050,340.

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



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

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

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

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

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement which the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by

\$12,050,340 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$950,340 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

**SECTION 9.** The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township

shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

**SECTION 10.** The Township is hereby authorized to acquire the Golf Course and to negotiate an agreement of sale for the aforesaid acquisition. The Mayor, Business Administrator, Chief Financial Officer, Township Attorney and Township Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement of sale and any and all documents necessary to acquire said Golf Course.

**SECTION 11.** The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

**SECTION 12.** If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a)

of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

**SECTION 13.** This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

**ADOPTED ON FIRST READING  
DATED: February 19, 2019**

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

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**JERRY GUARINO, Council President  
Township of West Orange**

**ADOPTED ON SECOND READING  
DATED: March 19, 2019**

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

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**JERRY GUARINO, Council President  
Township of West Orange**

**APPROVAL BY THE MAYOR ON THIS \_\_\_\_\_ DAY OF MARCH, 2019.**

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**ROBERT D. PARISI, Mayor  
Township of West Orange**

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

**PUBLIC NOTICE  
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on February 19, 2019. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Council to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, on March 19, 2019 at 7:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

**Title:** BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY COMMONLY KNOWN AS THE ROCK SPRING GOLF COURSE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$12,050,340 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$12,050,340 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

**Purpose(s):** Acquisition of and payment of the purchase price for real property consisting of approximately 137.92 acres located at 90 Rock Spring Road, such real property being designated as: Block 46.01, Lots 22 through 31; Block 160, Lots 2 and 10; and Block 160.01, Lots 30 and 34 on the Official Tax Map of the Township, commonly known as the Rock Spring Golf Course, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

**Appropriation:** \$12,050,340

**Bonds/Notes Authorized:** \$12,050,340

**Grants Appropriated:** None

**Down Payment:** None

**Section 20 Costs:** \$950,340

**Useful Life:** 40 years

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

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

**PUBLIC NOTICE  
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on March 19, 2019 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

**Title:** BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF REAL PROPERTY COMMONLY KNOWN AS THE ROCK SPRING GOLF COURSE, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$12,050,340 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$12,050,340 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

**Purpose(s):** Acquisition of and payment of the purchase price for real property consisting of approximately 137.92 acres located at 90 Rock Spring Road, such real property being designated as: Block 46.01, Lots 22 through 31; Block 160, Lots 2 and 10; and Block 160.01, Lots 30 and 34 on the Official Tax Map of the Township, commonly known as the Rock Spring Golf Course, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon.

**Appropriation:** \$12,050,340

**Bonds/Notes  
Authorized:** \$12,050,340

**Grants  
Appropriated:** None

**Down Payment:** None

**Section 20 Costs:** \$950,340

**Useful Life:** 40 years

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

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

**CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on February 19, 2019 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, in said County, and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

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



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

**CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on March 19, 2019 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, in said County, and that the following was the roll call:

Present:

Absent:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

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

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

**CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE**

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

1. Attached hereto is the bond ordinance introduced on February 19, 2019 and finally adopted on March 19, 2019.

2. After introduction, the bond ordinance was published as required by law on March \_\_, 2019 in the West Orange Chronicle.

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

4. After final passage, the bond ordinance was duly approved by the Mayor on March \_\_, 2019 and was duly published as required by law on March \_\_, 2019 in the West Orange Chronicle. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

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

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

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

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of February 19, 2019, that such Supplemental Debt Statement was filed in my office on or by February 19, 2019 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on \_\_\_\_\_, 2019.

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

**AN ORDINANCE AMENDING CHAPTER 25, SECTION 3.2 OF THE REVISED  
GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE  
(Zone Map)**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY** that Chapter 25 of the Revised General Ordinances of the Township of West Orange be and are hereby amended as follows:

**I. PURPOSE**

The purpose of this Ordinance is to revise the zoning designation of all or part of certain lots in Block 117 from B-1 Business to I Industry consistent with recommendations from the Township's Planning Director.

**II. CHAPTER 25, SECTION 3.2 SHALL BE AND HEREBY IS AMENDED AND SUPPLEMENTED TO INCORPORATE THE FOLLOWING:**

**25-3.2 Zone Map and Table of District Regulations.**

- a. District locations and boundaries are established as shown and delineated on the "Zoning District Map of the Township of West Orange," referred to as "Zoning District Map." The map is hereby declared to be part hereof and the Zone Districts so bounded and defined are hereby established. The bulk and use regulations for each district are established in the Table of District Regulations which may be found at the end of this chapter. The Zoning District Map may be found on file in the Township Offices.
  1. The "Zone District Map" of the Township of West Orange is hereby amended to remove the following lands from a B-1 District and place them in an I District:
    - (a) Block 117, portions of Lots 39 and 39.01.
    - (b) Block 117, Lot 48.01.
- b. District boundary lines follow the center lines of streets and similar rights-of-way, or lot lines, unless a specified dimension on the Zoning Map indicates otherwise.
- c. In case of uncertainty as to the true location of a district boundary line, the determination shall be made by the Zoning Officer. An appeal may also be taken to the Zoning Board provided in N.J.S.A. 40:55D-70.
- d. Any use not specifically permitted in a zoning district established by this chapter is hereby expressly prohibited from that district.

**III. REPEAL OF CONFLICTING ORDINANCES**

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

**IX. 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.

**X. EFFECTIVE DATE**

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

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

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**Robert D. Parisi, Mayor**

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**Jerry Guarino, Council President**

**Introduced: March 19, 2019**

**Adopted:**

**Legislative History**

This Ordinance rezones two parcels that have split lot zoning and one adjacent parcel in the same tax block from B Business to I Industry consistent with existing uses on these properties. These revisions are being made consistent with the recommendations from the Township's Zoning Director as set forth in the memorandum annexed hereto as Exhibit "A."

# Exhibit “A”





# TOWNSHIP OF WEST ORANGE

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

## Department of Planning and Development

**ROBERT D. PARISI**  
*Mayor*

Tel: (973) 325-4110  
Fax: (973) 325-6359  
Email: [planning@westorange.org](mailto:planning@westorange.org)

**TO:** Richard Trenk, Esq., Township Attorney  
**FROM:** Paul Grygiel, AICP, PP, Planning Director  
**DATE:** March 4, 2019  
**RE:** **Potential Rezoning – Portion of Block 117**

I have looked into an issue raised by the Downtown West Orange Alliance regarding split zoning of certain properties in the Tory Corner section of downtown West Orange. It is my recommendation that consideration be given to adjusting the zone boundary between the B-1 Business zone and the I Industrial zone in Block 117 for the reasons described below.

All properties fronting on Washington Street in Tory Corner are located in the B-1 zone, other than Washington School located at the intersection of Main Street and Washington Street. On the south side of Washington Street, the B-1 zone boundary runs along lot lines except in one location: Block 117. On that block, two parcels (Lots 38.01 and 39) are split between the B-1 and I zones. It is noted that these two parcels and the other lot in Block 117 fronting on Washington Street (Lot 48.01) are developed with uses that are not permitted in the B-1 zone (automobile and truck repair and automobile sales). Moving the zone boundary to Washington Street to include the entirety of Lots 38.01 and 39, as well as Lot 48.01, in the I zone would eliminate this nonconforming condition.

A counterargument could be made that the intention of including the northern portions of Lots 38.01 and 39 and Lot 48.01 in the B-1 zone is to encourage their transformation to permitted uses. However, the New Jersey Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-62a requires zoning ordinances to “be drawn with reasonable consideration to the character of each district and its peculiar suitability for particular uses and to encourage the most appropriate use of land.” Given the existing uses on these parcels, it may be appropriate for the Township Council to reconsider their placement all or in part in the B-1 zone.



AN EQUAL OPPORTUNITY EMPLOYER  
[www.westorange.org](http://www.westorange.org)

The map shows a portion of the Town of West Orange, with the following details:

- Streets:** Columbia St, Liberty St, Washington St, and Watson Ave.
- Zoning:** B-1 Zone and I Zone.
- Lots:** Numerous lots are shown, with some numbered (e.g., 117, 39, 49, 50, 52, 54, 55, 56, 58, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).
- Dimensions:** Various lot dimensions are provided in feet (e.g., 117.00', 113.02', 110.90', 108.50', 106.00', 104.00', 102.00', 100.00', 98.00', 96.00', 94.00', 92.00', 90.00', 88.00', 86.00', 84.00', 82.00', 80.00', 78.00', 76.00', 74.00', 72.00', 70.00', 68.00', 66.00', 64.00', 62.00', 60.00', 58.00', 56.00', 54.00', 52.00', 50.00', 48.00', 46.00', 44.00', 42.00', 40.00', 38.00', 36.00', 34.00', 32.00', 30.00', 28.00', 26.00', 24.00', 22.00', 20.00', 18.00', 16.00', 14.00', 12.00', 10.00', 8.00', 6.00', 4.00', 2.00').
- Other Features:** A 'TOWN OF WEST ORANGE EXEMPT' area is shown, and a 'PLAT MAP' is indicated.

 Existing zone boundary  
 Potential amended zone boundary



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