

1. Conference Meeting Agenda-Revised

Documents: [CA10.2.12.PDF](#)

2. Public Meeting 10/2/2012

Documents: [PM10.2.12.PDF](#)

3. Resolutions

Documents: [177-12 APPROVING NJAI LICENSE AGREEMENT WITH OSPAC.PDF](#), [177-12 LICENSE AGREEMENT - NJAI.PDF](#), [177-12 SUBLICENSE AGREEMENT - NJAI.PDF](#), [177-12 OSPAC RULES - NJAI.PDF](#), [178-12 PAUL GRYGIEL AMENDED 10.2.12.PDF](#), [179-12 EXECUTIVE SESSION 10.2.12.PDF](#)

3.I. Resolutions-Cont'd

Documents: [190.12 ATTACHMENT B - 2008 RESOLUTION.PDF](#), [180-12 TAX COURT RESOLUTIONBRACH EICHLER 10.2.12.PDF](#), [181-12 RAFFLE LICENSES- 10.2.12.PDF](#), [182-12 CHANGE ORDER NO. 1 + FINAL-GRANADA CONSTRUCTION CORP. 10.2.12.PDF](#), [184-12 RESOLUTION AUTHORIZING ABANDONED CAR SALE 10.2.12.PDF](#), [185-12 RESOLUTION FOR CHANGE ORDER NO 2 - SHAUGER 10.2.12.PDF](#), [187-12 ATTACHMENT \(12-02\) PB RESOLUTION.PDF](#), [187-12 SUPPORTING LEGISLATION OF PLANNING BOARD 10.2.12.PDF](#), [188-12 TAX COURT RESOLUTION SCHNECK 10.2.12.PDF](#), [189-12 AGREEMENT WITH AFSCME.PDF](#), [190-12 ATTACHMENT C - CONTRACT.PDF](#), [190-12 EXTENDING CONTRACT WITH RELIABLE WOOD FOR RECYCLING CENTER - ATTACHMENT A.PDF](#), [190-12 RESOLUTION EXTENDING RELIABLE WOOD \(2012 TO 2013\) 10.2.12.PDF](#)

3.I.i. 183-12

Documents: [183-12 SUBORDINATION OF MORTGAGE-29 JOYCE STREET.PDF](#)

3.I.i.1. 186-12 Revised

Documents: [186-12 TAX REFUND 10.2.12.PDF](#)

3.I.i.2. 187-12 Attachment

Documents: [SENATE BILL S1534 + ASSEMBLY BILL A2586.PDF](#)

4. Ordinance(S) On Second And Final Reading

Documents: [2361.12 SAMPLE NOTICE OF VIOLATION.PDF](#), [2361-12 AUTH ENTRY ON TO PROPERTY TO ABATE GRASS SNOW ICE-FINAL.PDF](#), [2361-12 CHECKLIST RE ABATEMENT OF SNOW ICE OR GRASS VIOLATION - DRAFT.PDF](#), [2361-12 SUPPORTING MATERIAL SECTION CODE 14-8 1 AND 14-8 2.PDF](#)

5. Ordinance(S) On First Reading

Documents: [2362-12 SALARY ORDINANCE-BUDGET 10.2.12.PDF](#)

Agenda

COUNCIL COMMITTEE CONFERENCE MEETING Council Chambers - 66 Main Street, West Orange, NJ **October 2, 2012**

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 7, 2011. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 7, 2011.

6:30 P.M.

- **Presentation: Anti Bullying**

Steve Goldstein-Garden State Equality
Anti Bullying Campaign

- Recreation Department Monthly Update

7:00 P.M.

- Public Meeting

AGENDA
October 2, 2012
Council Chambers-66 Main Street
West Orange, NJ
7:00 p.m.

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. A notice of this meeting was mailed to the Star Ledger and the West Orange Chronicle on December 7, 2011. A notice of this meeting was also posted on the Bulletin Board in the Municipal Building, West Orange and filed in the office of the Municipal Clerk of the Township of West Orange on December 7, 2011.

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 – Councilman Guarino, Councilman Krakoviak, Councilwoman McCartney, Councilwoman Spango, Council President Cirilo (Mayor Parisi)

Pledge of Allegiance

2. General Matters Pending

3. Public Comment

***4. Consent Agenda**

***5. Approval of Minutes of Previous Meeting-Public Meeting July 17, 2012, August 21, 2012 & September 11, 2012**

***6. Reading of Petitions and Communications and Bids-None**

***7. Report of Township Officers-Municipal Judge's Report August 2012**

***8. Bills**

***9. Resolutions**

TABLEDa. 177-12 Resolution Authorizing a License Agreement Between the Township of West Orange and New Jersey Arts Incubator (NJAI) for the Use of the Oskar Schindler Performing Arts Center (OSPAC) for a Term of Five (5) Years

(tabled at the meeting of September 11, 2012)

b. 178-12 Resolution Amending the Agreement Between the Township of West Orange and Paul Grygiel for Services Rendered (Resolution 153-11) in the Amount NTE \$270.00

c. 179-12 Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation

d. 180-12 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey

e. 181-12 Resolution Authorizing Raffle Licenses

f. 182-12 Resolution Authorizing Change Order No. 1 & Final which Represents as-built Quantities Resulting in a Decrease of \$3,168.01 with Granada Construction Corp for the 2011 Roadway Improvements, Phase I, Various Streets

g. 183-12 Resolution Authorizing a Subordination of Mortgage/Yollette Adolphe, 29 Joyce Street

h. 184-12 Resolution Authorizing An Abandoned Car Sale To Be Held On October 16, 2012 by Twin Towing, Inc., Select Towing, Inc. & Panek's Service Center, Inc.
All vehicles collected by the Township's authorized towing companies and abandoned by the owners can be sold at auction pursuant to State and Local Laws.

i. 185-12 Resolution Authorizing Change Order No. 2 & Final which Represents a Decrease of \$18,771.40 with Shauger Property Services to the Valley Road Streetscape

j. 186-12 Resolution Authorizing the Tax Collector to Refund Overpayment of 2012 Real Estate Taxes Due to Overpayment by Property Owner

k. 187-12 Resolution In Support of the Planning Board's Opposition to New Jersey Senate Bill S1534 and Assembly Bill A2586 Urging the State Legislators to Vote Against the Passage of Both Bills

Agenda Material Subject to Change Prior to Meeting

- l. 188-12 Resolution Authorizing the Collector of Taxes to Rebate Payment to the Listed Taxpayer Pursuant to Final Judgment by the Tax Court of New Jersey
- m. 189-12 Resolution Authorizing a Memorandum of Agreement with AFSCME Council 52 Local 3476 (“Non- Supervisory Union”) and the Township of West Orange
- n. 190-12 Resolution Authorizing a One Year Extension to the Original Contract with Reliable Wood Products, LLC, One Caven Point Road, Jersey City, NJ 07305 Commencing on October 1, 2012

10. Ordinances on Second and Final Reading

- a. 2361-12 An Ordinance Creating New Township Code Section 14, Section 8.2A and Revising the Revised General Ordinances of the Township of West Orange to Allow for Snow, Ice and Grass Removal on Privately Owned Properties by Township Employees or Agents

11. Ordinances on First Reading

- a. 2362-12 An Ordinance Amending An Ordinance Creating a Reclassification and Salary Schedule of Certain Township of West Orange Municipal Employees Setting Forth Their Titles, Classification and Salary Ranges and Adopting a Salary Guide and Establishing the Employees Status as a Township Employee and Under the Guidelines of the New Jersey Department of Personnel

12. ABC Hearing-None

13. Adjournment

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

RESOLUTION

WHEREAS, the Township of West Orange owns certain property located on Boland Drive in the Township of West Orange ("Property") known as the Oskar Schindler Performing Arts Center ("OSPAC"); and

WHEREAS, the Township acquired the Property for the purpose of developing a theatrical, cultural and community center; and

WHEREAS, a non-profit corporation has been formed under the laws of the State of New Jersey known as the Oskar Schindler Performing Arts Center, Inc. or OSPAC; and

WHEREAS, the Township desires for OSPAC to be separate and distinct subject to various restrictions; and

WHEREAS, the Township has negotiated the annexed License Agreement for the term of five (5) years; and

WHEREAS, the Township has reviewed certain rules and regulations and desires to have rules and regulations in force with regard to all uses of the Property;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Orange that the Township hereby authorizes, approves and empowers the Mayor to execute the annexed License Agreement including the mandated Sublicense Agreement and Rules and Regulations for use of OSPAC and the Municipal Clerk to attest to the Mayor's signature.

Victor Cirilo, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: October 2, 2012

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey ("Township"),

and

New Jersey Arts Incubator ("NJAI") , a New Jersey Not for Profit Corporation whose address is c/o Amy Simon, Chairperson, 64 Wellington Avenue, West Orange, New Jersey ("Licensee" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of June 1, 2012 ("Effective Date"). This Agreement shall not be effective until Township receives a copy of this Agreement executed by the President of the Board of Trustees of Licensee along with a Resolution evidencing approval by the Licensee's Board of Trustees.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes all the premises, grounds and building now known as the Oskar Schindler Performing Arts Center on Boland Drive in the Township (the "Premises").

3. **Term.** The term of this License shall be for five (5) years effective date of June 1, 2012 ending May 31, 2017.

4. **Licensee's Use.** Licensee shall use the Premises for a performing arts facility with all rights to indoor and outdoor usage of the building in furtherance of NJAI's mission and not for any private use.

5. **Fee and Insurance.** A fee shall be payable annually for the term of the license in the amount of one dollar (\$1.00). In addition to the nominal fee, Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. Licensee shall provide Township with a copy of same and renewals thereof not less than thirty (30) days before the date on which the insurance expires. This Agreement shall not be effective until Township receives the required insurance.

6. **Usage.** Licensee shall have the non-exclusive use of the Premises during the term of the Agreement. Township may utilize the facilities for Township events with notice at least thirty (30) days in advance. The Parties agree to negotiate any scheduling conflicts in good faith. All outside community users will be subject to the attached rules and regulations, and will sign a sublicense agreement with Licensee covering such usage on reasonable terms and conditions of Licensee and agrees to pay any out of pocket expenses of Licensee. Licensee shall be permitted to license the Premises for events or ongoing community related services which agree to license or sublease the Premises and which do not interfere with NJAI's obligation to provide at least eight (8) programs annually at the Premises. Programming content shall be family oriented as determined by Township Business Administrator. Sublicensees of the Premises through NJAI shall be subject to this master Agreement, which will be indicated in

such Sublicense agreement. All Sublicensees must be not-for-profit organizations authorized to do business in the State of New Jersey. The Licensee agrees that Township may choose to continue an annual jazz or other music festival in September with which Licensee shall reasonably cooperate.

7. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

8. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are needed because of misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which event, Licensee shall make those repairs at Licensee's own expense.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitute fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination of this Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of the term, subject to reasonable wear and tear and damage caused by conditions or events beyond Licensee's control except as to improvements.

10. **Abandoned Property.** All of Licensee's property remaining on the Premises after this Agreement terminates shall be deemed abandoned and the sole property of Township.

11. **Rules and Regulations.** Attached to this agreement is a copy of certain Rules and Regulations. The rules and regulations are for use of the Premises by persons or entities who will execute a sublicense agreement with Licensee for the use of the Premises. Any changes to these rules and regulations will be submitted to Township and must be approved in writing before implementation.

12. **Services.** Township shall provide utilities to the Premises, including heat, hot water, electric and gas, if any. Township also agrees, in its discretion, to provide auxiliary police officers when necessary. Township shall retain the right to implement any cost saving features that do not substantially interfere with the use of the Premises by Licensee. Township shall provide garbage collection and landscaping services to the Premises. Licensee agrees to bag and place all garbage in a secure area. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

13. **Damage to Building.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, as reasonably estimated by Township, equals or exceeds fifty (50%) percent of the Premise's replacement value (exclusive of foundations) just prior to the damage, then Township may, no later than thirty (30) days following the damage, give Licensee notice of election to terminate this Agreement. If the cost of restoration equals or exceeds fifty (50%) percent of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased, Licensee may, no later than thirty days following the damage, give Township notice of election to terminate this Agreement. In the event of either of these elections, this Agreement shall terminate on the 31st day after the giving of notice, and Licensee shall surrender possession of the Premises within a reasonable time. If the cost of

restoration as estimated by Township amounts to less than fifty (50%) percent of the replacement value of the Premises, or if despite the cost Township does not elect to terminate this Agreement, Township shall restore the Premises with reasonable promptness, subject to delays in the making of insurance adjustments by Township, and Licensee shall have no right to terminate this Agreement except as provided in this Paragraph. Township need not restore fixtures and improvements owned by Licensee.

14. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to Township action to cure default.

15. **Default.** If Licensee fails to comply with any term and condition herein, Township may terminate this Agreement on five (5) days notice.

16. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses as Licensee or Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

17. **Township's Right to Inspect Premises.** Township may enter the premises at any reasonable time on reasonable notice to Licensee (except that no notice is needed in case of emergency) to inspect the premises or make those repairs, replacements, and additions to the premises or the Building, and Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with this Paragraph.

18. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained in the Building if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction, unless Township fails to take measures that are reasonable in the circumstances to restore the service without undue delay.

19. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises unless Licensee shall have first notified Township in writing of the condition giving rise to the claim and, if the complaints are justified, unless Township fails to remedy the condition within a reasonable time after receipt of the notice.

20. **No Representations.** Neither Party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the Party making the representation or promise.

21. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the rent and any additional rent required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the Premises for the term provided, subject to the provisions of this Agreement.

22. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties

waive trial by jury in any action or proceeding brought in connection with this Agreement or the Premises.

23. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

24. **No Assignment.** The Licensee is not permitted to assign any aspect of this Agreement to any entity or person without the express written consent of Township which consent may be withheld by Township, in its sole discretion.

25. **Licensee's Non-Profit Existence and Board of Trustees.** The Licensee represents and warrants that it is and will remain a non-profit organization organized in accordance with the Internal Revenue Code provisions 501(c)(3). The Licensee's sole purpose and mission shall be to further the arts and cultural enrichment. Specifically, the Licensee shall be organized to (i) operate the performing arts center in Township for the cultural and educational benefit of the community, and (ii) to develop, produce and promote events of a musical or theatrical nature for the benefit of Township. The Licensee agrees to the following:

- i. The Mayor and Township Council shall each be permitted to appoint one (1) non-voting liaison to the Licensee's Board of Trustees and the Business Administrator of Township or his/her designee of shall be notified not less than five (5) days before all Board of Trustees meetings;
- ii. Township Business Administrator shall be provided with a copy of all minutes, resolutions and other actions by the Licensee's Board of Trustees within five (5) days of any such meetings or actions;
- iii. Township shall be provided with non-audited financial statements not less than annually which shall provide a full accounting of all income, assets, expenses, liabilities, grants and other financial information; and
- iv. If any aspect of Licensee's operations fails to comply with the terms herein, Township will notify Licensee of the failure. Upon such notification, Licensee shall have fifteen (15) days in which to correct such failure. If such failure is not corrected within fifteen (15) days, Township may terminate this Agreement on five (5) days written notice.

26. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of Township accruing after such sale, Agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of Township's covenants and obligations.

27. **Dissolution.** In the event of dissolution of Licensee, any and all assets of Licensee at Premises and any other entity or endowment formed for the purpose of supporting programming at the Oskar Schindler Performing Arts Center, shall be donated to a 501(c)3 organization in West Orange operating for the purpose of the continuation and perpetuation of cultural and arts programs in West Orange, New Jersey.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this ____ day of _____ 2012.

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert D. Parisi, Mayor

By: Karen J. Carnevale, Municipal Clerk

NEW JERSEY ARTS INCUBATOR
a New Jersey Not for Profit Corporation, Licensee

By: Amy Simon, Chairperson

By: _____, Secretary

566015_2

SUBLICENSE AGREEMENT

1. THIS AGREEMENT, made and entered into this _____ day of _____, 20____, between New Jersey Arts Incubator (NJAI) hereinafter called the Licensee, and _____ of _____ Address: _____ City: _____ State: _____ Zip: _____ hereinafter called the Sublicensee.

2. Witnesseth, That the said Licensee, in consideration of the rents hereinafter provided for, and the covenants and agreements hereinafter contained, and of the payments of such rents and the performance by the Sublicensee of all such covenants and conditions, hereby gives and grants unto the said Sublicensee the right to use the following portions, and no other, of the building or facility known as OSPAC together with the usual entrances and exits to the same and such additional space as the Licensee in its discretion shall allocate to the Sublicensee to be used for the purpose of and for no other purpose whatsoever without written consent of the Licensee, for a period commencing on: date _____, time _____ and ending on: date _____, time _____.

3. The Sublicensee agrees to pay the Licensee a fee for use of the space the sum of \$_____ plus the additional sum of \$_____ for front house staff, technical support, and a damage deposit for a total sum of \$_____. All checks must be made payable to NJAI.

4. The Sublicensee shall not be permitted to sell or permit use or consumption of any tobacco products or alcohol on the Premises. If souvenirs, records, programs, etc. are sold, Sub-Licensee must obtain permission in writing from the Licensor and the Licensor will receive ____% of all gross sales.

5. NJAI designated personnel shall have free access at all times to all space occupied by the Sublicensee.

6. The Licensee shall not be responsible for payment of any Federal, State or local taxes arising out of, or in connection with, the use of said Premises by the Sublicensee. The Licensee and Township shall not be liable for any loss by theft or otherwise, damage by accident, fire, action of the elements or other cause, to machinery, equipment, paraphernalia, costumes, clothing, trucks, exhibit materials, scenery, musical instruments or cause for same, or any other property of the Sublicensee.

7. The Sublicensee shall not assign or transfer this agreement to third parties without the written consent of the Licensee. In the event that the Sublicensee transfers this agreement in violation of terms of this Sublicense, Licensee shall have the right to terminate the agreement with or without process of the law and the Sublicensee agrees to peaceably give up possession of the Premises immediately.

8. The Sublicensee will be liable for all damage to buildings and equipment incident to the Sublicensee's use of the Premises and agrees to indemnify and hold harmless the Licensee and Township from any claims or suits arising out of the injury or death to any person or damage to any property resulting from the use of said building by Sublicensee. The Sublicensee covenants that if the Licensee/or the Township is made a party to any litigation related to Sublicensee's use and occupancy of the Premises, then the Sublicensee shall pay all costs incurred or imposed.

- 9.** Force Majeure clause: Neither the Licensee nor the Township, their agents shall be held liable for any damage arising from the cancellation of an event due to acts of God, war, civil unrest, homeland security issues, or other conditions not in the control of Licensee or Township.
- 10.** The Licensee shall in no way be construed as co-sponsored of any activity of the Sublicensee and shall not be implied in any advertising, handbills, public service announcements, etc. The logotype of NJAI and its agents (including but not limited to the seal and logotype of NJAI) remain the property of the Licensee and shall not be used, except with the permission of NJAI.
- 11.** All fees and other sums herein provided to be paid whether due or not shall be and constitute a first lien on all property of the Sublicensee in or upon the Premises at the time of any default hereunder. The Sublicensee hereby mortgages or pledges said property of the Sublicensee for the purpose of securing the payment of all fees and sums to be paid. In the event of such default the Licensee may take possession of any and all of said property including box office receipts and hold the same until such default has been remedied, and if not remedied or satisfied within ten days of such shall apply the proceeds therefrom to the satisfaction of any amounts due the Licensee and shall pay over to the Sublicensee any sums remaining therefrom.
- 12.** All equipment, materials, props; etc. brought on to the Premises shall be removed immediately after the program unless prior agreement has been made in writing. Any property left on the Premises by the Sublicensee shall, after a period of 48 hours from the last day of occupancy be deemed abandoned and becomes the property of the Licensee to be disposed of or utilized at Licensee's discretion.
- 13.** The Sublicensee agrees that it will faithfully use and occupy said Premises hereby demised in accordance with the laws of New Jersey and the ordinances, rules, and regulations of the Township.
- 14.** Payment of Deposit and Fees: Rental Deposits are 50% of the rental fees and 100% of the damage deposit is required at signing of contract. The balance is due no later than 10 business days prior to the event. If balance is not paid, NJAI has the right to cancel the contract.
- 15.** Safety Compliance - The Sublicensee shall use and occupy said Premises in a safe and careful manner. And shall comply with all applicable and municipal, state and federal laws, and rules and regulations as prescribed by the fire and police departments, ADA regulations and other governmental authorities, as may be in force and effect during the tenancy period.
- 16.** The terms of this agreement shall be governed by the laws of New Jersey. Any dispute arising from this agreement shall be resolved in the Courts of Essex County. The Sublicensee expressly consents to be subject to personal jurisdiction in all Courts located in the State of New Jersey. The Sublicensee stipulates that Licensee and/or the Township may seek emergent relief by way of injunction. The Sublicensee stipulates that monetary damages may be difficult to calculate and will not be sufficient to remedy any harm or injury and therefore temporary or interim relief is necessary and appropriate.
- 17.** Every provision of this Agreement shall be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this agreement.

18. By signing this Sublicense Agreement, Sublicensee acknowledges that it has read and agrees to the Rules and Regulations concerning the running of OSPAC attached hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year first above written.

Sublicensee: _____ Licensee: New Jersey Arts
Incubator

BY: _____ BY: _____

DATE: _____
DATE: _____

Oskar Schindler Performing Arts Center **(OSPAC)**

Rules and Regulations

The following Rules and Regulations shall apply for all uses and any Sublicensee of the Premises known as the Oskar Schindler Performing Arts Center ("OSPAC"). All Rules and Regulations are subject to change with approval of the Township of West Orange. Capitalized terms not defined herein are defined in either the License Agreement or the Sublicense Agreement.

- 1. Staff:** Sublicensee shall utilize a prepared, certified or licensed personnel with regard to any electrical systems at the Premises.
- 2. Supervisory Personnel:** Sublicensee will be held responsible for the proper use of OSPAC. It must provide sufficient supervision to monitor the conduct of all the persons attending and shall insure that the activities are confined to the areas and hours requested and agreed upon in the application. Sublicensee must identify a site manager who will be at OSPAC during the entire term of the license.
- 3. Loss or Damage:** In the event that property loss or damage is incurred during such use or occupancy the amount of damages shall be determined by the Township and NJAI and a bill for damages will be presented to the Sublicensee. To avoid conflict as to any loss or damages, a pre inspection will be made and a post performance inspection will also be completed. Both the pre and post inspection must be signed off by an authorized representative of NJAI.
- 4. Approval of Sublicensee:** All applicants requesting use must be approved by NJAI.
- 5. Cancellations:** A written request for cancellation must be received no less than thirty (30) days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred. . Cancellation shall be permitted more than thirty (30) days of load in for performance fifty (50%) percent of deposit will be forfeited for cancellation. The full contract amount will be due for any cancellation within the thirty (30) day period before the performance. Rain dates will be declared in the contract. Sublicensee shall be responsible for payment in the event of weather delays or cancellations. Neither Township nor NJAI shall be held responsible for cancellations due to causes beyond its control, such as strikes, lockouts or force majeure. Weather rescheduling shall be subject to NJAI's schedule and availability. No guarantees exist as to rescheduled dates.
- 6. Safety Coverage:** All Sublicensees must provide spectators insurance listing the Township and NJAI as additional insureds. Sublicensee is responsible for arranging and paying for the appropriate safety coverage. Sublicensee must

present proof of insurance coverage title NJAI Executive Director and Township Business Administrator at least three business days in advance of all usage.

- 7. Safety Regulations:** Sublicensee must comply and observe all local, state and federal safety regulations and laws at all times.
- 8. Drinking, Drugs, Profane language and Smoking:** The sale and/or use of alcoholic beverages, drugs, tobacco products, profane language or gambling in any form is strictly forbidden at all times.
- 9. Custodial/Supervisory Care:** Adequate custodial service is mandatory. Each Sublicensee using OSPAC must assign sufficient custodial/supervisory personnel for continuous duty during the time agreed upon in the application. The NJAI Executive Director will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the set up required. The Sublicensee will be charged the current custodial rate. The fee to be charged will be based on when the custodian reported for the event and until he or she has finished the necessary cleaning up at the conclusion of the event with a minimum charge of four (4) hours. This paragraph shall not apply to West Orange Township events where custodial services are provided by the Township. Approval of custodial services provided by Sublicensee must be approved by Executive Director prior to such services being utilized showing adequate liability insurance for such service.
- 10. Fees:** All checks shall be made payable to NJAI. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time that the agreement is made which can be entered into no later than 30 days prior to the first day of rental period. There shall also be a security deposit in an amount fixed by NJAI. For each rental all or a portion of the deposit will be returned at the conclusion of the contract unless the NJAI Executive Director finds cause to retain it for loss or damage in or to the facility or property. Final payment is due two (2) days before load in. Billing for remaining rental fees, technical cost, custodial cost and other expenses from the rental agreement will be sent upon completion of the event. Payment of these services will be expected within ten (10) days of the billing date.
- 11. Written Material:** All written material including advertisements, brochures, etc. must be approved by NJAI before issuance.

All media and promotional materials released on behalf of the Sublicensee organization must refer to OSPAC in the following manner:

- a) To be performed (or held) at the Oskar Schindler Performing Arts Center

4 Boland Drive West Orange NJ 07052

- 12. Liability Coverage and Indemnification:** In consideration for allowing the rental of OSPAC the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Township and NJAI, its board, officers and employees, to the

fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental Premises and all Licensee facilities, by the Sublicensee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

Insurance: As evidence of its financial ability to indemnify NJAI, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming Township and NJAI as an Additional Insured shall be provided upon signing of the Sublicense Agreement. Such insurance contracts shall be with companies acceptable to NJAI.

The insurance certificate shall require ten (10) days prior written notice to all parties hereto of any cancellation. Sublicensee shall be responsible to obtain its own liability coverage for theft or other such casualty loss. NJAI and the Township shall not be held responsible for any loss to the personalty of Sublicensee.

RESOLUTION
AMENDMENT TO AGREEMENT BETWEEN THE TOWNSHIP OF WEST
ORANGE AND PAUL GRYGIEL FOR SERVICES RENDERED
[Resolution 153-11]

WHEREAS, the Township Council of the Township of West Orange retained a consultant to assist the Township to prepare comprehensive Zoning Ordinance Amendments (Chapter 25, of the West Orange Land use Regulations); and

WHEREAS, Phillips Preiss Shapiro Grygiel Associates, inc. ("Paul Grygiel), with a place of business at 33-41 Newark Street, Hoboken, NJ, was retained to provide such consulting services; and

WHEREAS, such consultant services constitute a professional service; and

WHEREAS, Paul Grygiel qualifies to contract with the Township under requirement set forth under the New Jersey Pay-to-Play Statute; and

WHEREAS, under the agreement between the Township of West Orange and Paul Grygiel the entity was to receive \$20,000 for services rendered; and

WHEREAS, during the course of the work performed by Paul Grygiel it was determined that additional services would be necessary and it was deemed appropriate to pay Paul Grygiel an additional amount of \$270.00; and

WHEREAS the Township's Chief Financial Officer has certified as to the availability of funds for the amendment of the Agreement.

NOW BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor is hereby authorized to execute an amendment to the Agreement which reflects an increase of pay for services rendered in the amount not to exceed \$270.00.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: October 2, 2012

I hereby certify funds are available from:

Account No.

John O. Gross, Chief Financial Officer

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **October 2, 2012** shall enter into a closed session to consider the following matter(s).

- () 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy..
- () 2. A collective bargaining agreement or the terms of provisions of same.
- () 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.
- () 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.
- (X) 5. Pending or anticipated litigation or **contract negotiation** in which this body is or maybe a party.
- () 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.
- () 7. Personnel matters.
- () 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.
- () 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.
- () 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
- () 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Litigation
Fire Grant Application
AFSCME Memorandum of Agreement

(the general subject matters) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED, that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing Resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: October 2, 2012

RESOLUTION

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

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

WHEREAS, the operations conducted here 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 desires 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 Convenience Center for mixed paper, cardboard, and commingled containers; and

WHEREAS, the Township prepared bid documents to solicit proposals for these services entitled "Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C Exempt Compost Operation and the Recycling Convenience Center" dated July 2008; and

WHEREAS, the bid documents were prepared pursuant to the competitive contracting provisions of the Municipal Land Use Law, N.J.S.A. 40A:11-4.1 through 4.5; and

WHEREAS, the use of the competitive contracting provisions was authorized by the Township Council by Resolution No. 163-08 adopted June 24, 2008 and the Request for Proposal's were advertised in accordance with the provisions for competitive contracts; and

WHEREAS, the Township on August 26, 2008, the dated designated in the bid documents to receive proposals, received one bid; and

WHEREAS, the one bidder was ~~Reliable~~ Wood Products, LLC of One Caven Point Road, Jersey City, New Jersey 07305 who submitted a base bid to provide services to operate the facility for Class B exempt wood, Class C exempt compost and the Convenience Center and make payment to the Township in the amount of \$90,000.00 annually or \$7,500.00 per month for a three year period plus two additional one year periods and Alternate Bid No. 1 to operate the facility for just the Class B and Class C materials and to make payment to the Township in the amount of \$96,000.00 annually or \$8,000.00 per month for three years and two additional one year periods; and

WHEREAS, the Director of Public Works determined the proposal of ~~Reliable~~ Wood Products was responsive; and

WHEREAS, the bid documents, as allowed by the competitive contracting provisions, specified a method for evaluating and ranking the proposals based on technical, management and cost related criteria which included a weighting factor for each criterion; and

WHEREAS, a committee consisting of the Business Administrator, John K. Sayers, Director of Public Works, Leonard R. Lepore, Assistant Director of Public Works/Recycling Coordinator Nick Salese, Purchasing Agent, Anne DeSantis, and Environmental Compliance Officer, Wayne DeFeo, collectively reviewed and discussed the proposal of ~~Reliable~~ Wood Products, LLC and individually evaluated it based on the criteria in the bid documents: and

WHEREAS, the findings and recommendations of the committee were reported by interoffice memorandum dated September 18, 2008 from Public Works, Director Leonard R. Lepore to Business Administrator John K. Sayers; and

WHEREAS, the memorandum found Reliable Wood Products, LLC is capable of providing the services as specified in the bid documents to operate the Township's Recycling Center for Class B, exempt woods, Class C, exempt compost and to operate a Recycling Convenience Center; and

WHEREAS, the memorandum recommends a contract be awarded to Reliable Wood Products, LLC for a three year period plus the option for two additional one year periods for the base bid to provide services to operate the Class B and Class C facility and to operate the Convenience Center and make payments to the Township of \$90,000.00 annually; and

WHEREAS, the Business Administrator reviewed the findings and recommendation of the committee and by memorandum to the Mayor and Township Council dated September 19, 2008 concurred with the findings and recommendations of the committee; and

WHEEAS, the Township Council having the opportunity to review the Bid Proposal of Reliable Wood Products, LLC, the reports of the Public Works Director and Business Administrator as well as having the opportunity to discuss these documents with the Administration, the Environmental Compliance Officer and representatives of Reliable Wood Products concurs with the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract be 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 Request for Proposal dated July 2008 for the "Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C Exempt Compost operation and Recycling Convenience Center" for the Base Bid which provides services for the Class B and Class C facilities and provides services to operate the Recycling Convenience Center for three year period commencing October 1, 2008 with the option to provide these services for two additional one year periods with a payment to the Township of \$90,000.00 annually or \$7,500.00 per month.

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2007,2008,2009,2010,2011 & 2012.

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

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

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>YR</u>	<u>Reduction</u>	<u>Assessment</u>	<u>Amount</u>
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2007	500,000		\$56,950.00
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2008	500,000		\$60,630.00
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2009	500,000		\$62,735.00
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2010	500,000		\$64,915.00
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2011	685,100		\$23,848.33
170.01	10	Pleasant & Summit, LLC 6 Summit Street	2012	1,000,000		\$35,440.00
\						
170.01	11	Pleasant & Summit, LLC 568 Mt Pleasant Avenue	2007	40,600		\$ 4,624.34
170.01	11	Pleasant & Summit, LLC 568 Mt Pleasant Avenue	2008	40,600		\$ 4,923.16
170.01	11	Pleasant & Summit, LLC 568 Mt Pleasant Avenue	2009	40,600		\$ 5,094.08
170.01	11	Pleasant & Summit, LLC 568 Mt Pleasant Avenue	2010	40,600		\$ 5,271.10
170.01	11	Pleasant & Summit, LLC 568 Mt Pleasant Avenue	2011	121,950		\$ 4,245.08
166 13	C0003	Robert Mirsky 745 Northfield Avenue	2009	24,400		\$3,061.47
166 13	C0003	Robert Mirsky 745 Northfield Avenue	2010	24,400		\$2,635.55
166 13	C0001	Marie C. Sangosse 745 Northfield Avenue	2009	21,800		\$2,735.25
166 13	C0001	Marie C. Sangosse	2009	18,100		\$2,349.92

745 Northfield Avenue

166 13 C0007	Sangose Cave, LLC	2009	41,900
\$5,257.19			

745 Northfield Avenue Unit 7

166 13 C0007	Sangose Cave, LLC	2010	37,700
\$4,894.59			

745 Northfield Avenue Unit 7

166 13 C0004	Mirella Abboud	2010	36,000
\$4,673.88			

745 Northfield Avenue

166 13 C0002	MCS Associates	2009	33,600
\$4,215.79			

745 Northfield Avenue

166 13 C0002	MCS Associates	2010	27,800
\$3,609.27			

745 Northfield Avenue

TOTAL: \$362,109.00

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: October 2, 2012

RESOLUTION

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

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

<u>Organization</u>	<u>Date of Event</u>	<u>Place</u>	<u>RL #</u>
Saint Michaels Fdn., Inc. On Premise 50/50	November 16, 2012	757 Eagle Rock Ave.	6788
JCC Metrowest Casino Nite	October 18, 2012	760 Northfield Ave.	6789
Soroptimist International Of Suburban Essex On Premise 50/50	November 18, 2012	350 Mt. Pleasant Ave.	6790
North Essex Chamber of Commerce Foundation, Inc. Casino Nite	October 25, 2012	111 Prospect Ave.	6791
North Essex Chamber of Commerce Foundation, Inc. On Premise 50/50	October 25, 2012	111 Prospect Ave.	6792

Victor Cirilo
Council President

Karen J. Carnevale
Municipal Clerk

Adopted: October 2, 2012

RESOLUTION

WHEREAS, The Township of West Orange and Granada Construction Corp., a New Jersey Corporation having its principal place of business at 147 Thomas Street, Newark, New Jersey 07114 have hereto entered into a contract designated 2011 Road Improvements, Phase 1, Various Streets in the amount of \$377,745.00 the original bid amount; and

WHEREAS, the attached Change Order No. 1 & Final for as-built quantities represents a decrease in the amount of \$3,168.01 or a 0.84 decrease in the previously approved contract amounts bringing the final contract amount to \$374,576.99; and

WHEREAS, the Township Engineer recommends this Change Order; and

WHEREAS, the Township Council concurs the foregoing

NOW, THEREFORE BE IT RESOLVED by the Township Council and the Township of West Orange that Change Order No. 1 and Final which represents as-built quantities resulting in a decrease of \$3,168.01 be authorized with Granada Construction Corp. to the 2011 Roadway Improvements, Phase 1, Various Streets at unit prices bid and for construction items necessary to make the improvements, bringing the final contract amount to \$374,526.99, and the Township Council further authorizes Leonard R. Lepore, Municipal Engineer to execute said Change Order.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: October 2, 2012

RESOLUTION for ABANDONED CAR AUCTION

Vehicles in violation and towed off the street will be stored by Tow Companies for a period of time regulated by the State of New Jersey, than sold at auction when determined abandoned pursuant to State and Local Laws.

BE IT RESOLVED, by the Township Council of the Township of West Orange the following recovered motor vehicles will be sold at Public Auction as described below:

The Purchasing Agent is hereby authorized to sell seven transferable title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date of sale is scheduled for 2:00 p.m. Tuesday October 16, 2012 at:

Twin Towing
1 Lakeside Avenue
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell fifteen transferable title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date of sale is scheduled for 3:00 p.m. Tuesday October 16, 2012 at:

Select Towing
52 Washington Street
West Orange, NJ 07052

The Purchasing Agent is hereby authorized to sell seventeen transferable title(s) in the manner set forth in N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-157. Date of sale is scheduled for 4:00 p.m. October 16, 2012 at:

,
Panek's Service Center, Inc.
44 Lakeside Ave
West Orange, NJ 07052

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: October 2, 2012

ABANDONED CAR SALE NOTICE

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-147 the Township of West Orange will hold for sale at public auction on

Tuesday October 16, 2012 at 2:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at: **Twin Towing, 1 Lakeside Avenue, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
2001	Chry	2C4GP44351R331332
2003	NISS	JN8AZ08T03W121948
1989	FORD F 250	1FTHF26H8KPA08500
1992	Acu. Integra	JH4DA935XNS028909
1999	Toyota	2T1BR12E2XC183284
1997	Honda Civic	1HGEJ6124V1005606
1993	Chevy SLT	1GCCS14R1P0154667

In accordance with N.J.S.A. 39:10A-1 and N.J.S.A. 40A:14-147 the Township of West Orange will hold for sale at public auction on Tuesday October 16, 2012 at 3:00 pm prevailing time, the vehicles listed below. Sale will be held and vehicles may be inspected at: **Select Towing, 52 Washington Street, West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
2000	Ford c/vic	2FAFP72WXYX140818
1994	BMW 318	WBABE 5320R JA075 09
1996	Acura TC	JH4UA 2653T C0061 32
2000	Chevy Mal.	1G1NE 52J2Y 62860 73
1991	Acura INT.	JH4DA 9343M S0620 20
1998	BMW 740	WBAGJ 8324W DM111 81
1993	Ford Exp.	1FMDU 34X4P UB751 85
1984	Olds. 98	1G3AG 37Y4E M7345 39
2002	Dodge Stratus	1B3EL 36X62 N1218 67
1989	Nissan Max.	JN1HJ 01PXX T2555 93
1999	Ford XPL	1FMZU 24E2X UB758 94
1995	Chevy Cav.	1G1JF524X5711450
1999	Linc	1LNHM 81WXX Y6487 67
1998	Ford Taurus	1FAFP 53S2W A1486 89
2000	Chrys Sebri	4C3AU 42NOY E1032 66

The Township of West Orange will hold for sale at public auction on October 16, 2012 at 4:00 p.m. prevailing time, the vehicle(s) listed below. Sale will be held and vehicles may be inspected at: **Panek's Service Center, Inc. 44 Lakeside Ave., West Orange, NJ 07052.**

YEAR	MAKE	VEHICLE ID
1994	Hon. Acc.	1HGCD5633RA131318
1999	Saturn	1G8ZH 5281x Z1544 26
1995	Ford ECO	1FTFE24Y0SHA81108
1995	Honda Civic	2HGEH2364SH519286
1993	Toyota Run.	JT3VN39W1P0127225
1998	HYU. Elan	KMHJF24M6WU732190
1994	Inf. Q45	JNKNG01D6RM262032
1993	Ford Tru.	1FALP57UXPA247020
1993	Lex. ES300	JT8VK13T6P0200613
1999	Lex. 300	JT6HF 10U9x0088350
2005	Chevy Cob.	1G1AK52F457644931
2003	Mitsub	JA3AJ36E33U16145
1998	PIY. Voy.	2P4GP4536WR801742
1990	Chevy Blaz.	1GNEV18K3LF148266
1999	Kia Sephia	KNAFB1219X5814254
2001	Nissan Path.	JN8DR07Y91W527833
1994	BMW 321	WbABF4326REK13771

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 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

RESOLUTION

WHEREAS, The Township of West Orange and Shouter Property Services, Inc., a New Jersey Corporation having its principal place of business at 429 Dodd Street, East Orange, New Jersey 07017 have hereto entered into a contract designated Valley Road Streetscape in the amount of \$390,521.10 the original bid amount; and

WHEREAS, Change Order No. 1 in the amount of \$27,000.00 was previously approved bringing the total approved funding for this project to \$417,521.10; and

WHEREAS, the final contract amount reflecting As Built quantities is \$398,749.70 which is a decrease of \$18,771.40 from the adjusted contract amount; and

WHEREAS, the Township Engineer recommends Change Order No. 2 and Final a reduction in the adjusted contract amount of \$18,771.40 be approved; and

WHEREAS, the Township Council concurs the foregoing

NOW THEREFORE BE IT RESOLVED by the Township Council and the Township of West Orange that Change Order No. 2 and Final which represents a decrease of \$18,771.40 from the previous authorized amount of \$417,521.10 or a reduction of 4.5 percent be authorized with Shouter Property Services, Inc. to the Valley Road Streetscape at unit prices bid and for construction items necessary to make the improvements, and the Township Council further authorizes Leonard R. Lepore, Municipal Engineer to execute said Change Order.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: October 2, 2012

RESOLUTION

TOWNSHIP OF WEST ORANGE

PLANNING BOARD

WHEREAS bills have been introduced in the New Jersey Senate (S1534) and New Jersey Assembly (A2586) with the stated purpose of “equalizing the standing of private and public colleges before land use agencies;” and

WHEREAS these bills would exempt private colleges from the regulatory framework for non-governmental land use applicants as set forth in the Municipal Land Use Law at N.J.S. 40:55D-1, et seq.; and

WHEREAS the Planning Board of the Township of West Orange (the “Board”) has studied this proposed legislation and deliberated thereon;

IT IS HEREBY RESOLVED:

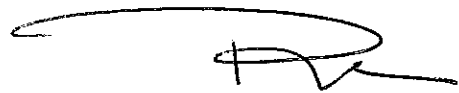
1. The Planning Board of the Township of West Orange strongly opposes this legislation on the grounds that it is contrary to the policies and goals of the Municipal Land Use Law as well as the ordinances and planning documents of the Township.
2. The Municipal Land Use Law requires private land owners to seek and obtain approvals from the local land use board before developing land except in instances of single or two-family housing. This requirement is intended to provide for the orderly development of land in accordance with the planning goals and ordinances adopted by the municipality where the land is situated.
3. By exempting private colleges from the application/approval process the proposed legislation would create a separate class of privileged landowners whose interests are distinct and often inconsistent with the public interest when it comes to land use decision-making.
4. Private colleges already enjoy the enhanced status of being deemed “inherently beneficial.” (See Hughes v. Monmouth University, 394 N.J. Super, 207, 228 (Law Div. 2006) *aff’d.*, 394 N.J. Super. 193 (App. Div. 2007), *cert. denied*, 192 N.J. 599 (2007) This elevated status reduces their burden of proof when they seek use variances.
5. The Board recognizes that private colleges and universities are valuable members of our communities which contribute to the educational, economic, social and athletic stature and welfare of the towns where they locate.

6. However, the proposed legislation threatens to unhinge private colleges from zoning restraints and grant them carte-blanche to pursue their interests without due regard for the needs and desires of the local municipality including the Township of West Orange, its citizens and homeowners.

7. For all these reasons we urge you to defeat this ill-advised legislation.

IN WITNESS WHEREOF, the Board has caused this Resolution to be executed by its Chairman and Secretary on the 1st day of August, 2012.


Robert Bagoff, Chairman



Robin Miller, Secretary

RESOLUTION

WHEREAS, the Planning Board of the Township of West Orange on or about August 1, 2012, adopted Resolution #12-02, indicating its opposition to New Jersey Senate bill S1534, and New Jersey Assembly bill A2586, both seeking to equalize the standing of private and public colleges before municipal land use bodies by exempting private colleges from the regulatory framework for non-governmental land use applicants as set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq.; and

WHEREAS, the aforesaid Planning Board Resolution, a copy of which is annexed hereto, sets forth its reasons for opposing the cited bills and urges the NJ State Legislature to defeat this proposed legislation; and

WHEREAS, in sum and substance, the Planning Board's objects to the proposed legislation on the grounds that it is contrary to the principles of sound land use planning as set forth in the MLUL, eviscerating the usual protections afforded the public with respect to development by private colleges which already enjoy enhanced status by virtue of their categorization as "inherently beneficial" under the MLUL; and

WHEREAS, the Planning Board has sought the West Orange Township Council's support in opposition to this proposed legislation; and

WHEREAS, the Township Council has reviewed the proposed legislation and concurs with the conclusions of the Township's Planning Board as set forth in its Resolution #12-02;

NOW, THEREFORE, BE IT, AND IT IS HEREBY, RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that for all of the reasons set forth in West Orange Planning Board Resolution #12-02, a copy of which is annexed hereto, the Township Council hereby joins the Planning Board in expressing its opposition to New Jersey Senate bill S1534, and New Jersey Assembly bill A2586, and urges its State Legislators to vote against the passage of both of those bills, and

IT IS FURTHER RESOLVED, that the Municipal Clerk shall be and hereby is authorized to forthwith send a fully executed copy of this Resolution, with the attached Planning Board Resolution #12-02, to each of the State Legislators representing the legislative districts within which West Orange, or any portion thereof, lies.

Victor Cirilo, Council President

Karen J. Carnevale, Municipal Clerk

Adopted: October 2, 2012

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

WHEREAS, final judgment on tax appeals has been rendered by the Tax Court of New Jersey on the petitions of the taxpayers listed on the attached schedule reducing the assessment for the years 2009 & 2010.

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

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

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>YR</u>	<u>Reduction Assessment</u>	<u>Amount</u>
70	1	George & Anna Mitola 29 Northfield Road	2009	15,000	\$1,882.05
70	1	George & Anna Mitola 29 Northfield Road	2010	15,000	\$1,947.45
TOTAL:					\$3,829.50

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Adopted: October 2, 2012

RESOLUTION

WHEREAS, AFSCME Council 52 Local 3476 (“Non-Supervisory Union”) serves as the collective bargaining unit for the Department of Public Works and other non-uniform/non-Supervisory employees of the Township of West Orange; and

WHEREAS, the Union has asserted various claims and entered into collective bargaining negotiations with the Township of West Orange; and

WHEREAS, the Union and Township have participated in numerous formal and informal meetings; and

WHEREAS, the proposed Memorandum of Agreement has been negotiated and recommended by the Township.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute a copy of the annexed Memorandum of Agreement concerning all economic and non-economic contractual issues for the years 2010, 2011, 2012, and 2013.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: October 2, 2012

**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 Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at One Caven Point Road, Jersey City, New Jersey ("Reliable").

WITNESSETH

WHEREAS, the Township is the owner of real property known as Block 170, Lots 13, 15.03 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 desires 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 for Class B, Exempt Woods, Class C Exempt Compost Operation and the Recycling Convenience Center" dated July 2008 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

WHEREAS, on August 26, 2008, the Township received a response to the Request for Proposal from Reliable, which is annexed hereto as **Exhibit "B"**; and

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

WHEREAS, by Resolution ~~#228-08~~⁴ adopted September 22⁴, 2008, the Township Council of the Township authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal;

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Term - the term of this Agreement shall commence on October 1, 2008 for a three (3) year period with the option to renew for two (2) additional one (1) year periods. The Township will notify Reliable at least 120 days prior to the expiration of the three (3) year period or the first one year extension if it desires to exercise the option to renew for an additional one year period.

2. Rent - Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$90,000 annually or \$7,500 per month. This rate shall apply for the initial three year period and the two optional one year periods.

3. Other Provisions - This Agreement between Reliable and the Township is subject to all terms and conditions contained in Exhibit "A" entitled "Township's Request for Proposal dated July 2008", Exhibit "B" entitled "Reliable's Response to the Township's Request for Proposal dated August 26, 2008" and Reliable's Detailed Site Improvement Plan dated July 2008, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Agreement.

4. Notice - Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid mail to the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Reliable. Any notice required hereunder to the Reliable shall be hand delivered or mailed by certified first-class postage prepaid mail to the Reliable Wood Products, LLC, One Caven Point Avenue, Jersey City, New Jersey 07305 or such other address as Reliable may designate in writing to the Township.

5. Captions - The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

6. Governing Law - This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Lease.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Jo Anne Behar
Joanne Behar, Deputy Municipal Clerk

By: John F. McKeon
John F. McKeon, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC

Eugene J. Ciarkowski
Eugene J. Ciarkowski

By: Nicholas Vene
Nicholas Vene, Managing Member

Request for Proposal

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 2008

*The Township of West Orange
Leonard R. Lepore, Director
Department of Engineering and Public Works
Division of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052
973-325-4160*

Request for Proposal
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

Section 1.0- General Instructions

- 1.01 General Description
- 1.02 Preparation of Proposal
- 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 New Jersey Prevailing Wage Act
- 1.16 Disputes Under Contract
- 1.17 Affirmative Action Requirements
- 1.18 Historical Recycling Quantities
- 1.19 Site Improvement Plan

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- Proposal Document

- 3.01 Respondent Disclosure Form
- 3.02 Affidavit of Authorization for Contract
- 3.03 Moral Integrity Affidavit for Contract
- 3.04 Non-Collusion Affidavit
- 3.05 Subcontractor Use Form
- 3.06 Experience Statement
- 3.07 Qualifications of Personnel
- 3.08 Equipment List
- 3.09 Consent of Surety
- 3.10 Affirmative Action Requirements
- 3.11 Proposal Form
- 3.12 Respondent Proposal Form
- 3.13 Disclosure of Violation Form
- 3.14 Disclosure of Political Contributions
- 3.15 Registrations and Certificates

Section 4.0- Facility Site Plan Improvements and Conceptual Layout

SECTION 1.0

GENERAL INSTRUCTIONS

Section 1.0- General Instructions

1.01 *General Description*

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

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 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, 2008 with options to renew for two additional one (1) year periods.

1.02 *Preparation of Proposal*

- 1.02.1 Proposal for the above referenced Contract will be received by the Township of West Orange, on Tuesday, August 26, 2008 at 3:30 P.M., Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange. Three copies shall be submitted. One packet shall contain original documents.
- 1.02.2 The Proposal shall be 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 of more. If made by a corporation (Joint Venture, Associated Firms, Etc.) 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
- New Jersey Certificate of Registration as a Public Works Contractor
- New Jersey Business Registration Certificate

1.02.4

Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto in Section 3.0

- Respondents Disclosure Statement
- Affidavit of Authorization
- Moral Integrity Affidavit
- Non-Collusion Affidavit
- Subcontractor Use Form
- Experience Affidavit, Personnel Affidavit
- Equipment List
- "Bid Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00
- Consent of Surety
- Affirmative Action Requirements
- Proposal Form
- 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.
- Disclosure of Political Contributions
- Detailed Facility Site Plan Improvements and Layout

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 directed to Mr. Leonard R. Lepore, Director, Department of Engineering & Public Works, Township of West Orange, 25 Lakeside Avenue, West Orange, New Jersey, 07052

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*

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

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

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

1.04.3 All proposed Subcontractors shall be listed on the Subcontractors 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's 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 he will make no claim for, a reduction in the payments made to the Township of West Orange under this 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 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. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be 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 responsive to the Request for Proposal (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 Request for Proposal (RFP)

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

- 1.08.1 The Contract is scheduled to be awarded upon termination of the existing contract. 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 Request for Proposal (RFP) the awarding of this contract will be based on an evaluation and ranking of each respondent's bid of the following:

- 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 a weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team. In making such evaluation, the team will be guided by the following point system that has 100 points as the maximum total:

- | | | |
|----|---|---------|
| 1. | Revenues or cost | 0 to 35 |
| 2. | Experience of Respondent | 0 to 10 |
| 3. | Qualifications of Staff | 0 to 5 |
| 4. | Equipment | 0 to 15 |
| 5. | Violations, Fines, Notices
Of Violations | 0 to 15 |
| 6. | Detailed site improvement plan | 0 to 20 |

Both the Base Bid and Alternate No. 1 will be evaluated. It will be the Township's sole discretion to award a contract for either the Base Bid or for Alternate No. 1.

1.08.4 Both the Base Bid and Alternate No. 1 are for a three year contract to commence October 1, 2008 with two options to renew for two additional one year periods. The Township will notify the Contractor 120 days prior to the expiration of the three year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one additional year, the Township will notify the Contractor 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 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" included in Section 3.0, herein, or on a similar form, 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 he will not withdraw his Proposal while it is being considered and that he 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 Request for Proposal (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 4.0, which includes the Respondents Detailed Site Improvement Plan, along with the Respondent's Proposal form and the Agreement to the successful Respondent by the Township of West Orange.

- 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 of specific 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 and an Alternate Bid No. 1. 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. The Alternate Bid No. 1 is for the operation of the Recycling Center for Class B, Exempt Woods, and Class C, Exempt Compost Operations only. It shall also include the site improvements necessary for those operations, and it includes all 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 issues his decision or request additional facts or documentation after 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 uncured by the Township and shall indemnify the Township for any damages, fees and expenses.

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

All contract documents entered into in accordance with the provisions of P.L. 1971, c 198 (C:40A:11-1 et seq.) After the effective

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

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

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

1.18

Historical Recycling Quantities

In 2007, the Recycling Center accepted the following quantity of materials for recycling:

Brush/Tree Parts (Class B)	5,405 Tons
Leaves (Class C)	2,132 Tons
Cardboard	172 Tons
Mixed Paper	444 Tons
Commingled Containers	185 Tons
Scrap Iron and Metal	62 Tons
Tires	153 Tons
Electronics	125 Tons

1.19

Site Improvement Plan

The Site Improvement Plan attached is conceptual. It indicates the key elements and features which the respondent must detail on his/her own site plan. A detailed site plan must be submitted with the proposal that addresses these key elements and features. The plan must be prepared 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.

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 Section 4. This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined in 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 plans in Section 4. The operation shall be limited to the acceptance of materials as defined within this RFP and as defined in law except that the operation may not accept grass loads 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 Section 4. 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 three (3) acre Class C exempt compost operation, the 4.5 acre Class B exempt wood waste operation and a Recycling Convenience Center (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 Improvements" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors as outlined in Section 4.

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 Operator shall be required to provide finished wood mulch and finished compost to the Township at no cost to the Township as required and specified herein 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 herein.

2.1.3 The successful Operator shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvements 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 successful Operator. This includes the possible costs associated with any fines, and possible costs of meetings, hearings, written response 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 site plan is shown in Section 3. The Site Plan includes:

- 2.2.2(a) Composting area active windrow operation.
- 2.2.2(b) Staging areas for the receipt of Class B and Class C vegetative materials.
- 2.2.2(c) Traffic patterns into and out of the facility.
- 2.2.2(d) Finished material storage areas.
- 2.2.2(e) Storage areas for pulverized lime or other industry accepted standard deodorizing agent.
- 2.2.2(f) Class B processing and storage areas.
- 2.2.2(g) Recycling Convenience Center

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 Operator 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 the Contract Administrator.

2.4 HOURS OF OPERATION

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

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

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

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

2.5.1(a) 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

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(a) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal

- Car batteries
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1 The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than that incidentally found in the collection of leaves.

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, 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 collected from outside the Township may be accepted by the Operator if it is limited to Class B and Class C materials provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law.

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

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

2.9 FEES CHARGED TO USERS

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

2.9.2 Landscapers and contractors licensed by the Township who collect leaves 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**, at 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.

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) Car batteries
- 2.11.2(i) Propane Tanks (empty)
- 2.11.2(j) 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.

2.12 MATERIALS TO TOWNSHIP

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

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

2.12.2 Residential Product - In addition to the forgoing, 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.

- 2.12.2(a) The amount that may be taken at any one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.
- 2.12.2(b) The operator is not required to load personal vehicles.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

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

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

2.13.3 The Operator shall install two (2) two (2) inch water service lines from the existing 8 inch main of New Jersey American Water Company, located along the easterly property line. These two lines shall extend into the site a distance of approximately 400 feet each to serve the Class B area and the Class C area. These services shall terminate with a vertical standpipe. The operator shall be responsible for all application fees and, if necessary, the installations of valve and meter pits.

2.13.4 All site improvements shall be completed within eighteen (18) months 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.

2.15 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 on site trailer.

2.17 RECORD KEEPING

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

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.19 LIQUIDATED DAMAGES

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

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

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

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

2.19.3 For failure to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, 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 overs, residual solid waste or other materials that should be removed from the site, the sum of five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.5 Five thousand dollars (\$5000.00) 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 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 Operator's personnel soliciting gratuities from residents, a sum of 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 in an amount equal to five thousand dollars (\$5000.00) 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 in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

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 an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

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

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

2.21 CHANGES TO OPERATING PROCEDURES

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

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

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

2.22 TERMINATION

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

- a. Nonperformance 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 operations 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 and other governmental entity which is not cured within thirty -(30) days.
- 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 person during all hours of operation.
 3. Failure to provide on-site, at least one day every thirty days, a tub-grinder and 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.
7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND AND INSURANCE

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

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a Performance and Payment Bond, in the form acceptable to the West Orange Township Attorney, and in an amount equal to \$1,000,000, 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.
- b. Worker's Compensation Insurance per state requirements;
- c. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- d. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000.00 for bodily injury and property damage.
- e. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty - (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

- f. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

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

SECTION 3.0

PROPOSAL DOCUMENT

Section 3.01

Respondent Disclosure Statement

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

1. Business Form:

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

☐ Corporation

☐ Partnership

☒ Other- if other, specify: Limited Liability Company

List the names and addresses of all individuals, partners or other entities that have a 10 percent or more interest in the corporation or partnership. If none, then state none.

Name

Address

1. LEONARD Pirrello 1 Caven Pt. Avenue, Jersey City, NJ 07305

2. Nicholas Vene 1 Caven Pt. Avenue, Jersey City, NJ 07305

3.

4.

5.

6.

7.

8.

9.

10.

Nicholas Vene
(Respondent)

Nicholas Vene
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.

[Signature]
(Notary Public)

My commission expires May 4th 2009

AIDA M. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Hudson

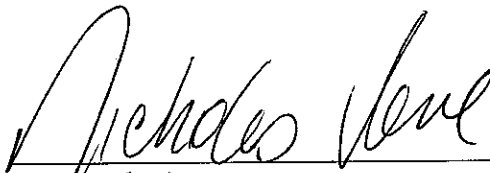
Nicholas Vene being duly sworn,

deposes and says that he resides at 40 McCampbell Rd., Holmdel, NJ, 07733

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.


(Respondent)

Nicholas Vene
(Type of print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.


(Notary Public)

My commission expires May 4th 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/4/2009

Section 3.03

State of New Jersey

Township of West Orange

Moral Integrity Affidavit for Contract

State of New Jersey SS.

County of Hudson

I, Nicholas Vene, the Vice-President of
Reliable Wood Products, LLC, hereinafter called the Respondent, being duly sworn,

deposes and says:

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

NONE

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

NONE

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.

6. That the State in which the Respondent is ~~incorporated~~ ^{formed} is: New Jersey

7. That if the answer to question # 6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
8. That the names and addresses of the principals, officers, and shareholders of the Respondent are as follows:
Leonard Pirrello
1 Caven Pt. Ave. Jersey City, NJ 07305
Nicholas Vene
1 Caven Pt. Ave. Jersey City, NJ 07305
(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.

Nicholas Vene
(Respondent)
Nicholas Vene
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 26 day of August 2008.

[Signature]
(Notary Public)

My commission expires May 4th 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.04

Non-Collusion Affidavit

State of New Jersey

County of Hudson

SS.

I, Nicholas Vene of the Township of Holmdel, in the County of Monmouth and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am 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 NONE
(N.J.S.A. 52:34-15)

Name of Contractor

Reliable Wood Products, LLC

X Nicholas Vene
(Sign Name Here) By: Nicholas Vene

Subscribed and sworn before me on this 26 day of August 2008.

[Signature]
(Notary Public)

AIDA M. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/4/2009

My commission expires: May 9, 2009

Note to Notary: When completing the jurat, 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 for the respondent should sign this form also.*

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

Section 3.05

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

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

NONE

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


Witness: Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ, 07305
(Address)

BY:


(Sign Name (Original Signature Only))

Nicholas Vene, VP
(Print Name & Title)

Section 3.06

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

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

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

See information included in Bid
Response


(Witness) Aide N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ, 07305
(Address)

BY 
Signature (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

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

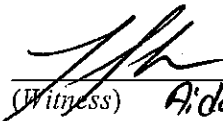
Section 3.07

Qualifications of Personnel

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

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

See information included in
Bid Response.


(Witness) Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Chaven Pt. Ave., Jersey City, NJ 07305
(Address)

BY: 
Sign Name (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

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

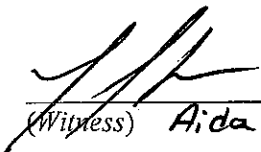
Section 3.08

Equipment List

Below provide a list of equipment that you will use at the West Orange Recycling Center to perform the operations specified in these bid documents. Indicate if the equipment is owned or leased or if it will be acquired for this contract.

I hereby certify that this equipment will be used at the West Orange Recycling Center.

See information included in
Bid Response


(Witness) Aida N. Vega

August 26, 2008
(Date)

Reliable Wood Products, LLC
(Name of Company)

1 Caven Pt. Ave, Jersey City, NJ 07305
(Address)

BY: 
Sign Name (Original Signature Only)

Nicholas Vene, VP
(Print Name and Title)

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

Section 3.09

Consent of Surety
To Accompany ProposalFirst Indemnity of
America Insurance Company

(hereinafter called Surety), organized and existing under the laws of

The State of New Jersey and duly authorized and qualified to transact business in the State of

New Jersey, in consideration of the sum of the One Dollar (\$1.00), lawful money of the United

States of America, to it in hand paid, receipt whereof it hereby acknowledged, and in

consideration, hereby certified and agrees that if the contract for which that attached bid is made

be awarded to Reliable Wood Products LLC (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 Operation of Township of West Orange
Recycling Centerto the **TOWNSHIP OF WEST ORANGE** and if Contractor shall enter into the contract with a

bond in the full amount of the contract price.

First Indemnity of America Insurance Company
(Name of Insurance Company)119 Littleton Road, Parsippany, New Jersey 07054
(Address)See Bid Bond Included with Bid Proposal
(Signature Attorney-In-Fact for Insurance Company)**Note:** Proof of authority of officers of Surety Company to execute this document must be submitted.

Section 3.10

Affirmative Action Requirements

Required Affirmative Action Evidence

General Requirements of P.L. 1975, c. 127.

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to the execution of a Public Agency contract, one of the following documents:

Goods, Professional Service and General Service Contracts

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program.
2. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations.
3. The vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a copy to the Public Agency.

Reliable Wood Products, LLC

(Print or Type Firm Name)

Nicholas Vene

(Sign Name & Title- Stamped Signature Not Accepted)

Nicholas Vene, VP

(Print or Type Name & Title)

August 26, 2008

(Print or Type Date)

Section 3.11

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

PROPOSAL FORM

The Respondent, who signs Section 3.12, agrees to pay the Township of West Orange the following lease payment for the use of the property in accordance with these specifications and bid documents:

1. Base Bid – Operation 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, 2008 (PERIOD OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2011)

\$ 90,000.00/year
In Numerals

ninety Thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING OCTOBER 1, 2008 (MONTHS 1 THROUGH 36)

\$ 7500.00 /month
In Numerals

Seven Thousand Five hundred DOLLARS /month
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2011 (PERIOD OCTOBER 1,
2011 THROUGH SEPTEMBER 30, 2012)

\$ 90,000.00 /year
In Numerals

ninety thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2011 (MONTHS 37 THROUGH
48)

\$ 7500./ month
In Numerals

seven thousand five hundred DOLLARS /month
In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2012 (PERIOD OCTOBER 1,
2012 THROUGH SEPTEMBER 30, 2013)

\$ 90,000.00 /year
In Numerals

ninety thousand DOLLARS /year
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2012 (MONTHS 49 THROUGH
60)

\$ 7500.00 / month

In Numerals

seven Thousand Five hundred Dollars / month

In Words

2. Alternate Bid No. 1 – Operation of the Recycling Center for Class B, Exempt Woods and Class C, Exempt Compost Operations. This bid shall include all site improvements necessary for all two operations but it includes all site vegetative screening and landscaping

- A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THREE YEAR PERIOD COMMENCING
OCTOBER 1, 2008 (PERIOD OCTOBER 1, 2008 THROUGH
SEPTEMBER 30, 2011)

\$ 96,000.00 / year

In Numerals

ninety six Thousand Dollars / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2008 (MONTHS 1 THROUGH 36)

\$ 8000.00 / month

In Numerals

Eight Thousand dollars / month

In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2011 (PERIOD OCTOBER 1,
2011 THROUGH SEPTEMBER 30, 2012)

\$ 96,000.00 / year

In Numerals

ninety six Thousand Dollars / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2011 (MONTHS 37 THROUGH
48)

\$ 8000.00 / month

In Numerals

Eight Thousand DOLLARS / month

In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2012 (PERIOD OCTOBER 1,
2012 THROUGH SEPTEMBER 30, 2013)

\$ 96,000.00 / year

In Numerals

ninety six Thousand DOLLARS / year

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE ADDITIONAL 12 MONTH PERIOD
COMMENCING OCTOBER 1, 2012 (MONTHS 49 THROUGH
60)

\$ 8000.00 / month
In Numerals

EIGHT THOUSAND DOLLARS / month
In Words

The Respondent shall sign for this Proposal in Section 3.12.

Section 3.12

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 the 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.

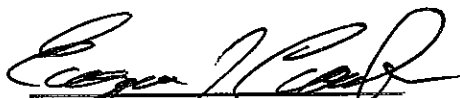
If a corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary and affix Corporate Seal.

Other persons authorized by Corporate Resolution to execute agreements in it 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-Collusion Affidavit.

You cannot witness your signature.

Reliable Wood Products, LLC
NAME OF RESPONDENT

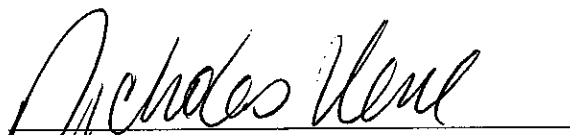

SIGNATURE OF CORPORATE
SECRETARY

1 Caven Pl. Ave, Jersey City, NJ 07305
ADDRESS OF RESPONDENT

Eugene Ciarkowski.
PRINT NAME & TITLE
OF CORPORATE SECRETARY

201-333-5244 X 102
TELEPHONE NUMBER

BY:


SIGNATURE

CORPORATE SEAL

Nicholas Vene
PRINT OR TYPE NAME AND TITLE

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

Section 3.13

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 Information included
in Bid response

There have been no violations against Reliable Wood Products, LLC or any related
(Respondent)

companies and or affiliates within the past 5 years

Reliable Wood Products, LLC
(Respondent)

Nicholas Vene
(Type or print name of affiant under
signature) Nicholas Vene

Subscribed and sworn to before me this 26 day of August, 2008

EUGENE J. CIARKOWSKI
Attorney at Law
of New Jersey

Eugene J. Ciarkowski

(Notary Public)

My commission expires _____

Section 3.14

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

Nicholas Vena
SIGNATURE

TITLE:

Vice President

FOR:

Reliable Wood Products, LLC
CONTRACTOR

Sworn to and subscribed before me on this 26 day of August, 2008.

[Signature]
(Notary Public)

My commission expires on May 4, 2009

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/4/2009

Section 3.15

Registrations and Certificates

The Respondent shall attach copies of valid and unexpired New Jersey Business Registration Certificate issued by the Department of Treasury and Public Works Contractor Registration issued by the Department of Labor. For those employees who are NJDEP Certified Compost Facility Operators, please attach copies of their certificates here.

See information included
in Bid response/proposal

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; and

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

WHEREAS, the operations conducted here 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 mixed paper, cardboard and commingled containers; and

WHEREAS, in July 2008, the Township utilizing the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 through 4.5, advertised a Request for Proposal (“RFP”) entitled “Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C Exempt Compost Operation and the Recycling Convenience 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, 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, a copy of the proposal is annexed hereto as Attachment “A;” and

WHEREAS, the Director of Public Works determined that Reliable Wood’s proposal

was responsive and compliant to the specifications contained within the Township's RFP; and

WHEREAS, an evaluation committee was formed to review and discuss the Proposal submitted by Reliable Wood and each members was tasked with individually evaluating the Proposal based on the criteria in the RFP; and

WHEREAS, following the recommendation of the evaluation committee to award the Contract to Reliable Wood and the Business Administrator's concurrence with the evaluation committee's recommendations, the Township Council issued a resolution awarding the Contract to Reliable Wood, annexed hereto as Attachment "**B**," and

WHEREAS, Reliable Wood and the Township executed a Management, Operation and Maintenance Service Agreement for the West Orange Recycling Center and Composting Facility, annexed hereto as Attachment "**C**;" and

WHEREAS, the Contract provided that Reliable Wood would pay rent in the amount of \$7,500 per month (\$90,000 per year) to the Township; and

WHEREAS, the Contract commenced on October 1, 2008; and

WHEREAS, the initial term of the Contract is set to expire on or about September 30, 2012; and

WHEREAS, Reliable Wood has generally performed in a satisfactory manner and should continue for an additional one year extension as set forth in the Contract.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor is hereby authorized to issue a one-year extension to Reliable Wood as set forth in the Contract under the terms set forth in the Contract and proposal submitted by Reliable Wood.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

Adopted: October 2, 2012

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

By:_____
Mayor Robert D. Parisi

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Yolette Adolphe (the "Owner") residing at 29 Joyce Street, Block 11, Lot 9 (the "Property"), in the amount of Fourteen Thousand and Two-Hundred Dollars (\$14,200.00), which was dated August 21, 2007 and recorded in the Essex County Register's Office on August 24, 2007 in Mortgage Book 12082, Page 8492 (the "WOHRP Mortgage"); and

WHEREAS, there is a first mortgage on the Property from MetLife Home Loan in the outstanding amount of Ninety-Seven Thousand, Nine-Hundred and Twelve Dollars, and Four cents (\$97,912.04) ("First Mortgage"); and

WHEREAS, the Owner desires to refinance her home and obtain a new mortgage loan from J.P. Morgan Chase, in an amount not to exceed One Hundred and Twenty-Nine Thousand, Eight-Hundred and Seventy-Seven Dollars (\$129,877.00), and at a lower interest rate than the Current Mortgage (the "New Mortgage"); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the Owner has provided an appraisal indicating that the appraised fair market value of the Property is approximately One Hundred and Seventy-Seven Thousand Dollars (\$177,000.00); and

WHEREAS, the Owner has requested that the Township of West Orange subordinate its mortgage to the New Mortgage; and

WHEREAS, based on the appraisal submitted and the amount of the New Mortgage, the proposed subordination will not change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage in favor of J.P. Morgan Chase with respect to the Property and the Owner; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage.

Karen J. Carnevale
Township Clerk

Victor Cirilo
Council President

Adopted: October 2, 2012

RESOLUTION

WHEREAS, THE 2012 EXTENDED DUPLICATE HAD CHANGES IN THE ASSESSMENT VALUE FOR CERTAIN PROPERTIES WITHIN THE TOWNSHIP THAT WERE DECREASED CONSISTENT TO THAT OF THE TAX ASSESSOR; AND

WHEREAS, THE 2012 EXTENDED DUPLICATE HAD CHANGES IN THE CLASS OF CERTAIN PROPERTIES WITHIN THE TOWNSHIP THAT WERE TAXABLE TO EXEMPT, CONSISTENT TO THAT OF THE TAX ASSESSOR; AND

WHEREAS, CERTAIN TOWNSHIP PROPERTY OWNERS ARE ENTITLED TO A REFUND FOR THE OVERPAYMENT OF THEIR 2012 REAL ESTATE TAXES; AND

WHEREAS, THE TAX COLLECTOR OF THE TOWNSHIP OF WEST ORANGE HAS INDICATED THAT SUCH TAXPAYERS ARE ENTITLED TO REFUNDS TO THE EXTENT OF SUCH OVERPAY-PAYMENTS;

NOW, THEREFORE BE IT RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE THAT THE TAX COLLECTOR AND TREASURER OF WEST ORANGE ARE AND THEY ARE HEREBY AUTHORIZED, EMPOWERED AND DIRECTED TO CAUSE TO BE PAID TO SUCH TAXPAYERS THE SUMS INDICATED IN FULL AND FINAL SATISFACTION OF OVERPAYMENT OF THE 2012 TAXES.

Karen J. Carnevale, Municipal Clerk

Victor Cirilo, Council President

I hereby certify funds are available from: _____

John O. Gross, Chief Financial Officer

Adopted: October 2, 2012

Adjustments in Assessments in Extended Duplicate-2012

Overbill refunds due 2012

Block	Lot	Name and Mailing Address	Property Location (if different than mailing)	
<u>Amount</u>				
2	43	George Marano	2 Tremont Ave	
88.02		14 Lincoln Avenue West Orange, NJ 07052		
20	8	Akmel Deleta & M. Asore 17 Kingsley Street West Orange, NJ 07052		738.05
27	43	Villita Artes, LLC % Housing	553 Valley Road	
2,496.75		15 So. Essex Ave Rear Orange, NJ 07052		
43.01	35	John & Donna Morcilio		
554.44		15 Florence Place West Orange, NJ 07052		
46.01	33	Pompeo & Dionigia Cirelli	104 Winding Way	265.47
		342 Northfield Avenue West Orange, NJ 07052		
61	13	Rahuraj Family, LLC	89 Main Street	
2,606.96		3 Sherwood Court Livingston, NJ 07039		
87	1	Trustees of Llewellyn Park	Mt Pleasant Ave	
246.32				
88	1	One Parkway	Main St L Ent	
561.61				
88	45.01	West Orange, NJ 07052	Llewellyn Park	
1,266.17				
89	41.01	"	Edgehill Road	
411.70				
89	58.04	"	Honeysuckle Ave	
94.73				
89	68	"	1 Park Way	
4,181.17				
92	1	"	Llewellyn Park	
739.12				
93.01	1	"	Llewellyn Park	
3,473.13				
98	1	"	Llewellyn Park	
5,545.60				
99	7	"	Llewellyn Park	
726.99				
104	11	"	Llewellyn Park	

222.26 105 37.85	7.01	“	Mountain Ave Rear	
117	49	Perruso Realty Co, 20 Columbia Street West Orange, NJ 07052	Liberty Street	126.17

Block	Lot	Name and Mailing Address	Property Location (if different than mailing)
Amount			

121 1,029.90	45	Keon & Natalie Blake 132 High Street West Orange, NJ 07052	
175.04 923.52	6	Hugh Forfar 44 Lincoln Avenue West Orange, NJ 07052	Lincoln Ave
175.09 928.93	2	Hugh Forfar 44 Lincoln Avenue West Orange, NJ 07052	41 Lincoln Ave
175.09 838.75	4	Hugh Forfar 44 Lincoln Avenue West Orange, NJ 07052	45-49 Lincoln Ave
179.14 720.94	13.05	Olufemi & Yemi Akanbi 8 Rosemont Lane West Orange, NJ 07052	

		TOTAL:	\$
28,824.55			

Adjustments in Assessments in Extended Duplicate-2012

Overbill refunds due 2012 - Disabled Veteran

Block	Lot	Name and Address	Amount
155.22 5,685.75	42.01 C0235	Alton & Jennifer Bailey 64 Clarken Drive West Orange, NJ 07052	
158.15	10	Jerome & Cynthia Mosley 10 Arverne Road West Orange, NJ 07052	6,049.98
175.23 5,120.55	41	Willie & Brenda Carlisle 30 Porter Road West Orange, NJ 07052	
16,856.28			TOTAL:

Adjustments in Assessments in Extended Duplicate-2012

Overbill refunds due 2012 - Exempt Non-Profit

<u>Block</u>	<u>Lot</u>	<u>Name and Mailing Address</u>	<u>Property Location (if different than mailing)</u>
161 7,367.63	27	CPNJ West Orange Residence 200 S Orange Ave Ste 300 Livingston, NJ 07039	23 Oak Ave
168.08 3,219.93	26	The Kefalas Foundation 4300 S US Highway 1 203-346 Jupiter, FL 33477	1335 Pleasant Valley Way

\$10,587.56

TOTAL:

SENATE, No. 1534

STATE OF NEW JERSEY

215th LEGISLATURE

INTRODUCED FEBRUARY 9, 2012

Sponsored by:

Senator PAUL A. SARLO

District 36 (Bergen and Passaic)

Senator ROBERT W. SINGER

District 30 (Monmouth and Ocean)

Co-Sponsored by:

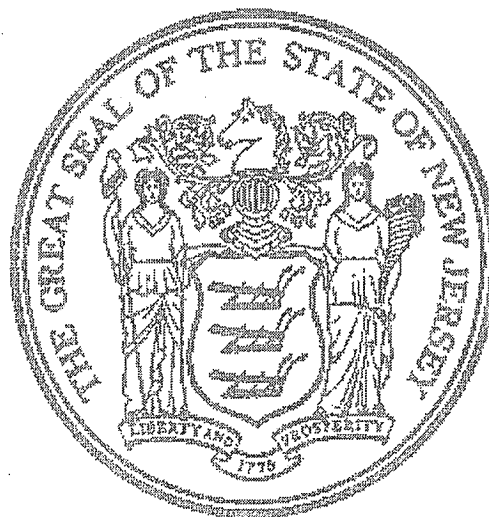
Senator Cunningham

SYNOPSIS

Equalizes standing of private and public colleges before land use agencies.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 5/25/2012)

1 AN ACT concerning land use approvals for private nonprofit
2 institutions of higher education and supplementing P.L.1975,
3 c.291.

4
5 **BE IT ENACTED** by the Senate and General Assembly of the State
6 of New Jersey:

7
8 1. A private institution of higher education organized as a
9 nonprofit corporation under N.J.S.15A:1-1 et seq. or acting under
10 the authority of N.J.S.18A:68-6, and licensed by the State to confer
11 degrees pursuant to N.J.S.18A:68-1 et seq., and which is eligible to
12 receive funds under P.L.1979, c.132 (C.18A:72B-15 et seq.), shall
13 be exempt from the provisions of P.L.1975, c.291 (C.40:55D-1 et
14 seq.), to the same extent as a State college organized under
15 N.J.S.18A:64-1.

16
17 2. This act shall take effect immediately.

18
19
20 STATEMENT

21
22 This bill would place private nonprofit colleges in the same
23 status as State colleges under the "Municipal Land Use Law,"
24 P.L.1975, c.291 (C.40:55D-1 et seq.).

25 Under current law and the New Jersey Supreme Court decision,
26 Rutgers v. Piluso, 60 N.J. 142 (1972), public colleges and
27 universities are exempt from local zoning jurisdiction in recognition
28 of the critical public mission served by those institutions in
29 educating the citizens of the State. It has been recognized that this
30 vital public mission should not be unduly limited or restricted by
31 the actions of the municipalities within which such institutions are
32 located. The exemption is not unlimited and must be exercised in a
33 reasonable fashion as to not arbitrarily override legitimate local
34 interests. As a result, public colleges and universities are required
35 to consult with local authorities regarding institutional development
36 and to allow for input in order to minimize potential conflicts with
37 local governmental interests.

38 New Jersey's private independent institutions of higher education
39 contribute substantially to that important public mission. Licensed
40 by the State, these independent institutions of higher education are
41 eligible to receive very modest financial support under the
42 "Independent College and University Assistance Act," N.J.S.A.
43 18A:72B-15 et seq., but serve over 67,000 students each year. Of
44 the total undergraduate student population at these independent
45 institutions, 77% are New Jersey residents. These independent
46 colleges and universities serve 29% of all college students in New
47 Jersey, 35% of the State's graduate student population and confer
48 over 15,000 degrees each year.

1 Despite this significant public mission, these independent
2 institutions, because of their status as private non-profit entities, are
3 subject to local zoning controls by the municipalities in which they
4 are located and must obtain approval from those local authorities
5 for all campus development. The approval process often can be
6 quite time consuming and expensive. This results in the delay of
7 important educational programs and facilities for students attending
8 the institutions as well as the diversion of critical funding away
9 from educational purposes.

10 This bill provides for parity between the public and independent
11 institutions of higher education, which are both providing a vital
12 public mission to the State and its citizens, and would place the
13 same requirements for consultation with local officials on
14 independent institutions as are currently in place for the public
15 colleges and universities.

SENATE COMMUNITY AND URBAN AFFAIRS COMMITTEE

STATEMENT TO

SENATE, No. 1534

with committee amendments

STATE OF NEW JERSEY

DATED: JUNE 7, 2012

The Senate Community and Urban Affairs Committee reports favorably and with amendments Senate Bill No. 1534.

As amended by the committee, this bill would place private nonprofit colleges in the same status as State colleges under the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.), regardless of whether these colleges receive financial assistance under the "Independent College and University Assistance Act," pursuant to P.L.1979, c.132 (C.18A:72B-15 et seq.).

Under current law and the New Jersey Supreme Court decision, *Rutgers v. Piluso*, 60 N.J. 142 (1972), public colleges and universities are exempt from local zoning jurisdiction in recognition of the critical public mission served by those institutions in educating the citizens of the State. It has been recognized that this vital public mission should not be unduly limited or restricted by the actions of the municipalities within which such institutions are located. The exemption is not unlimited and must be exercised in a reasonable fashion as to not arbitrarily override legitimate local interests. As a result, public colleges and universities are required to consult with local authorities regarding institutional development and to allow for input in order to minimize potential conflicts with local governmental interests.

New Jersey's private independent institutions of higher education contribute substantially to that important public mission. Licensed by the State, these independent institutions of higher education serve over 76,000 students each year. Of the total undergraduate student population at these independent institutions, 77% are New Jersey residents. These independent colleges and universities serve 29% of all college students in New Jersey, 41% of the State's graduate student population and confer over 16,000 degrees each year.

Despite this significant public mission, these independent institutions, because of their status as private non-profit entities, are subject to local zoning controls by the municipalities in which they are located and must obtain approval from those local authorities for all campus development. The approval process often can be quite time consuming and expensive. This results in the delay of important

educational programs and facilities for students attending the institutions as well as the diversion of critical funding away from educational purposes.

This bill provides for parity between the public and independent institutions of higher education, which are both providing a vital public mission to the State and its citizens, and would place the same requirements for consultation with local officials on independent institutions as are currently in place for the public colleges and universities.

Committee Amendments

The committee amended the bill to place all private nonprofit colleges in the same status as State colleges under the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.), by deleting the language requiring that these colleges receive financial assistance under the "Independent College and University Assistance Act," pursuant to P.L.1979, c.132 (C.18A:72B-15 et seq.) because not all of these colleges are eligible for this financial assistance.

ASSEMBLY, No. 2586

STATE OF NEW JERSEY

215th LEGISLATURE

INTRODUCED FEBRUARY 21, 2012

Sponsored by:

Assemblywoman **CELESTE M. RILEY**
District 3 (Cumberland, Gloucester and Salem)
Assemblyman **THOMAS P. GIBLIN**
District 34 (Essex and Passaic)

Co-Sponsored by:

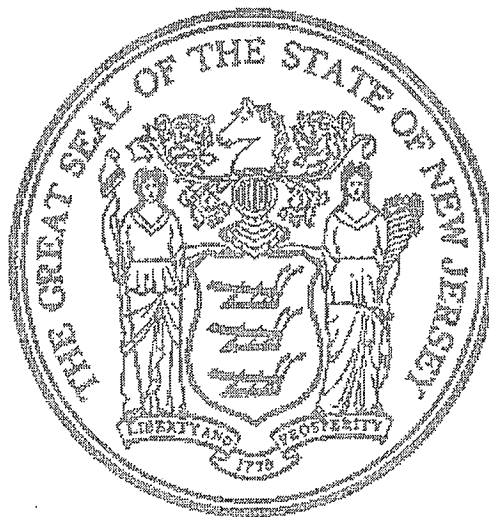
Assemblymen **S.Kean, O'Scanlon**, Assemblywoman **Sumter**, Assemblymen
Clifton and Coutinho

SYNOPSIS

Equalizes standing of private and public colleges before land use agencies.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 9/25/2012)

1 AN ACT concerning land use approvals for private nonprofit
2 institutions of higher education and supplementing P.L.1975,
3 c.291.
4

5 **BE IT ENACTED** by the Senate and General Assembly of the State
6 of New Jersey:
7

8 1. A private institution of higher education organized as a
9 nonprofit corporation under N.J.S.15A:1-1 et seq. or acting under
10 the authority of N.J.S.18A:68-6, and licensed by the State to confer
11 degrees pursuant to N.J.S.18A:68-1 et seq., and which is eligible to
12 receive funds under P.L.1979, c.132 (C.18A:72B-15 et seq.), shall
13 be exempt from the provisions of P.L.1975, c.291 (C.40:55D-1 et
14 seq.), to the same extent as a State college organized under
15 N.J.S.18A:64-1.
16

17 2. This act shall take effect immediately.
18
19

20 STATEMENT
21

22 This bill would place private nonprofit colleges in the same
23 status as State colleges under the "Municipal Land Use Law,"
24 P.L.1975, c.291 (C.40:55D-1 et seq.).

25 Under current law and the New Jersey Supreme Court decision,
26 Rutgers v. Piluso, 60 N.J. 142 (1972), public colleges and
27 universities are exempt from local zoning jurisdiction in recognition
28 of the critical public mission served by those institutions in
29 educating the citizens of the State. It has been recognized that this
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13 same requirements for consultation with local officials on
14 independent institutions as are currently in place for the public
15 colleges and universities.

VIOLATION NOTICE

973-325-4119

Date of Inspection:

2011

Township of West Orange, New Jersey
Department of Planning & Development
Housing Inspection Division
Municipal Building - 66 Main Street

To: Owner/Occupant

Premises

West Orange, NJ 07052

Dear Property Owner:

In accordance with the provisions of the Housing Code of The Township of West Orange, Chapter 14, you are hereby notified to correct the conditions listed below, on or before the allotted time noted below.

14-8.2 Appearance of Exterior of Premises and Structures.**a. Residential and Nonresidential.**

2. Landscaping. PLEASE MOW YOUR LAWN WITHIN THE NEXT 24 HOURS, AND CONTINUE TO MAINTAIN IT THROUGHOUT THE GROWING SEASON. THANK YOU.

Failure to comply with in this notice shall result in summonses to Municipal Court and possible fines imposed for violation of West Orange Ordinances.

Please advise this office when corrections have been completed. Thank you.

Date:

Gemiece Gary-Adams, Zoning Officer
973-325-4119

RECEIVED TIME JUL 7 10:29AM

AN ORDINANCE CREATING NEW TOWNSHIP CODE SECTION CHAPTER 14, SECTION 8.2A AND REVISING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE TO ALLOW FOR SNOW, ICE AND GRASS REMOVAL ON PRIVATELY-OWNED PROPERTIES BY TOWNSHIP EMPLOYEES OR AGENTS

BE IT ORDAINED, by the Township Council of the Township of West Orange ("Township"), in the County of Essex and State of New Jersey, that there should be created a Chapter 14, Section 8.2A of the Revised General Ordinances of the Township, which shall provide as follows:

14-8.2A Failure to Comply With Ice, Snow, or Grass Removal; Enforcement

1. If the owner or operator of lands abutting upon the public highways, streets and avenues of the Township shall neglect or refuse to remove all snow, ice, grass, or other impediments, as required by §14-8.1(a)(3), §14-8.1(b), §14-8.2(a)(2) or §14-8.2(b)(1), then the Department of Public Works or a suitable third-party vendor approved by the Director of the Department of Public Works may, after three (3) days' notice posted on the property, remove or cause to be removed, or trim or cause to be trimmed, the snow, ice, grass, or other impediments which are in violation of the Township Code.
2. Upon the completion of any removal or trimming as contemplated by subsection (a) of this section, and upon the Township's issuance or receipt of an invoice for services rendered, the Department of Public Works or any other Township Department may obtain a lien against the applicable real property for the cost of services and all costs related thereto, including all attorneys' fees and expenses incurred related thereto. Such lien shall be authorized pursuant to a resolution considered and approved by the Township Council.

BE IT FURTHER ORDAINED, that the remainder of Chapter 14, Section 8, remains unchanged.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the

provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with law.

Karen J. Carnevale
Municipal Clerk

Victor Cirilo
Council President

Robert D. Parisi, Mayor

Introduced: September 11, 2012

Adopted: October 2, 2012

LEGISLATIVE HISTORY

Township Code Sections 14-8.1 and 14-8.2, among others, comprise a portion of the Township's Property Maintenance Code. These sections set forth certain minimum exterior maintenance standards for residential and non-residential properties in the Township. There have been delays in the abatement of violations for overgrown grass at properties which are abandoned, but still pending the foreclosure process. While secured parties are obligated to maintain these abandoned properties pursuant to N.J.S.A. 46:10B-51(b), often these secured parties fail to appear in the Municipal Court on their scheduled court date. Thus, neighbors of these properties and entire neighborhoods suffer from grass, ice or snow conditions which violate the Township's Property Maintenance Code, and which may exist for months before a property owner, operator or secured party ever takes action to abate the condition.

This legislation would allow the Township's Department of Public Works, or an appropriate third-party vendor authorized by the Director of the Department of Public Works, to take action to abate grass, snow or ice conditions which violate Township Code §14-8.1(a)(3), §14-8.1(b), §14-8.2(a)(2) or §14-8.2(b)(1). Such action by the Department of Public Works or the approved third-party vendor would be permitted only after three (3) days' notice of the violation, posted at the property. The purpose of this legislation is to ensure that the Township may take swift action to abate Property Maintenance Code violations relating to grass, ice and snow, so as to promote the good residential character of its neighborhoods and promote the health, safety and welfare of Township residents. The legislation would reduce frustration among neighbors and neighborhoods which bear the burden of an owner or operator's choice not to properly maintain a property. This proposed legislation comes at limited cost to the Township, which would be entitled to obtain a first-priority municipal lien for any costs incurred for taking action to service the property.

Authority for this proposed Ordinance is derived from N.J.S.A. 40:48-1, which authorizes the governing body of every municipality in the State of New Jersey to "make, amend, repeal

and enforce . . . ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants.” Authority is also derived from N.J.S.A. 40:48-3, which explicitly authorizes municipalities to take corrective action to abate nuisance violations to real property where a property owner does not take action.

TOWNSHIP OF WEST ORANGE

PROCESS FOR ABATEMENT OF SNOW, ICE OR GRASS VIOLATION

PLEASE BE ADVISED THAT, AS AN OWNER OR OPERATOR OF THIS PROPERTY, YOU HAVE BEEN ISSUED A NOTICE TO CURE VIOLATION PURSUANT TO TOWNSHIP OF WEST ORANGE ("TOWNSHIP") CODE SECTION 14-8.2A.

You have three (3) days to abate the snow, ice or grass condition at your Property as set forth in the attached Notice of Violation.

If the snow, ice or grass condition is not abated within three (3) days of this the foregoing notice, Township Code Section 14-8.2A authorizes the Township's Department of Public Works, or a third-party approved by the Township's Department of Public Works, to remove or trim the snow, ice or grass condition.

If you do not abate the snow, ice or grass condition at this property within three (3) days, the following may occur:

- You may be subject to the issuance of a Summons and Complaint, without further notice.
- If a Summons and Complaint is issued, it would require your appearance in the Township's Municipal Court and may result in fines or other penalties.
- If you fail to appear in the Township's Municipal Court on the date set in the Summons and Complaint, a bench warrant may be issued by the Township's Municipal Court.

If you have any questions regarding this Notice, please contact the Township's Property Maintenance Department, at (973) 325-4100.

TOWNSHIP CODE SECTIONS 14-8.1 AND 14-8.2

14-8.1 Maintenance of Exterior of Premises.

- a. *Hazards and Unsanitary Conditions.* The exterior of the premises and all structures thereon shall be kept free of all nuisances, and any hazards to the safety of occupants, pedestrians and other persons utilizing the premises, and free of unsanitary conditions; and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards which include but are not limited to the following:
 1. Refuse, garbage and rubbish as defined in Section 14-2.1 contained herein.
 2. Natural Growth. Dead and dying trees and limbs or other natural growth which, by reason of rotting or deteriorating conditions or storm damage, constitute a hazard or nuisance to persons in the vicinity thereof. Trees shall be kept pruned and trimmed to prevent such conditions. All weeds shall be removed from the vicinity of any public sidewalk or roadway.
 3. Overhangings. Loose and overhanging objects, and accumulations of ice and snow which by reason of location above ground level constitute a danger of falling on persons in the vicinity thereof.
- b. *Ground Surface Hazards of Unsanitary Conditions.* All holes, excavations, breaks, projections, obstructions, and excretion of pets and other animals on paths, walks, driveways, parking lots, and parking areas and other parts of the premises which are easily accessible to and used by persons on the premises shall be filled and repaired, walks and steps replaced, and other conditions removed where necessary to eliminate hazards or unsanitary conditions. Regarding the removal of accumulated snow or ice on private property from paths, walks, driveways, parking lots and parking areas used by pedestrians and automobiles a summons may be issued where the snow or ice remains uncleared within twenty-four (24) hours after the snow has ceased to fall or the ice has formed.
- c. *Recurring Accumulations of Storm Water.* Adequate run-off drains shall be provided and maintained to eliminate any such recurrent or excessive accumulation of storm water.
- d. *Sources of Infestation.*
- e. *Foundation Walls.* Foundation walls shall be kept structurally sound, free from defects and damage, and capable of bearing imposed loads safely.
- f. *Chimneys and All Flue and Vent Attachments Thereto.* Chimneys and all flue and vent attachments thereto shall be maintained structurally sound, free from defects, and so maintained as to capably perform at all times the functions for which they were designed. Chimneys, flues, gas vents or other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, shall be structurally safe, durable, smoke-tight, and capable of withstanding the action of flue gases.
- g. *Exterior Porches, Landings, Balconies, Stairs and Fire Escapes.* Exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept structurally sound, in good repair, and free from defects.

(1972 Code § 16-8.1; Ord. No. 1690-00 § 3; Ord. No. 2301-11)

14-8.2 Appearance of Exterior of Premises and Structures.

- a. *Residential and Nonresidential.* The exterior of the premises, the exterior of dwelling structures and the condition of accessory structures shall be maintained so that the appearance of the premises and all buildings thereon shall reflect a level of maintenance in keeping with the residential standards of the neighborhood or such higher standards as may be adopted as part of a plan of urban renewal by the Township, and it shall be the duty of the owner or operator to maintain the premises in the manner set forth herein, including, but not limited to the following:
 1. *Storage of Commercial and Industrial Material.* There shall not be stored or used at a location visible from the sidewalk, street or other public areas, equipment and materials relating to commercial or industrial uses unless permitted under the Zoning Ordinance for the premises.
 2. *Landscaping.* Premises shall be kept landscaped and lawns, hedges and bushes shall be kept trimmed where exposed to public view, and shall be maintained so as not to obstruct public access to sidewalks and roadways. All trees shall be kept trimmed so that they do not encroach onto the sidewalk or roadway from the ground to a height of seven (7) feet. Hedges and bushes shall be maintained so that they do not encroach onto the sidewalk. Lawns shall be trimmed and maintained and shall not exceed a height of eight (8) inches from the ground. All lawns, trees, hedges and bushes in violation of any and all provisions of this Ordinance shall be removed, trimmed, or cut to conform to the requirements set forth herein.
 3. *Signs.* All signs shall be maintained in good repair and printed matter, pictures or illustrations contained thereon shall be completely maintained or when no longer in use completely removed.
 4. *Reconstruction of Walls and Sidings.* All reconstruction of walls and sidings shall be of standard quality and appearance commensurate with the residential character of the properties in the same block and on both sides of the street on which the premises front, such that the materials used will not be of a kind that by their appearance, under prevailing appraisal practices and standards will depreciate the values of neighboring and adjoining premises.
 5. *General Maintenance.* The exterior of every structure or accessory structure (including fences) shall be maintained in good repair and all surfaces thereof shall be kept painted or whitewashed where necessary for purposes of preservation and appearance. They shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other condition reflective of deterioration or inadequate maintenance to the end that the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties and the neighborhood protected from blighting influences. No structure, or part thereof, shall be boarded up or otherwise kept in a state of disrepair.
 6. *Front Yard Parking.* No person shall park, stop or stand any motor vehicle, or permit or suffer the same to be done, in any front yard of premises occupied by a dwelling or hotel except on driveways and parking areas constructed and installed in compliance with applicable Township ordinances and not less than three (3) feet from the interior front sidewalk line adjacent to those premises.
- b. *Nonresidential.* The exterior of the premises and the condition of accessory structures shall be maintained so that the appearance of the premises and all buildings thereon shall reflect a level of maintenance in keeping with the standards of the neighborhood or such higher standards as may be adopted as part of a plan of urban renewal by the Township, and it shall be the duty of the owner or operator to maintain the premises as set forth herein, including, but not limited to the following:
 1. *Landscaping.* All lawns, trees, hedges and bushes shall be maintained so as not to obstruct public access to sidewalks and roadways. Trees, hedges and bushes shall be kept trimmed so that they do not cross the line of the sidewalk from the ground to a height of seven (7) feet.

Lawns shall be trimmed and maintained and shall not exceed a height of eight (8) inches from the ground. All lawns, trees, hedges and bushes in violation of any and all provisions of this Ordinance shall be removed, trimmed, or cut to conform to the requirements set forth herein.

2. Signs and Billboards. All permanent signs and billboards exposed to public view permitted by reason of other regulations as a lawful non-conforming use shall be maintained in good repair. Any signs which have excessively weathered or faded or those upon which the paint has excessively peeled or cracked shall, with their supporting members, be removed or put into a good state of repair, all nonoperative or broken electrical signs shall be repaired or shall, with their supporting members, be removed.
 3. Windows. All windows shall be left uncovered and shall not be opaque to the public view. All windows exposed to public view shall be kept clean and free of marks or foreign substances. No stock or inventory shall be permitted in the window display area. All screening of interiors shall be maintained clean and in a good state of repair. Under extraordinary circumstances and with the advance written permission of the Director of the Planning Department certain areas of the window may be screened from the public view.
 4. All tenants or property owners occupying the street level of a commercial property shall be responsible to sweep and clean all sidewalks and brick pavers in front of their establishment so that they remain free of litter, debris, graffiti, oil, cigarette butts, gum, newspapers, refuse, and all garbage. In order to maintain or restore the level of cleanliness needed, power washing may be needed. Those tenants/owners on a corner shall be responsible for sidewalks and brick pavers on all sides as described above. If there is not a ground level tenant, or if the entire building is vacant, the property owner shall be responsible for maintenance of the sidewalks, brick pavers and landscaping as described in this subsection.
- Any trees or landscaping in front of the establishment shall be watered, pruned and maintained. Landscaping shall not be removed or replaced with gravel, asphalt or wood chips.
5. Signs or Advertisements; Removal. Except for "For Rent" signs, any temporary sign or other paper advertising material glued or otherwise attached to a window or windows or otherwise exposed in public view shall be removed at the expiration of the event or sale for which it is erected or within sixty (60) days after erection, whichever shall occur sooner.

Except during the course of repairs or alterations, no more than thirty-three and one-third (33 1/3%) percent of the square footage of any single window or single window display area shall be devoted to signs or other temporary advertising material attached to the window or windows or otherwise exposed to public view.

6. Awnings and Marquees. Any awning or marquee and its accompanying structural members which extend over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. In the event such awnings or marquees are not properly maintained in accordance with the foregoing, they shall, together with their supporting members, be removed forthwith. In the event the awnings or marquees are made of cloth, plastic, or of similar materials, the cloth or plastic where exposed to public view shall be maintained in good condition and shall not show evidence of excessive weathering, discoloration, ripping, tearing, or other holes. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks, or other parts of the public domain.

AN ORDINANCE AMENDING AN ORDINANCE CREATING A RECLASSIFICATION AND SALARY SCHEDULE OF CERTAIN TOWNSHIP OF WEST ORANGE MUNICIPAL EMPLOYEES SETTING FORTH THEIR TITLES, CLASSIFICATION AND SALARY RANGES AND ADOPTING A SALARY GUIDE AND ESTABLISHING THE EMPLOYEE'S STATUS AS A TOWNSHIP EMPLOYEE AND UNDER THE GUIDELINES OF THE NEW JERSEY DEPARTMENT OF PERSONNEL.

BE IT ORDAINED by the Township council of the Township of West Orange as follows:

SECTION 1. That an ordinance amending an ordinance adopting and creating a reclassification and salary schedule of certain Township of West Orange Municipal employees, setting a salary guide and establishing the employee's status as a Township employee and under the guidelines of the New Jersey Department of Personnel as filed in the office of the Municipal Clerk for the following positions:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u> <u>1/1/11</u>	<u>MAXIMUM</u> <u>1/1/12</u>	<u>MAXIMUM</u> <u>01/1/13</u>
Fire Official			7,500	
Plumbing Inspector	20,000		71,368	
Tax Searcher	25,000		62,008	
Municipal Clerk	67,500		117,258	
Violations Clerk	30,000		56,372	
Health Officer (Interlocal Contract)	3,900	8,798	8,974	9,153
Sr. Citizen Program Aide			7,500	
Asst. Sr. Citizen Program Aide			5,000	

SECTION 2. This ordinance and the titles and salary ranges herein provided shall become effective January 1, 2011, 2012, and 2013.

SECTION 3. All ordinances and parts of ordinances heretofore enacted which are inconsistent with any provision of this ordinance are, to the extent of such inconsistency, hereby repealed.

SECTION 4. This ordinance shall take effect upon final passage and publication in accordance with the laws of the State of New Jersey.

Victor Cirilo, Council President

Robert D. Parisi, Mayor

Karen J. Carnevale, Municipal Clerk

INTRODUCED: October 2, 2012

ADOPTED: October 16, 2012

Approved as to the form and legality on the basis of the facts set forth.

LEGISLATIVE HISTORY

Titles and ranges per adoption of 2012 budget.

Inter-local contract per Essex Fells Contract.

Municipal Clerk per Executive Session.