

1. Conference Meeting Agenda

Documents:

[CA 11.22.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 11.22.22.PDF](#)

3. Resolution(S)

3.I. 288-22

Documents:

[288-22 EXECUTIVE SESSION 11.22.22.PDF](#)

3.II. 289-22

Documents:

[289-22 CHARGE ORDER NO. 6 - WEST ORANGE LIBRARY 10 ROONEY CIRCLE.PDF](#)
[289-22 ATTACHMENT.PDF](#)

3.III. 290-22

Documents:

[290-22 RESOLUTION AUTHORIZING COMMUNITY SERVICES AGREEMENT WITH PLEASANT VALLEY PRODUCTION - 2022.PDF](#)
[290-22 AGREEMENT - PVP, INC. - 2022.PDF](#)

3.IV. 291-22

Documents:

[291-22 RESOLUTION AUTHORIZING AGREEMENT WITH THE POLICE ATHLETIC LEAGUE FOR RECREATIONAL PROGRAMS AND SOCIAL SERVICE PROGRAMS - 2022.PDF](#)
[291-22 EXHIBIT - AGREEMENT - PAL - 2022.PDF](#)

3.V. 292-22

Documents:

[292-22 RESOLUTION AUTHORIZING AGREEMENT-MOUNTAIN TOP LEAGUE FOR RECREATIONAL PROGRAMS AND YOUTH SPORTS PROGRAMS - 2022.PDF](#)
[292-22 EXHIBIT - MOUNTAIN TOP LEAGUE FOR RECREATIONAL PROGRAMS AND YOUTH SPORTS PROGRAMS - 2022.PDF](#)

3.VI. 293-22

Documents:

[293-22 RESOLUTION AUTHORIZING SECOND EXTENSION OF CONTRACTO
TO RELIABLE WOOD FOR OPERATION OF RECYCLING CENTER -
2022.PDF](#)
[293-22 EXHIBIT A.PDF](#)

3.VII. 294-22

Documents:

[294-22 RESOLUTION DECOMMISSION OF KORWEL PS FOR NEW
GRAVITY SEWER.PDF](#)
[294-22 KORWELL PS-PROPOSALS.PDF](#)
[294-22 KORWELL PS RFP.PDF](#)

3.VIII. 295-22

Documents:

[295-22 AUTHORIZING PAYMENT - GRABOWSKI CONST. - GLEN ROAD
SPILLWAY.PDF](#)
[295-22 ATTACHMENT.PDF](#)

3.IX. 296-22

Documents:

[296-22 MELLON AVENUE.PDF](#)

3.X. 297-22

Documents:

[297-22 RESOLUTION FOR SNOW REMOVAL SERVICES FROM
SIDEWALKS-PATH CROSSWALKS-BUS SHELTERS 2022-2023.PDF](#)

3.XI. 298-22

Documents:

[298-22 Q4 DUPLICATE PAYMENT-2022.PDF](#)

3.XII. 299-22

Documents:

[299-22 RESOLUTION AUTHORIZING SANTAS ARRIVAL VIA
HELICOPTER.PDF](#)

3.XIII. 300-22

Documents:

[300-22 REFUND DUPLICATE PAYMENT 11.22.22.PDF](#)

3.XIV. 301-22

Documents:

[301-22 RESOLUTION CHANGE ORDER NO. 2 DEGNAN PARK BASEBALL FIELD IMPROVEMENTS.DOCX.PDF](#)

3.XV. 302-22

Documents:

[302-22 RESOLUTION CHANGE ORDER NO. 3 AND FINAL MA 2020 ARVERNE RD, CRESTMONT RD WESTOVER TERR.PDF](#)

3.XVI. 303-22

Documents:

[303-22 RESOLUTION 44 WASHINGTON STREET WO LLC.DOCX.PDF](#)

3.XVII. 304-22

Documents:

[304-22 RESOLUTION - ESSEX COUNTY COMMUNITY DEVELOPMENT 2022.PDF](#)

3.XVIII. 305-22

Documents:

[305-22 RESOLUTION DELTA DENTAL RENEWAL.DOCX.PDF](#)

3.XIX. 306-22

Documents:

[306-22 RESOLUTION MERITAIN RENEWAL.DOCX.PDF](#)

3.XX. 307-22

Documents:

[307-22 RESOLUTION BENECARD RENEWAL.DOCX.PDF](#)

3.XXI. 308-22

Documents:

[308-22 RESOLUTION LIBERTY MUTUAL PROPOSALS.DOCX.PDF](#)

3.XXII. 309-22

Documents:

[309-22 RESOLUTION EXECUTIVE SESSION.PDF](#)

3.XXIII. 310-22

Documents:

[310-22 BY-LAWS 2022 FINAL.PDF](#)

3.XXIV. 311-22

Documents:

[311-22 INTRODUCTION OF THE 2023 DOWNTOWN WEST ORANGE ALLIANCE BUDGET.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2698-22

Documents:

[2698-22 BOND ORD. FUNDING EMERGENCY APPROPRIATION - FLOOD MITIGATION FACILITIES PRJCT. - JOINT MTG..PDF](#)

4.II. 2699-22

Documents:

[2699-22 ORDINANCE AUTHORIZING LICENSE AGREEMENT WITH PLEASANT VALLEY PRODUCTIONS - 2022.PDF](#)
[2699-22 LICENSE AGREEMENT WITH PLEASANT VALLEY PRODUCTIONS INC. 2022\(REDEDITREQUESTS\).PDF](#)

5. Ordinance(S) On First Reading

5.I. 2700-22

Documents:

[2700-22 - AMENDING AND RESTATING MELLON AVE - WEST ORANGE.PDF](#)

5.II. 2701-22

Documents:

[2701-22 HANDICAPPED ORD. 31-33-PARK AVE-28 HIGH-81 ASHLAND-85 MITCHELL-36 PARK TERR.PDF](#)

6. ABC Hearing

6.I. 705-22

Documents:

[705-22 ABC-PERSON TO PERSON - PLACE FROM EAGLE ROCK LOUNGE CORP. TO BK LOBSTER WO, LLC 11.22.22.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, November 22, 2022
Meeting No. 19

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

6:30 P.M

- **Mayor's Proclamation: National Injury Prevention Day**
- **Discussion: 2023 Council Meeting Dates**
- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
November 22, 2022 – Meeting No. 19**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021, and published in the West Orange Chronicle on December 2, 2021.

Statement of Decorum

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

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – October 25, 2022 Public Meeting**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 288-22 Resolution Authorizing an Executive Session for the Purpose of Discussing Contract Negotiations Specifically Downtown Redevelopment**
 - b. 289-22 Resolution Authorizing Change Order No. 6 in the amount of \$13,933.89, on behalf of H&S Construction and Mechanical, Inc., of Elizabeth, NJ to Replace Exterior Wall HVAC Louvers with Solid Metal Panels (Lepore)**
 - c. 290-22 Resolution Awarding a Community Services Agreement with Pleasant Valley Productions, Inc. for the Period of January 1, 2022 – December 31, 2022 in the Amount of \$20,000. (Legal-Moon)**
 - d. 291-22 Residents of West Orange for the Period of January 1, 2022 – December 31, 2022 in the Amount of \$12,000. for the Township Police Athletic League (Legal-Moon)**
 - e. 292-22 Resolution Awarding a Contract for the Providing of Recreational Services and Social Services to the Residents of West Orange for the Period of January 1, 2022 – December 31, 2022 in the Amount of \$9,500. for Mountain Top League (Legal-Moon)**
 - f. 293-22 Resolution Authorizing the Township to Exercise the Second of the Two One-Year Extensions for the Contract for the Management, Operation and Maintenance Service Agreement for the West Orange Recycling Center and Composting Facility until February 28, 2023 (Legal-Moon)**

- g. 294-22** Resolution Authorizing a Professional Services Contract to Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Engineering and Land Surveying Services Associated with the Decommission of Korwel Pump Station for New Gravity Sewer (Lepore)
- h. 295-22** Resolution Authorizing an Emergency Appropriation in an Amount up to \$65,000.00 to Pay Grabowski Construction for Emergency Spillway Reconstruction Adjacent to Glen Road on the West Fork, East Branch of the Rahway River (Lepore)
- i. 296-22** Resolution Authorizing an Emergency Appropriation in an Amount up to \$50,000.00 to Pay Grabowski Construction to Grade and Pave “Upper” Mellon Avenue (Lepore)
- j. 297-22** Resolution Authorizing a Contract with American Asphalt & Trucking, LLC, 818 Summer Avenue, Newark, NJ 07014 for Snow Removal Services from Sidewalks, Paths, Crosswalks, Bus Shelters and Stops Within the Township in an Amount NTE \$60,000.00 for 2022/23 (Lepore)
- k. 298-22** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Longo)
- l. 299-22** Resolution Authorizing Helicopter Landing at Montclair Golf Club for Santa Arrival 2022 (Legal-Gengaro)
- m. 300-22** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to an Overpayment of Taxes Due to a Duplicate Payment (Longo)
- n. 301-22** Resolution Authorizing Change Order No. 2 for the Degnan Park Baseball Field Improvements, 365 Thomas Boulevard, Orange, NJ 07050 (Lepore)
- o. 302-22** Resolution Awarding a Contract with Cifelli & Son General Contracting, 81 Franklin Ave., Nutley NJ 07110 for Street Improvement, Contract MA-2020 Arverne Rd., Crestmont Rd (portion) & Westover Terr. (portion) in the amount of \$873,652.41(Lepore)
- p. 303-22** Resolution Authorizing a Performance Bond for 44 Washington Street from Zekrob Properties in the amount of \$280,705.00 to satisfy the Planning Board approval of May 1, 2019 (Lepore)
- q. 304-22** Resolution Authorizing the Appointment of (2) Community Development Representatives to the Essex County Division of Housing and Community Development – Zayibeth Carballo and James A. Williams (Lepore)
- r. 305-22** Resolution Authorizing an Agreement to Enter into a Contract with Delta Dental of New Jersey for Employees Dental Insurance (Gross)
- s. 306-22** Resolution Authorizing Meritain Health for Employees coverage Third Party Administration Services (Gross)
- t. 307-22** Resolution Authorizing an Agreement to enter into a Contract for Employees Prescription Drugs with Benecard Services, Inc. (Gross)
- u. 308-22** Resolution Authorizing an Agreement with Liberty Mutual Insurance Company for Stop Loss Coverage for Year 2023 (Gross)
- v. 309-22** Resolution Authorizing an Executive Session for the Purpose of Discussing Pending Litigation with WO Fire Department and Downtown Redevelopment
- w. 310-22** Resolution Update Downtown West Orange Alliance, Inc. By-Laws (Brill)
- x. 311-22** Introduction of the 2023 Downtown West Orange Alliance Budge (Brill)

9. Ordinances on Second and Final Reading

- a. 2698-22** Bond Ordinance Funding An Emergency Appropriation Providing For The Local Unit's Allocable Share Of The Unfunded Portion Of Phase I Of The Flood Mitigation Facilities Project Of The Joint Meeting Of Essex And Union Counties, By And In The Township Of West Orange, In The County Of Essex, State Of New Jersey (The "Local Unit"); Appropriating \$2,725,000 Therefor And Authorizing The Issuance Of \$2,725,000 Bonds Or Notes To Finance The Cost Thereof (Gross)
- b. 2699-22** An Ordinance Authorizing the Execution of a License Agreement with Pleasant Valley Productions, Inc. for Use and Operation of the Oskar Schindler Performing Arts Center (Gross)

10. Ordinances on First Reading

- a. 2700-22** Bond Ordinance Providing for the Installation of a Sanitary Sewerage System and Associated Laterals Located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, Appropriating \$285,000 Therefor and Authorizing the Issuance of \$271,400 Bonds or Notes of the Township to Finance Part of the Cost Thereof and Directing a Portion of Special Assessment of the Cost Thereof (Gross)
- b. 2701-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1 Handicapped Parking on Streets and Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 705-22** Resolution Authorizing a Person-To-Person Transfer of Plenary Consumption License 0722-33-012-003 from Eagle Rock Lounge Corp. to BK Lobster WO, LLC (Clerk)

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.

(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Next Meeting Date(s): December 6, 2022

ZOOM INSTRUCTIONS:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87534016393?pwd=TXpwWkFKbS9iaGlKd1dyelBNVzZkZz09>

Or Telephone:

Dial: US: 1-646-931-3860

Webinar ID: 875 3401 6393

Password: 196967

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 **November 22, 2022** 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):

Downtown Redevelopment Area

(the general subject matter(s) 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 **November 22, 2022**

Motion:

Second:

Vote

Aye:

Opposed:

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

Susan McCartney
Council President

Adopted: November 22, 2022

R E S O L U T I O N

WHEREAS, the Township as part of the Redevelopment along Executive Drive and Rooney Circle acquired the office building and land known as 10 Rooney Circle; and

WHEREAS, a portion of this building will be used as the new West Orange Public Library; and

WHEREAS, the Township's architect, Arcari Iovino of Little Ferry, NJ the Township's contractor for this project, H&S Construction and Mechanical Inc. of Elizabeth, NJ desires to replace exterior wall HVAC louvers with solid metal panels; and

WHEREAS, H&S Construction and Mechanical, Inc., of Elizabeth, NJ, submitted Change Order No. 6 in the amount of \$13,933.89 dated October 13, 2022 for the solid metal infill panels to replace outside wall HVAC louvers; and

WHEREAS, Change Order No. 6 is acceptable to Arcari Iovino Architects, P.C., Little Ferry, NJ as well as the Municipal Engineer; and

WHEREAS, sufficient funds exist for these Change Orders; and

WHEREAS, the Township Council concurs in the foregoing.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 6 in the amount of \$13,933.89 be approved, and with Change Order No. 1 of \$6,946.54, Change Order No. 2 of \$25,366.66 and Change Order No. 3 of \$14,013.60, Change Order No. 4 of \$8,245.39 and Change Order No 5 of \$8,800.01 represents a 1.53 percent increase in the original contract amount of \$5,075,000.00 bringing the adjusted contract amount to \$5,152,306.09.

BE IT FURTHER RESOLVED that the Business Administrator John O. Gross is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney, Council President

I certify availability of funds from Account Number:

03 2645 21 0100 010
\$13,933.89

John O. Gross, BA/CFO

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 006
Date: October 13, 2022

OWNER: *(Name and address)*
Township of West Orange
66 Main Street
West Orange, NJ 07052

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
H&S Construction and Mechanical, Inc.
721 Bayway Avenue
Elizabeth, NJ 07202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Metal panel infills at exterior louvers (COR #8R). Add \$13,933.89

The original Contract Sum was	\$	5,075,000.00
The net change by previously authorized Change Orders	\$	63,372.20
The Contract Sum prior to this Change Order was	\$	5,138,372.20
The Contract Sum will be increased by this Change Order in the amount of	\$	13,933.89
The new Contract Sum including this Change Order will be	\$	5,152,306.09

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.

ARCHITECT *(Firm name)*

H&S Construction and Mechanical, Inc.

CONTRACTOR *(Firm name)*

Township of West Orange

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President

PRINTED NAME AND TITLE

Daniel Hernandez, President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Construction & Mechanical, Inc.

General Contractors · Sprinkler · Plumbing · Heating · Design

CHANGE ORDER REQUEST

Project: West Orange Public Library

To Contractor:
H&S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth NJ 07202

The Contract is changed as follows:

Owner: Township of West Orange
Construction Mngr:

Architect: Arcari & Iovino
Contractor: H&S Construction

Field:

COR #: 8R

Initiation date:

Project No: 22-044

Contract For: Completion Contract

Contract Date:

Costs associated with infilling at louver locations per RFI #3 response. This is a revised PCO to use insulated panels with aluminum skins in lieu of spandrel glass.

Item	Description	Company	Totals
1	Install panel infills. (See proposal attached)	Rusco Window Co. Inc.	\$ 12,391.00
2			
3			
4			

Sub-Contractor Subtotal \$ 12,391.00

H&S - Overhead & Profit Of Sub Cost \$ 619.55

Sub Contractors Total \$ 13,010.55

Item	Description	Company	Totals
5	PM time 3 hrs	H&S	\$ 450.00
6		H&S	
7		H&S	
8		H&S	
9		H&S	
10			
11			

Contractor Subtotal \$ 450.00

H & S - Overhead & Profit 15% of Contractor Cost \$ 67.50

Contractors Total \$ 517.50

Sub Total \$ 13,528.05

H&S Bond Cost \$ 405.84

Total \$ 13,933.89

The contract time will be increased by: 3 days

Rusco Window Co. Inc.

P.O. Box 874 Bound Brook, NJ 08805
TELEPHONE: (908) 610-8879 Garyrusso1954@yahoo.com

*Aluminum & steel windows. Monumental & grid curtain wall. Aluminum extruded walkway covers
Architectural acrylic aggregate panels. Storefront. Entrances. Glass. Glazing*

REVISED

DATE: October 4, 2022

TO: H & S Construction & Mechanical Inc.
721 Bayway Ave
Elizabeth, NJ 07207

RE: West Orange Public Library
10 Rooney Circle, West Orange, NJ 07052
PCO #1 – Replacement of existing 1" THK Insulated Panels.

ATTN: Pat

As requested, please see the below pricing to replace (15) 45 1/2 x 16" existing
spandrel glass panels with 1" THK insulated panels with aluminum skins EXT &
INT.

Is as follows:

Material	\$ 5,984.00
Labor – 2 men @ \$110 Per hr	\$ 5,280.00
Per day @ 3 days	
TOTAL	\$11,264.00
Mark up 10%	\$ 1,127.00
TOTAL	\$12,391.00

Thank You,

Gary Russo

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to provide funding for recreational services, social services, and activities, including cultural and artistic programming and entertainment to the residents of the Township of West Orange, and for the period commencing January 1, 2022 and ending December 31, 2022; and

WHEREAS, the Township has entered into a License Agreement with Pleasant Valley Productions, Inc., a nonprofit corporation of the State of New Jersey having its principal offices at 95 Warren Road, West Orange, New Jersey (“PVP”) to operate the Oskar Schindler Performing Arts Center (the “OSPAC”) and arrange for performances and shows at the OSPAC; and

WHEREAS, in addition to the License Agreement, the Township also seeks to provide additional financial support and contribution in the amount of **Twenty Thousand Dollars (\$20,000.00)** for the PVP to use towards its fulfillment of the programming at the OSPAC consistent with the requirements as set forth in the License Agreement;

WHEREAS, this additional financial support is subject to the terms and condition of a proposed Agreement, annexed hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with PVP for the contribution of funds in the amount of **Twenty Thousand Dollars (\$20,000.00)** to be utilized for the programming and shows at the OSPAC; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney, Council President

Adopted: November 22, 2022

I certify availability of funds from Account Number: _____

John O. Gross, BA/CFO

AGREEMENT

THIS AGREEMENT, made this 22nd day of November, 2022, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and PLEASANT VALLEY PRODUCTIONS, INC., a nonprofit corporation of the State of New Jersey having its principal offices at 95 Warren Road, West Orange, New Jersey, hereinafter referred to as the “PVP.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide funding for recreational services, social services, and activities, including cultural and artistic programing and entertainment to the residents of the Township of West Orange; and

WHEREAS, pursuant to a License Agreement between the Township and PVP, PVP utilized the Township’s facilities at the Oskar Schindler Performing Arts Center on Boland Drive; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing funding shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2022 to December 31, 2022, the PVP shall provide and make available to West Orange residents, programming consistent with the terms of the License Agreement between the Township and PVP.

2. The referenced facilities and services shall be supervised and operated by personnel provided by the PVP, whose personnel shall be solely the employees and volunteers of PVP who is responsible to pay them, where appropriate, at the sole discretion of the PVP.

3. The PVP shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The PVP agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The PVP acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The PVP agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2022.

8. Township shall pay to the PVP, for the services to be provided hereunder for the full one-year term, the sum of **Twenty Thousand Dollars (\$20,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PVP and Business Administrator for the Township.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto the extent held applicable to a volunteer organization.

Accordingly, the PVP agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PVP hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PVP further agrees as follows:

- A. All covered employees of the PVP performing services hereunder shall be paid not less than the prevailing wage rate as specified.
- B. The PVP shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
- C. The PVP shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PVP.
- D. If it is found that any covered employee of the PVP is paid less than the required wage rates Township may, on written notice to the PVP terminate the PVP's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PVP shall be liable to the Township for costs and damages incurred by the Township.

E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PVP to render services hereunder who are performing such services as volunteers without remuneration.

F. The PVP agrees to be bound by the provisions of **“SCHEDULE A”** attached hereto and made of part hereof.

11. The PVP agrees to submit an Annual Report to the Township, consistent with the requirements as set forth in the License Agreement, no later than December 31, 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

PLEASANT VALLEY
PRODUCTIONS, INC.

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the PVP agrees as follows:
- a. The PVP will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PVP will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PVP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. The PVP will, in all solicitations or advertisements for employees placed by or on behalf of the PVP, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The PVP 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 worker's representative of the PVP's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PVP agrees to comply with any regulations promulgated by the

Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The PVP agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PVP agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The PVP agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The PVP 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2022 and ending December 31, 2022; and

WHEREAS, the Police Athletic League (the “PAL”) has agreed to provide such services, including, but not limited to providing services and facilities for recreation, sports, and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Twelve Thousand Dollars (\$12,000.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the PAL for services and facilities for recreation, sports, and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney, Council President

Adopted: November 22, 2022

I certify availability of funds from Account Number: _____

John O. Gross, BA/CFO

Exhibit “A”

AGREEMENT

THIS AGREEMENT, made this ____ day of November, 2022, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and POLICE ATHLETIC LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at Prospect Place, West Orange, New Jersey, hereinafter referred to as the “PAL.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2022 to December 31, 2022, the PAL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.
2. The referenced facilities and services shall be supervised and operated by personnel provided by the PAL, whose personnel shall be solely the employees and volunteers of PAL who is responsible to pay them, where appropriate, at the sole discretion of the PAL.
3. The PAL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00). Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing

the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The PAL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies to grow hereunder may be assigned.

6. The PAL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The PAL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2022.

8. Township shall pay to the PAL, for the services to be provided hereunder for the full one-year term, the sum of **Twelve Thousand Dollars (\$12,000.00)**.

9. The manner of payment shall be as determined jointly by the President of the PAL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the PAL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The PAL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The PAL further agrees as follows:

- A. All covered employees of the PAL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
 - B. The PAL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
 - C. The PAL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the PAL.
 - D. If it is found that any covered employee of the PAL is paid less than the required wage rates Township may, on written notice to the PAL terminate the PAL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the PAL shall be liable to the Township for costs and damages incurred by the Township.
 - E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the PAL to render services hereunder who are performing such services as volunteers without remuneration.
 - F. The PAL agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.
11. The PAL agrees to submit an Annual Summary Report to the Township,

consistent with the form provided in the Participant Manual, no later than December 31, 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

POLICE ATHLETIC LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

- (I) During the performance of this agreement the PAL agrees as follows:
- a. The PAL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The PAL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PAL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
 - b. The PAL will, in all solicitations or advertisements for employees placed by or on behalf of the PAL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
 - c. The PAL 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 worker's representative of the PAL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The PAL agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

(II) The PAL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The PAL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The PAL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The PAL 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) seeks to award a contract for services and facilities for recreational services and social services for the residents of the Township of West Orange, and for the period commencing January 1, 2022 and ending December 31, 2022; and

WHEREAS, the Mountain Top League (the “MTL”) has agreed to provide such services, including, but not limited to organizing youth sports and athletic activities in the Township consistent with the terms of the agreement annexed hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the aggregate of public funds to be expended for the provision of such services and use of facilities is **Nine Thousand Five Hundred Dollars (\$9,500.00)** which falls below the bid threshold allowing award of the Agreement without public advertisements for bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township is hereby authorized to enter into the Agreement, annexed hereto as Exhibit “A” with the MTL for recreational services and youth sports and athletic activities for residents of the Township; and be it further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement annexed hereto as Exhibit “A” and the Township Clerk be and is hereby authorized to attest to the Mayor’s signature; and be it further

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

Karen J. Carnevale, RMC
Municipal Clerk

Susan McCartney, Council President

Adopted: November 22, 2022

I certify availability of funds from Account Number: _____

John O. Gross, BA/CFO

Exhibit “A”

AGREEMENT

THIS AGREEMENT, made this ___ day of November, 2022, by and between: the TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having its principal offices at 66 Main Street, West Orange, New Jersey, hereinafter referred to as the “Township;”; and MOUNTAIN TOP LEAGUE, a nonprofit corporation of the State of New Jersey having its principal offices at 12 Old Indian Road, West Orange, New Jersey, hereinafter referred to as the “MTL.”

W I T N E S S E T H:

WHEREAS, the Township desires to provide certain recreational services, social services, activities, and facilities to the residents of the Township of West Orange; and

WHEREAS, it is the purpose of this agreement to recite the terms and conditions under which the foregoing shall be provided.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter stated, the parties do hereby agree as follows:

1. For the period of January 1, 2022 to December 31, 2022, the MTL shall provide and make available to West Orange residents, services and facilities for participation by such Township residents.
2. The referenced facilities and services shall be supervised and operated by personnel provided by MTL, whose personnel shall be solely the employees and volunteers of MTL who is responsible to pay them, where appropriate, at the sole discretion of the MTL.
3. The MTL shall provide, at its own expense, Workers Compensation Insurance, covering its employees performing hereunder, and public liability insurance with limits of Five Hundred Thousand Dollars (\$500,000.00) to One Million Dollars (\$1,000,000.00) Said insurance shall name the Township as an insured and shall be with carriers satisfactory to the Township and authorized to do business in New Jersey. Certificates of Insurance evidencing

the foregoing shall be furnished to the Township upon execution of this Agreement.

4. The MTL agrees to indemnify the Township and hold it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with any phase of this Agreement.

5. Neither this Agreement nor the monies granted hereunder may be assigned.

6. The MTL acknowledges that it has read and reviewed N.J.S.A. 10:2-1, et seq., of the Revised Statutes of the State of New Jersey (Discrimination in Employment on Public Works, Contract Provisions), the terms of which are incorporated herein as though expressly set forth at length. The MTL agrees to comply with and be bound by the provisions thereof to the extent held applicable to volunteer organizations.

7. It is understood that this Agreement shall be deemed effective as of January 1, 2022.

8. Township shall pay to the MTL, for the services to be provided hereunder for the full one-year term, the sum of **Nine Thousand Five Hundred Dollars (\$9,500.00)**.

9. The manner of payment shall be as determined jointly by the President of the MTL and Director of the Township's Department of Recreation.

10. The parties hereto agree that the provisions of the New Jersey Prevailing Wage Act shall apply hereto to the extent held applicable to a volunteer organization. Accordingly, the MTL agrees to comply with the provisions of N.J.S.A. 34:11-56.25 through 34:11-56.33, the provisions of which are hereby incorporated by reference as though stated at length herein. The MTL hereby declares that it is aware of the prevailing wage rates on file in the Township Hall of the Township pursuant to the New Jersey Prevailing Wage Act and agrees to comply therewith to the extent held applicable to volunteer organizations. The MTL further agrees as follows:

- A. All covered employees of the MTL performing services hereunder shall be paid not less than the prevailing wage rate as specified.
 - B. The MTL shall maintain accurate records showing: (i) name, (ii) kind of work performed and (iii) actual hourly rate of wage paid to each covered employee employed hereunder. Such records shall be maintained for three (3) years from date of payment and shall be available for inspection by the Township's Business Administrator or his designee on request.
 - C. The MTL shall post the prevailing wage rate for each covered employee performing worker hereunder, as determined by the Commissioner of Labor and Industry of the State of New Jersey, including the effective date of any changes thereof, in a prominent and easily accessible place and the principal offices of the MTL.
 - D. If it is found that any covered employee of the MTL is paid less than the required wage rates Township may, on written notice to the MTL terminate the MTL's rights to proceed hereunder, or as to such portion of services rendered hereunder as to which there has been a failure to pay the required wages. Township may then arrange to prosecute the rendering of the services hereunder by other means, in which event the MTL shall be liable to the Township for costs and damages incurred by the Township.
 - E. It is specifically understood that the provisions of this paragraph shall not apply to such persons engaged by the MTL to render services hereunder who are performing such services as volunteers without remuneration.
 - F. The MTL agrees to be bound by the provisions of “**SCHEDULE A**” attached hereto and made of part hereof.
11. The MTL agrees to submit an Annual Summary Report to the Township,

consistent with the form provided in the Participant Manual, no later than December 31, 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their property corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale
Municipal Clerk

BY: Robert D. Parisi, Mayor

ATTEST:

MOUNTAIN TOP LEAGUE

SECRETARY

BY:
PRESIDENT

“SCHEDULE A”

(I) During the performance of this agreement the MTL agrees as follows:

- a. The MTL will not discriminate against any employee of applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status or sex. The MTL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MTL agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;
- b. The MTL will, in all solicitations or advertisements for employees placed by or on behalf of the MTL, state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status or sex;
- c. The MTL 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 worker's representative of the MTL's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The MTL agrees to comply with any regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as

amended and supplemented from time to time.

(II) The MTL agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to section 5.2 of the Regulations promulgated by the Department of Labor and Workforce Development pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(III) The MTL agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placements bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect or indirect discriminatory practices.

(IV) The MTL agrees to revise any of its testing procedure, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

(V) The MTL 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

RESOLUTION

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

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

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

WHEREAS, on March 19, 2019, the Township Council adopted resolution 89-19 which authorized the award of a Management, Operation and Maintenance Service Agreement for the West Orange Recycling Center and Composting Facility (the “Agreement”) to Reliable Wood Products, LLC (“Reliable Wood”) of 393 Lincoln Boulevard, Middlesex, New Jersey, 08846 for the operation of the Recycling Center for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Recycling Center for the collection and processing of mixed paper, cardboard and commingled containers (the “Operations”) for a period of three (3) years with two (2) additional one-year options; and

WHEREAS, on October 26, 2021, the Township Council adopted resolution 270-21 authorizing the first of two (2) extension under the Agreement which extended the expiration of the Agreement to February 28, 2023; and;

WHEREAS, the Township seeks to exercise the second of the two (2) one-year options consistent with the terms of the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to exercise the second of

the two (2) one-year extensions for the Agreement consistent with the terms set forth therein; and be it further

RESOLVED that the Township Clerk shall be authorized to forward an executed copy of this resolution to Reliable Wood as notice of the Township's exercise of the extension option.

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

**Susan McCartney
Council President**

Adopted: November 22, 2022

Exhibit “A”

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

This Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein "Township") and Reliable Wood Products, LLC located at 398 Lincoln Boulevard, Middlesex, New Jersey 08846 ("Reliable").

WITNESSETH

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

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

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

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

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2018 (the "RFP") annexed hereto as Exhibit "A"; and

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

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

1. Term – the term of this Agreement shall commence on March 1, 2019 for a three (3) year period with the options to renew for two (2) additional one (1) year periods. The Township shall notify Reliable at least one hundred twenty (120) days prior to the expiration of the three (3) year period or the first one (1) year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Rent – Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$50,004 annually, or \$4,167 per month. This rate shall apply for the initial three (3) year period. In the event this Agreement is extended for either or both of the two (2) optional one (1) year periods for 2021-2022 and/or 2022-2023, Reliable shall pay to the

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

3. Other Provisions – This Agreement between Reliable and the Township is subject to all terms and conditions contained in the RFP and the Proposal, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Agreement. If any conflicts exist between the terms and conditions in the RFP and the Proposal, the terms and conditions of the RFP shall govern. Notwithstanding the foregoing, the following terms and conditions apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Notice – Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid mail to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Reliable. Any notice required hereunder to Reliable shall be hand delivered or mailed by certified first-class postage prepaid mail to the Reliable Wood Products, LLC, 398 Lincoln Boulevard, Middlesex, New Jersey 08846 or such other address as Reliable may designate in writing to the Township.

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

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

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

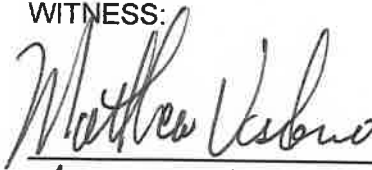
ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:



Matthew Vastano

4826-4529-9330, v. 1

RELIABLE WOOD PRODUCTS, LLC

By: 

Eugene J. Ciarkowski, Managing Member
MANAGER

Exhibit “A”

Request for Proposal

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey

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

June 2018

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

Section 1.0- General Description

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- 3.07 Experience Statement
- 3.08 Qualifications of Personnel
- 3.09 Equipment List (in a form to be supplied by responding party)
- 3.10 Consent of Surety
- 3.11 Affirmative Action Requirements
- 3.12 Affirmative Action Affidavit
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- 3.14 Respondent Proposal Form
- 3.15 Disclosure of Violation Form
- 3.16 Disclosure of Political Contributions
- 3.17 List of All Certified Compost Facility Operators with Copies of Certificates (to be supplied by responding party)
- 3.18 Equipment Dedication Affidavit
- 3.19 Bid Bond Form (in a form to be supplied by responding party)
- 3.20 Iranian Disclosure Statement

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

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

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

June 5, 2018

NOTICE OF BIDDERS

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

The submission date is **Tuesday July 17, 2018 at 3:30 pm**, bids received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to adesantis@westorange.org.

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

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

Anne DeSantis
Purchasing Agent

1.01 ***General Description***

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

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

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **October 1, 2018** with options to renew for two additional one (1) year periods.

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

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be (1) original, two (2) copies of original, and on (1) PDF copy on CD Rom.
- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

- 1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:
- o Proposal Documents for Operation of Township of West Orange Recycling Center
 - o Respondent's Name
 - o Respondent's Address
 - o Respondent's Telephone and Fax Numbers
- 1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:
- o Respondent Disclosure Statement (See Section 3.01)
 - o Affidavit of Authorization (See Section 3.02)
 - o Moral Integrity Affidavit (See Section 3.03)
 - o Non-Collusion Affidavit (See Section 3.04)
 - o Subcontractor Use Form (See Section 3.05)
 - o Experience Affidavit (See Section 3.06)
 - o Personnel Affidavit (See Section 3.07)
 - o Equipment List (in a form to be supplied by responding party) (See Section 3.08)
 - o Consent of Surety (See Section 3.09)
 - o Affirmative Action Requirement (See Section 3.10)
 - o Affirmative Action Affidavit (See Section 3.11)
 - o Proposal Form (See Section 3.12)
 - o Respondent Proposal Form (See Section 3.13)
 - o Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.14)
 - o Disclosure of Political Contributions (See Section 3.15)
 - o Iranian Disclosure Statement (see Section 3.16)
 - o All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party) (See Section 3.17)
 - o Equipment Dedication Affidavit (See Section 3.18)
 - o "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.19)
 - o Facility Site Plan (See Appendix "A")
 - o Detailed Facility Site Plan Improvements and Layout (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)
- 1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before June 22, 2018, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before July 10, 2018.

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

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

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

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

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

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

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

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

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost/Processing of Depot/Transfer facility operations and other applicable Rules and Regulations.

1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

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

1.07.1.1 Not fully responsive to the RFP

1.07.1.2 Inability to qualify or perform the specified work

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

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

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

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

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

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

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team

will be guided by the following point system that has 100 points at the maximum total:

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

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2018 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one year extension if it will exercise the option and renew the contract for the fifth and final year.
- 1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.
- 1.09 ***Insurance***
- 1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.
- 1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.
- 1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.
- 1.10 ***Bid Proposal Security***
- 1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a “bid bond” supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company’s

Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the bid security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

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

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

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

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

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

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

1.12 ***Contract Documents***

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

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

1.13 ***Operations and Marketing***

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

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

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

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

1.14 ***Proposal Form***

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

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

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

- 1.14.4 The Proposal Form includes a Base Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.

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

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

1.16 ***Disputes Under the Contract***

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

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

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

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

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

notices to be provided by the Public Agency Compliance Officer setting forth provisions to this nondiscrimination clause.

- B. The Contractor and Subcontractor, where applicable will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationally or sex.
- C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2
- F. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, nation origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and

as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of following three documents.
- 1) Letter of Federal Affirmative Action Plan Approval
 - 2) Certificate of Employee Information Report
 - 3) Employee Information Report Form AA302

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

1.18

Historical Recycling Quantities

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

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

1.19 ***Site Improvement Plan***

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

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

1.20 ***Timeline of Important Dates***

DATE	EVENT
June 15, 2018	Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.
June 22, 2018	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com.
July 10, 2018	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
July 17, 2018	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
August 2018 – September 2018	Transition
October 1, 2018	Contract between winning bidder and Township of West Orange will commence.
June 2, 2021	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
October 1, 2021	First additional one-year contractual period commences if Township exercises its option.
June 2, 2022	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
October 1, 2022	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

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

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

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

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

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

2.2 SITE CONDITIONS

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

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

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

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of

West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

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

2.4 HOURS OF OPERATION

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

	Monday – Friday	Saturday	Sunday & Holidays
Site Operation Component 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.	7:30 A.M. – 4:00 P.M.	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

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

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

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.

2.6.1(b) Class C recyclable material

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

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

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

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers

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

2.7 PROHIBITED MATERIALS

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

2.7.1(a) Hazardous materials

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

2.8 SOURCES OF MATERIALS

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

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

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

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

2.9 FEES CHARGED TO USERS

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

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

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

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

2.9.5 The Operator may charge all other users of the Class “B” and Class “C” exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

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

2.10 MARKETING OF RECYCLABLE MATERIALS

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

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

2.11 PERMITS

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

2.12 MATERIALS TO TOWNSHIP

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

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

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

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

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

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

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

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, s/he shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

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

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

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

2.14 WORK TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

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

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

2.15 UTILITIES

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

2.16 ACCIDENT REPORTING

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

2.17 RECORD KEEPING

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

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

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

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

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

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

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

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

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

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

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

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

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

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

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$185.00/hour for each such inspection that exceeds 2.0 hours in length; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at \$.565/mile.

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

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

2.19 LIQUIDATED DAMAGES

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

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

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the

recommended corrective action and the time period within which such correction shall be made.

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

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

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

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

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

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

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

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.20 ANNUAL REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

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

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

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

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

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

2.21 CHANGES TO OPERATING PROCEDURES

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

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

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

2.22 TERMINATION

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

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

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

2.23 OPERATOR NON-PERFORMANCE

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

7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

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

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

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

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

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

- b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.
- c. Worker's Compensation Insurance per state requirements.
- d. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

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

SECTION 3.0

PROPOSAL DOCUMENTS

Article 3.01

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. _____

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp. _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp. _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

Owner or Representative Signature

Print Name and Title

NOTARY PUBLIC

Sworn before me this ____ day of _____ 2018

Article 3.2

*State of New Jersey
Township of West Orange*

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

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

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

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

(Type and print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2018.

(Notary Public)

My commission expires _____

Article 3.03

MARKET AFFIDAVIT AND GUARANTEE

STATE OF NEW JERSEY
COUNTY OF _____

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

of the _____ and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

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

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

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me

this _____ day of _____ 2018

Notary Public of
My Commission expires _____, 2018

Article 3.04

*State of New Jersey
Township of West Orange*

Moral Integrity Affidavit for Contract

State of _____

SS.

County of _____

I, _____, the _____ of

_____ hereinafter called the Respondent, being duly sworn,

deposes and says:

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

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, no state).

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

6. That the State in which the Respondent is incorporated is: _____

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

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

(Use additional sheets if required)

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

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

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2018.

(Notary Public)

My commission expires _____.

Article 3.05

Non-Collusion Affidavit

State of _____

SS.

County of _____

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

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

Name of Contractor _____

(Sign Name Here)

Subscribed and sworn before me on this _____ day of _____ 2018.

(Notary Public)

My commission expires: _____

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

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

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

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

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

Witness:

(Name of Company)

(Address)

(Date)

BY: _____
(Sign Name (Original Signature Only))

(Print Name & Title)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

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

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

(Witness)

(Name of Company)

(Address)

(Date)

BY: _____
Sign Name (Original Signature Only)

(Print Name and Title)

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

Article 3.08

Qualifications of Personnel

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

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

(Witness)

(Name of Company)

(Address)

(Date)

BY: _____
Sign Name (Original Signature Only)

(Print Name and Title)

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

Article 3.09
Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

Article 3.10

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

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

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

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

Article 3.11

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Article 3.12

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A.10:5-31, et seq., and N.J.A.C.17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative actions program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval) No _____

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

Article 3.13

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

PROPOSAL FORM

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

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

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THREE YEAR PERIOD COMMENCING
OCTOBER 1, 2018 (PERIOD OCTOBER 1, 2018 THROUGH
SEPTEMBER 30, 2021)

\$ _____
In Numerals

In Words

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

\$ _____
In Numerals

In Words

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

\$ _____
In Numerals

In Words

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

\$ _____
In Numerals

In Words

ARTICLE 3.14

RESPONDENT PROPOSAL FORM

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

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

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

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

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

You cannot witness your own signature.

NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY

ADDRESS OF RESPONDENT

PRINT NAME & TITLE
CORPORATE SECRETARY

TELEPHONE NUMBER

By:

SIGNATURE

PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.15

DISCLOSURE OF VIOLATIONS

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

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

(Type or print name of affiant under
signature)

Subscribed and sworn to before me this _____ day of _____, 2018

(Notary Public)

My commission expires _____.

ARTICLE 3.16

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

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

BIDDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2018.

(Notary Public)

My commission expires on _____.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- € Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- € Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____ Anticipated Cessation: _____	
Date: _____	
Proposer Contact Name: _____ Contact Phone: _____	
Number: _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
 Title: _____ Date: _____

Article 3.18

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

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EQUIPMENT DEDICATION AFFIDAVIT

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

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

of the _____ and being duly
(Name of Bidder)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public of _____

My Commission expires _____ 20____

Article 3.19

Bid Bond Form

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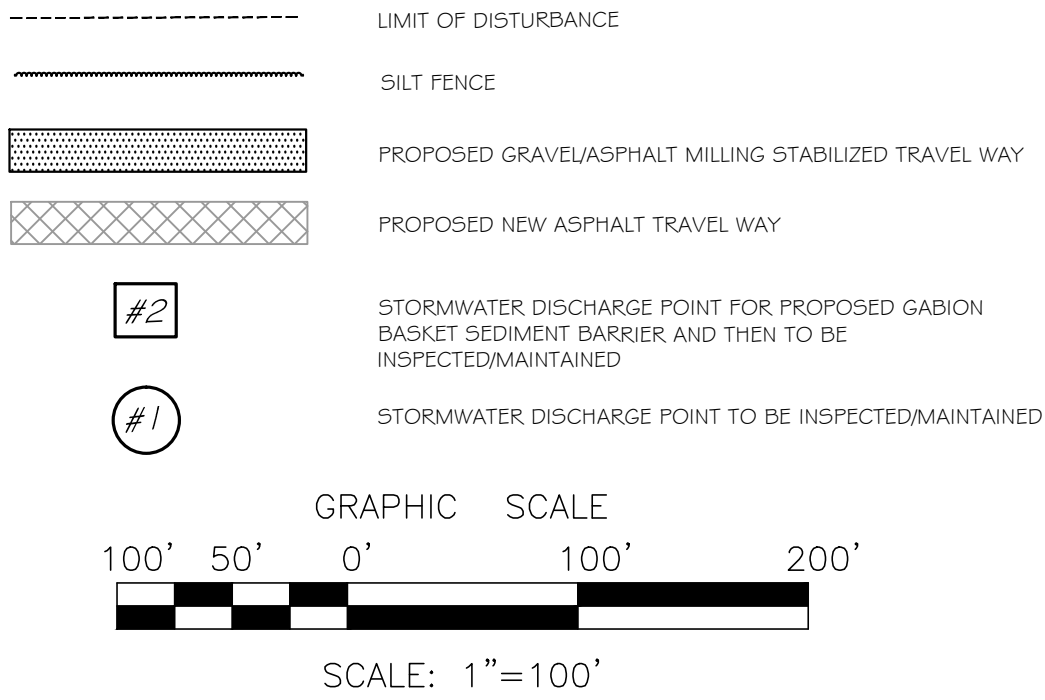
APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

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

LEGEND



GENERAL NOTES

- TOPOGRAPHIC SURVEY INFORMATION BASED ON WEST ORANGE TOPOGRAPHIC SURVEY PREPARED BY WSP*SELLS, CHARLTON, MA. DATE OF PHOTOGRAPHY SPRING 2010.
- PROPERTY LINES ARE SHOWN BASED ON PLAN ENTITLED "INCINERATOR PROPERTY", PREPARED BY JOHN T. MC CANN, PE, LS DATED JULY 1976. THEY ARE INTENDED FOR APPROXIMATE PROPERTY LINE REPRESENTATIVE ONLY AND NOT TO BE INTERPRETED AS AN EXACT LOCATION OF THE PROPERTY LINES.
- THIS DRAWING REFLECTS CONDITIONS AS OF THE DRAWING DATE OF THE ABOVE REFERENCED SURVEYS.
- THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE INFORMATION AND SURFACE EVIDENCE AND ARE TO BE CONSIDERED APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION (NJ ONE-CALL AT 811 OR 1-800-272-1000) AND NOTIFY THE DESIGNER IMMEDIATELY IF THE LOCATION OF UNKNOWN UTILITIES MAY IMPACT THE PROPOSED CONSTRUCTION.
- CONSTRUCTION MUST BE PERFORMED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND REQUIREMENTS, MANUFACTURERS INSTALLATION REQUIREMENTS AND PROCEDURES AND IN CONFORMANCE WITH CONSTRUCTION INDUSTRY PRACTICE.

MAINTENANCE SCHEDULE

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

AREA OF DISTURBANCE

TOTAL - 560,200 SF (12.98 ACRES)

DUST CONTROL NOTES

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

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

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

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

TABLE 16-1 : DUST CONTROL MATERIALS

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

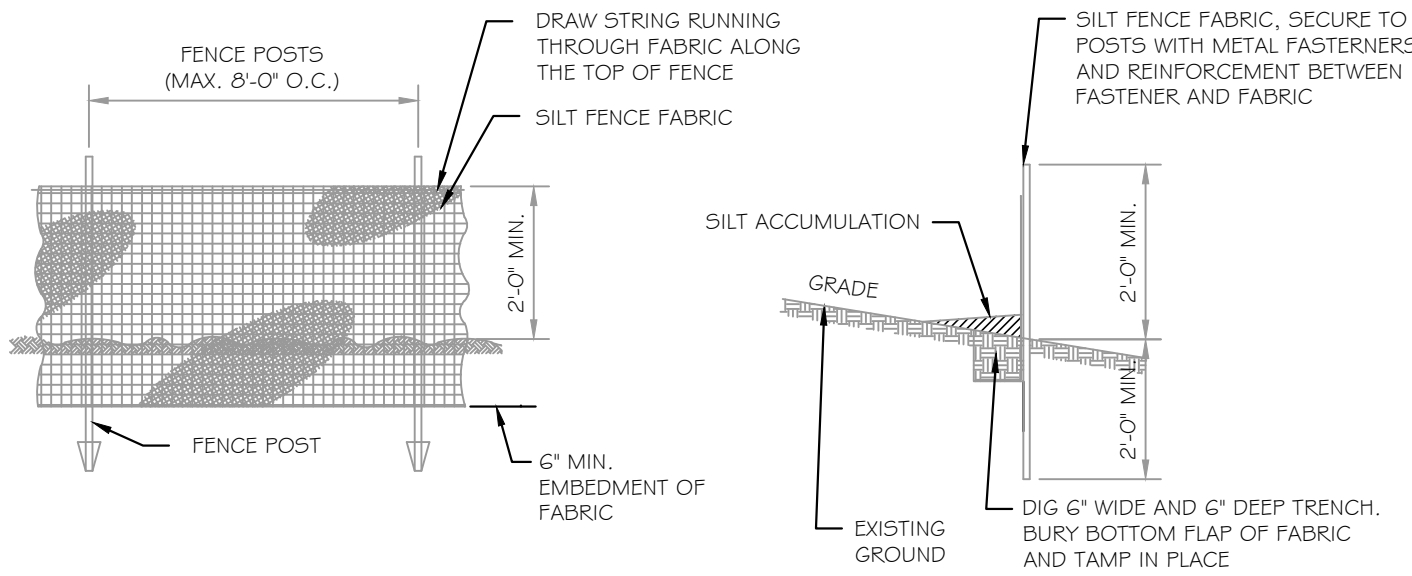
TILLAGE - TO ROUGHEN SURFACE AND BRING CLODS TO THE SURFACE. THIS IS A TEMPORARY EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON WINDWARD SIDE OF THE SITE CHISEL-TYPE PLOWS SPACE ABOUT 12 INCHES APART, AND SPRING-TOOTHED HARROWS ARE EXAMPLES OF EQUIPMENT WHICH MAY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

SPRINKLING - SITE IS SPRINKLED UNTIL THE SURFACE IS WET

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

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

STONE - COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL.



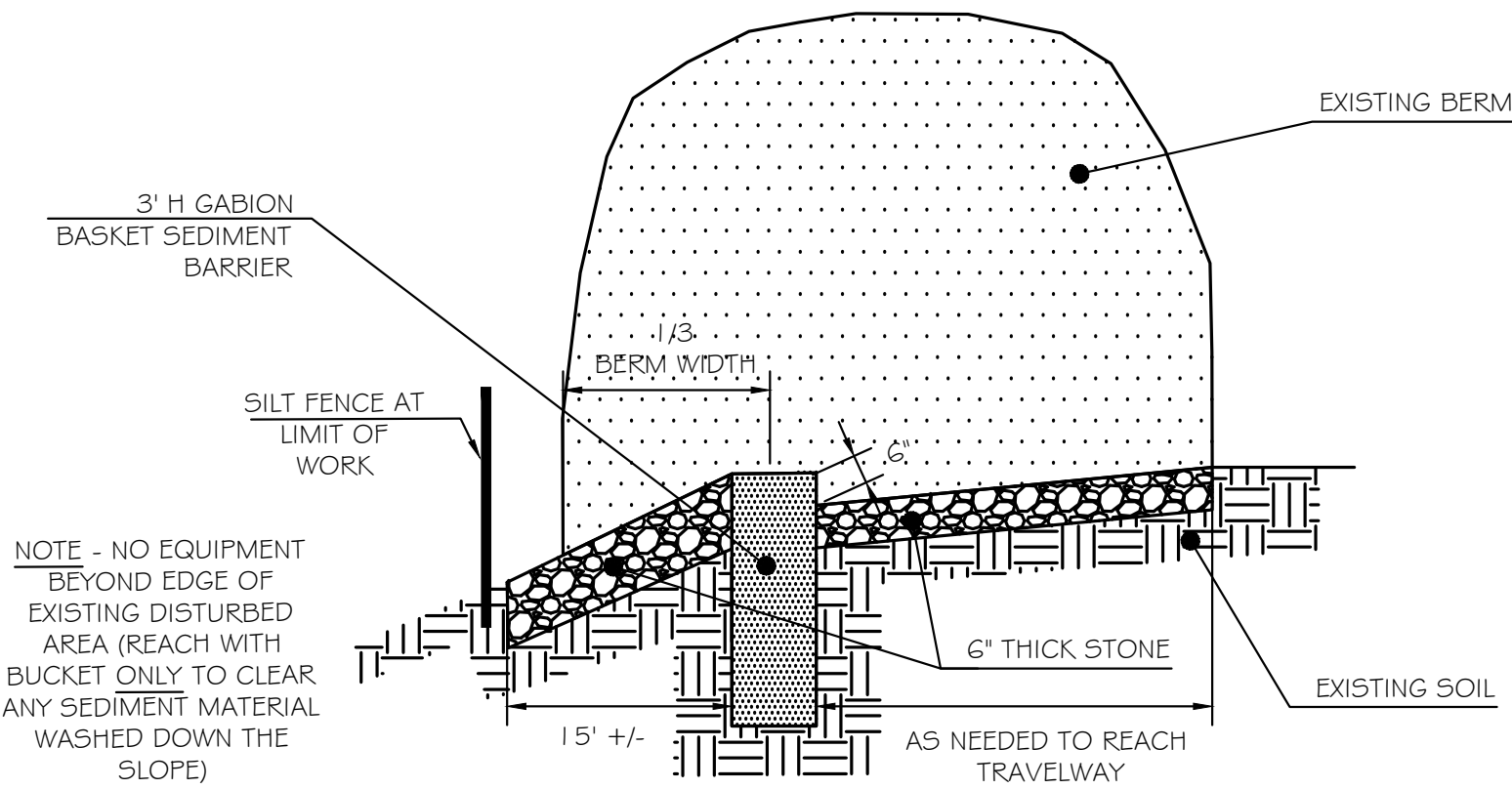
ELEVATION

INSTALLATION DETAIL

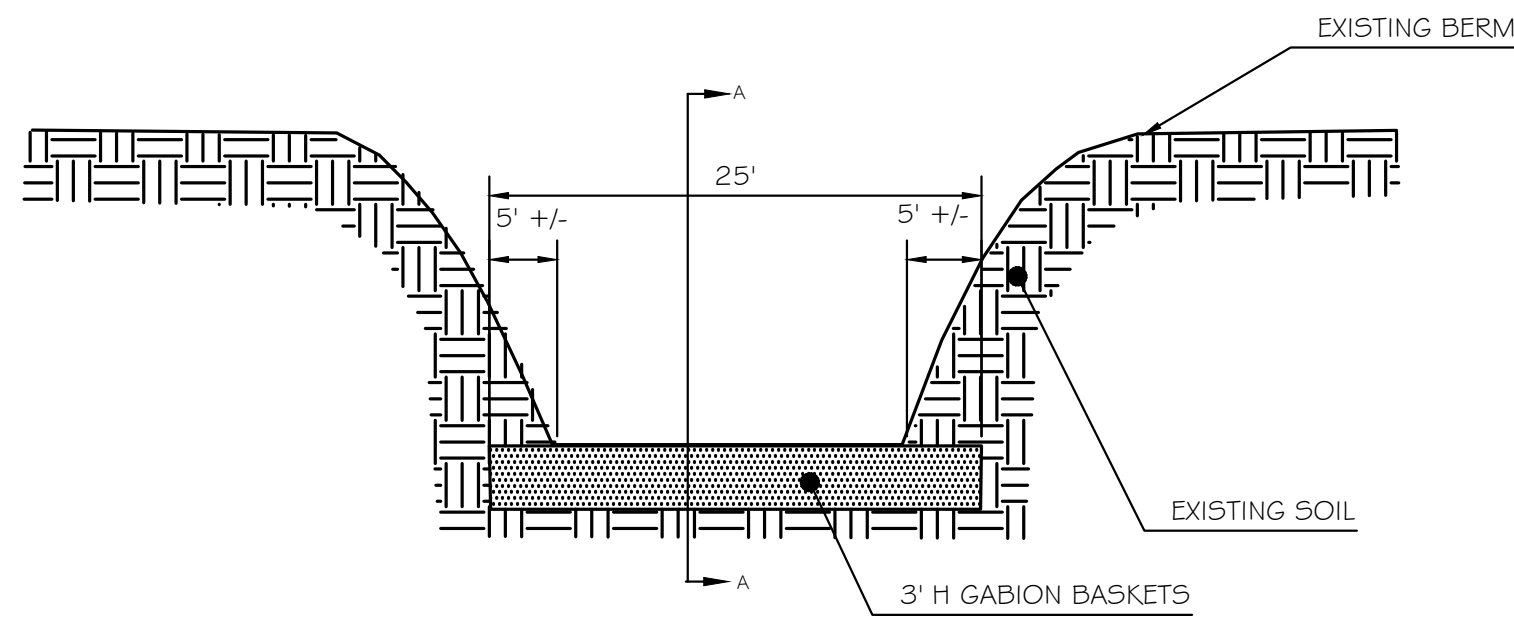
- MATERIALS**
- SILT FENCE CLOTH: FILTER X, POLY-FILTER X, MIRFI 100X, LAUREL EROSION CONTROL CLOTH, BIDIM OR APPROVED EQUAL (SUN RESISTANT)
 - POST: 2" HARDWOOD OR 1" OF 1" D" TYPE STEEL (WEIGHING NOT LESS THAN 1.33 POUNDS PER LINEAR FOOT)

1 SILT FENCE DETAIL

NOT TO SCALE



SECTION A-A



ELEVATION

2 GABION BASKET SEDIMENT BARRIER

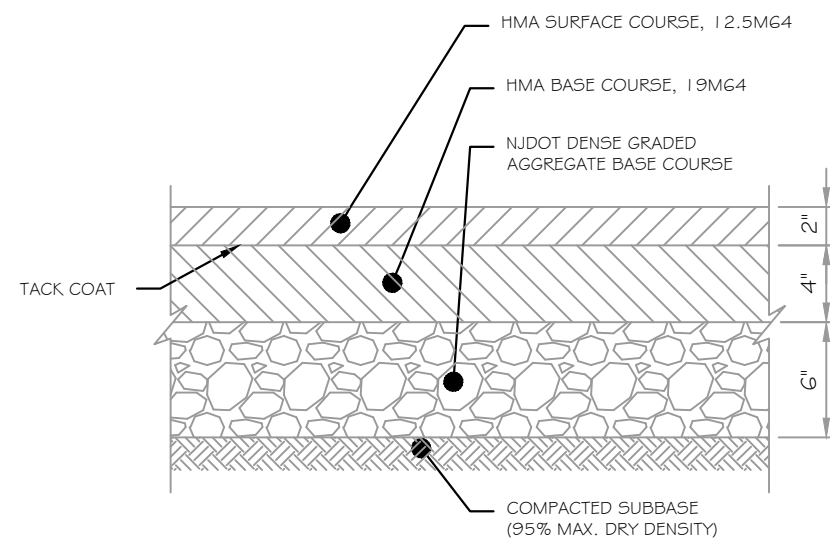
NOT TO SCALE

SOIL EROSION & SEDIMENT CONTROL NOTES

- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" 7TH EDITION LAST REVISED JANUARY 2014. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- ALL SOIL TO BE EXPOSED OR STOCKPILED FOR A PERIOD OF GREATER THAN 14 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, WILL BE TEMPORARILY SEEDED AND HAY MULCHED OR OTHERWISE PROVIDED WITH VEGETATIVE COVER. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHEREBY PERMANENT RESTABILIZATION IS ESTABLISHED.
- SEEDING DATES: THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPSCD: SPRING - 3/1-5/15 AND FALL - 8/15 - 10/1.
- SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
- MULCH MATERIALS SHALL BE UN-ROTTED SMALL GRAIN STRAW APPLIED AT THE RATE OF .70 TO .90 POUNDS PER 1,000 SQUARE FEET AND ANCHORED WITH A MULCH ANCHORING TOOL, LIQUID BINDERS, OR NETTING TIE DOWN. OTHER SUITABLE MATERIALS MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
- ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 364-0784 OR EMAIL - INFORMATION@HEPSCD.ORG
- THE APPLICANT MUST OBTAIN A DISTRICT ISSUED REPORT-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY. NJ - DCA OR ANY OTHER CONTROLLING AGENCY, CONTACT THE DISTRICT AT 973-364-0786 TO REQUEST A FINAL INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE RESTABILIZATION MEASURES. A PERFORMANCE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROHIBITS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.
- PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. WATER PUMPED OUT OF THE EXCAVATED AREAS CONTAINS SEDIMENTS THAT MUST BE REMOVED PRIOR TO DISCHARGING TO RECEIVING BODIES OF WATER USING REMOVABLE PUMPING STATIONS, SUMP PITS, PORTABLE SEDIMENTATION TANKS AND/OR SILT CONTROL BAGS.
- ALL SURFACES HAVING LAWN OR LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED TOPSOIL PRIOR TO RE-SEEDING, SODDING OR PLANTING. A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED.
- ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
- A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE EXITS USING 2 1/2 - 1" CRUSHED ANGULAR STONE (ASTM 2 OR 3) TO A MINIMUM LENGTH OF 50 FEET AND MINIMUM DEPTH OF 6". ALL DRIVEWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
- STEEP SLOPES INCURRING DISTURBANCE MAY REQUIRE ADDITIONAL STABILIZATION MEASURES. THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANT'S ENGINEER AND BE APPROVED BY THE SOIL CONSERVATION DISTRICT.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS INFORMATION SHALL BE PROVIDED. ADDITIONAL MEASURES DEEMED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.

SEQUENCE OF CONSTRUCTION

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



3 ASPHALT PAVEMENT DETAIL

NOT TO SCALE

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

REV	DATE	BY	CHKD
Jenne Associates, LLC 1362 Crim Road, Bridgewater, NJ 08807 Tel: (908) 698-2890 Fax: (908) 926-2359 NJ Certificate of Authorization for Engineering and Land Surveying 24GA28135000			
Carl A. Jenne, P.E. NJ Professional Engineer No. 24GE02628700			
WEST ORANGE RECYCLING CENTER Township of West Orange Essex County New Jersey BLOCK 170 LOT 17			
SOIL EROSION AND SEDIMENT CONTROL PLAN			SESC-1
Job #:	Date:	Scale:	Drw. By:
J13014	4/8/2014	1"=100'	C.J.
Chk. By:	Sheet #:		
C.A.J.	of		

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

Exhibit “B”

Table of Content

Section 1: Bid Documents

Section 2: Proposal Documents

Section 3: Management and Personnel

Company Organization Chart

Rutgers Certifications

Section 4: Site Operations Experience

Site Permits for Overflow

Equipment list

Marketing Services Plan

Scope of Work

Fire Control Plan

Section 5: Disclosure of Violations

Section 6: Employee Information Certificate

Business Registration Certificate

Public Works Contractor Registration Certificate

Section 7: Bid Bond

Consent of Surety

Certificate of Insurance

Section 8: Proposed Site Plan Improvement and Layout

Current Odor Control System

Odor Control Neutralizing Agent

COPY 1

Section 1: Bid Documents

Request for Proposal

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey

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

July 17, 2018

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

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

Section 1.0- General Description

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

Section 2.0- Technical Information

- 2.01 Definitions
- 2.1 Scope of Work- Overview and Summary
- 2.2 Site Conditions
- 2.3 Administration of Contract
- 2.4 Hours of Operation
- 2.5 Site Access by the Township and its Agents
- 2.6 Acceptable Materials
- 2.7 Prohibited Materials
- 2.8 Sources of Materials
- 2.9 Fees Charged to Users
- 2.10 Marketing of Recyclable Materials
- 2.11 Permits
- 2.12 Materials to Township
- 2.13 On Site Improvements and Site Preparation

- 2.14 Work to be Performed
- 2.15 Utilities
- 2.16 Accident Reporting
- 2.17 Record Keeping
- 2.18 Regulatory Oversight by West Orange
- 2.19 Liquidated Damages
- 2.20 Annual Reporting of Recycling Convenience Center Activity
- 2.21 Changes to Operating Procedures
- 2.22 Termination
- 2.23 Operator Non- Performance
- 2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

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

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

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

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

NOTICE OF BIDDERS

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center.**

The submission date is **Tuesday July 17, 2018 at 3:30 pm**, bids received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to adesantis@westorange.org. There will be a pre-bid site meeting, please contact Township for more information.

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

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

Anne DeSantis
Purchasing Agent

1.01 *General Description*

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

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

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **October 1, 2018** with options to renew for two additional one (1) year periods.

1.02 *Preparation, Submission and Opening of Proposals*

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, on or before **3:30 P.M. on Tuesday, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be (1) original, two (2) copies of original, and on (1) PDF copy on CD Rom or flash drive.
- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability

company or partnership, the names and addresses of all members and partners shall be disclosed.

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

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

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

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

1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

- 1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.
- 1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before June 22, 2018, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, N.J. 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site. There will be a planned site visit on June 15, 2018 at 10:00 A.M. the location: 590 Mt. Pleasant Ave., West Orange, N.J.
- 1.03 *Authorization to do Business in New Jersey*
- 1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.
- 1.04 *Qualifications and Additional Submission Requirements*
- 1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 *Technical Information* with demonstrated experience on similar projects.
- 1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non-Exempt) and a Recycling Convenience Center of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:
- Facility Owner
 - Location of Facility
 - Responsibilities
 - Principals of each firm involved;

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

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

1.07 *Cause of Rejection*

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

1.07.1.1 Not fully responsive to the RFP

1.07.1.2 Inability to qualify or perform the specified work

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

1.08 *Award and Execution of Contract*

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

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

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

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

6) Detailed site improvement plan

The Township will use weighting criteria in its evaluation methodology.

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

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

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2018 with two (2) options to renew for additional one year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one year extension if it will exercise the option and renew the contract for the fifth and final year.
- 1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.
- 1.09 Insurance
- 1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.
- 1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.
- 1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 *Bid Proposal Security*

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

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

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

1.11 *Consent of Surety, Performance and Payment Bond*

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

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

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

1.12 *Contract Documents*

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

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

1.13 *Operations and Marketing*

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

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

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

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

1.14 *Proposal Form*

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

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

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

- 1.14.4 The Proposal Form includes a Base Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.

1.15 *Compliance with the New Jersey Prevailing Wage Act*

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

1.16 *Disputes Under the Contract*

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

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

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

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

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

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

1.17

Historical Recycling Quantities

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

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

1.19

Site Improvement Plan

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

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

1.20

Timeline of Important Dates

DATE	EVENT
June 15, 2018	Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.
June 22, 2018	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com.
July 10, 2018	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.

July 17, 2018	Proposals must be submitted to and received by Anne DeSantis, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
August 2018 – September 2018	Transition
October 1, 2018	Contract between winning bidder and Township of West Orange will commence.
June 2, 2021	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
October 1, 2021	First additional one-year contractual period commences if Township exercises its option.
June 2, 2022	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
October 1, 2022	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01- DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

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

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

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

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

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

2.2 SITE CONDITIONS

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

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

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

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be

removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

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

2.4 HOURS OF OPERATION

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

	Monday – Friday	Saturday	Sunday & Holidays
Site Operation Component 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.	7:30 A.M. – 4:00 P.M.	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

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

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

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

- 2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.
- 2.6.1(b) Class C recyclable material
- 2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.
- 2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.
- 2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers

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

2.7 PROHIBITED MATERIALS

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

- 2.7.1(a) Hazardous materials
- 2.7.1(b) Grass Clippings other than minimal quantities incidentally found in the collection of leaves.

2.8 SOURCES OF MATERIALS

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

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

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

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

2.9 FEES CHARGED TO USERS

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

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

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

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

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

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

2.10 MARKETING OF RECYCLABLE MATERIALS

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

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

2.11 PERMITS

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

2.12 MATERIALS TO TOWNSHIP

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

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

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

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

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

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

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

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

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

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

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

2.14 WORK TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

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

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

2.15 UTILITIES

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

2.16 ACCIDENT REPORTING

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

2.17 RECORD KEEPING

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

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

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

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

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

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

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

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

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

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

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

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

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

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

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$185.00/hour for each such inspection that exceeds 2.0 hours in length; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at \$.565/mile.

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

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

2.19 LIQUIDATED DAMAGES

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

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

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the

recommended corrective action and the time period within which such correction shall be made.

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

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

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

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

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

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

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

2.19.9 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.20 ANNUAL REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

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

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

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

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

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

2.21 CHANGES TO OPERATING PROCEDURES

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

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

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

2.22 TERMINATION

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

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

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

2.23 OPERATOR NON-PERFORMANCE

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

7. Any breach of any provision of this agreement.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

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

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

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

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

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

- b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.
- c. Worker's Compensation Insurance per state requirements.
- d. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

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

Section 2: Proposal Documents

SECTION 3.0

PROPOSAL DOCUMENTS

Article 3.01

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. ✓

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability ^{Company} Corp. ✓
Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp. _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

NAME: PLEASE SEE ATTACHED

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

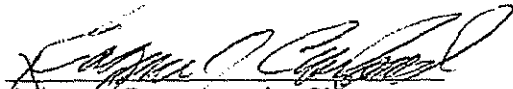
NAME: _____

HOME ADDRESS: _____

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

HOME ADDRESS: 398 Lincoln Blvd.

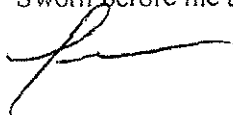
MIDDLESEX, N.J. 08846


Owner or Representative Signature

Eugene Ciarowski, Vice President
Print Name and Title

NOTARY PUBLIC

Sworn before me this 16 day of July 2018



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

OWNERSHIP DISCLOSURE

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

The sole Member of RWP is:

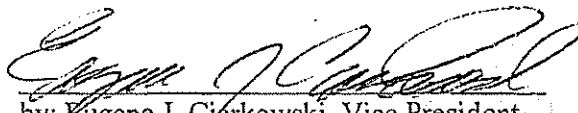
TAS Recycling, LLC, a New Jersey limited liability company, having a principal office at 398 Lincoln Boulevard, B – 1, Middlesex New Jersey 08846

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

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

Dated: 7/16/18

Reliable Wood Products, LLC


by: Eugene J. Ciarkowski, Vice President

Article 3.2

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of NEW Jersey

SS.

County of MIDDLESEX

Eugene Clarkowski being duly sworn,

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

that he is the VICE President (Title) who signed the Proposal for this Contract;

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

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


(Type and print name of affiant under signature)
Eugene Clarkowski

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


(Notary Public)

My commission expires May 4, 2019

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

Article 3.03

MARKET AFFIDAVIT AND GUARANTEE

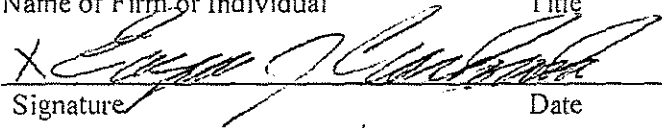
STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

I, Eugene Clarkowski, am the Vice President
(Name of Affiant) (Identify Relationship to Proposer)
of the RELIABLE WOOD PRODUCTS LLC. and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

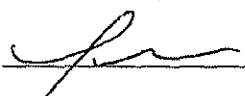
At all times during the term of this Contract, Eugene Clarkowski ^{DURING HIS EMPLOYMENT} agrees to commit, that RELIABLE WOOD PRODUCTS LLC. has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A.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

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

RELIABLE WOOD PRODUCTS LLC Vice President
Name of Firm or Individual Title
X  7/16/18
Signature Date
EUGENE CLARKOWSKI

Subscribed and sworn to before me

this 16 day of July 2018



Notary Public of

My Commission expires May 4, 2019

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

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of NEW Jersey

SS.

County of MIDDLESEX

I, Eugene Clarkowski, the Vice President of
RELIABLE WOOD Products, LLC. hereinafter called the Respondent, being duly sworn,

deposes and says:

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

None

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, no state).

none

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

6. That the State in which the Respondent is incorporated is: New Jersey

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

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

SEE ATTACHED

(Use additional sheets if required)

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

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

X Eugene Clarkowski
(Respondent)

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

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

[Signature]
(Notary Public)

My commission expires May 4, 2019

Officers: 3.04 #8

Members TAS Recycling Tammy Vene and Joseph Kollack

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

Article 3.05

Non-Collusion Affidavit

State of NEW JERSEY

SS.

County of MIDDLESEX

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

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

Name of Contractor

RELIABLE WOOD PRODUCTS, LLC

X Eugene Curkaski
(Sign Name Here)

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

[Signature]
(Notary Public)

My commission expires: May 4, 2019

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

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

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

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

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

NONE

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

Witness:

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

RELIABLE WOOD PRODUCTS, LLC.
(Name of Company)

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

BY:

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

Eugene Ciarkowski, Vice President
(Print Name & Title)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

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

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

Matthew Vastano
(Witness) MATTHEW VASTANO

JULY 16, 2018
(Date)

RELIABLE WOOD PRODUCTS, LLC.
(Name of Company)

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

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

EUGENE CLARKOWSKI, VICE PRESIDENT
(Print Name and Title)

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

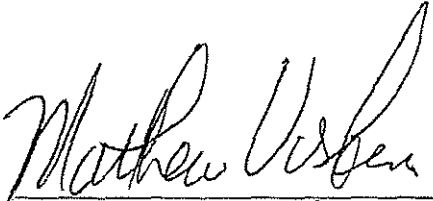
SEE ATTACHED
Section 4

Article 3.08

Qualifications of Personnel

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

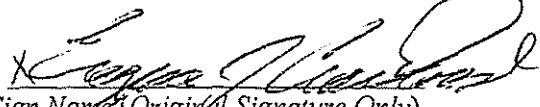
I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.


(Witness) Matthew Vastano

RELIABLE WOOD PRODUCTS, LLC
(Name of Company)

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

July 16, 2018
(Date)

BY: 
Sign Name (Original Signature Only)

EUGENE CLARKOWSKI, Vice President
(Print Name and Title)

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

SEE ATTACHED
Section 3

Article 3.10

SEE ATTACHED

*Consent of Surety
To Accompany Proposal*

section 7

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

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

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

Article 3.11

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Article 3.12

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval) No ✓

2. Do you have a State Certificate of Employee Information Report approval?

Yes ✓ (If yes, submit a copy of such approval) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: RELIABLE Wood Products NAME: Eugene Charkowski

SIGNATURE: [Signature] TITLE: Vice President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

SEE SECTION 6

ORIGINAL

Article 3.13

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

PROPOSAL FORM

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

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

- A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING OCTOBER 1, 2018 (PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021)

\$ 50,004.00
In Numerals

fifty Thousand Four Dollars
In Words

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

\$ \$4167.00
In Numerals

Four Thousand sixty seven Dollars
In Words

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

\$ 50,004.00
In Numerals

Fifty Thousand Four Dollars
In Words

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

\$ 50,004.00
In Numerals

Fifty Thousand Four Dollars
In Words

PLEASE SEE ATTACHED

Article 3.13 ADDENDUM IN PACKAGE
pursuant to the operation of Facility

Article 3.13

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

Proposal Form (continued)

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

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

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

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

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

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

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

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

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

ARTICLE 3.14

RESPONDENT PROPOSAL FORM

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

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

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

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

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

You cannot witness your own signature.

Matthew Vastano
SIGNATURE OF CORPORATE SECRETARY
ASSISTANT

Matthew Vastano
PRINT NAME & TITLE
CORPORATE SECRETARY
ASSISTANT

RELIABLE WOOD PRODUCTS, LLC
NAME OF THE RESPONDENT

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

973.968.3299
TELEPHONE NUMBER

By:

X Eugene C. Clarkowski
SIGNATURE

Eugene Clarkowski, Vice President
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

Reliable Wood Products LLC

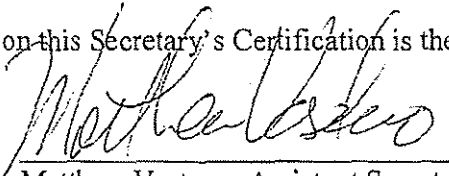
Secretary's Certification

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

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


Eugene J. Ciarkowski, Secretary
July 12, 2018

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


Matthew Vastano, Assistant Secretary

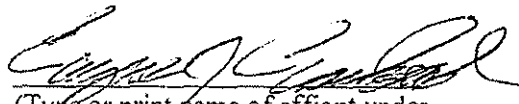
ARTICLE 3.15

DISCLOSURE OF VIOLATIONS

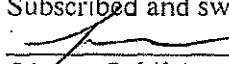
Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and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

SEE ATTACHED
section 5

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


(Type or print name of affiant under
signature) EUGENE J. CIARKOWSKI

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


(Notary Public)

My commission expires May 4, 2019

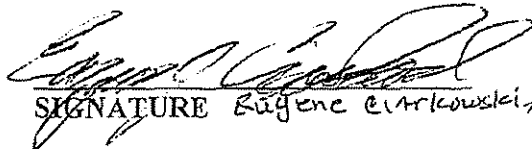
AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

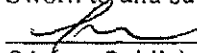
ARTICLE 3.16

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

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

BIDDER: 
SIGNATURE Eugene Czarowski, Vice President
TITLE: VICE President
FOR: RELIABLE Wood Products, LLC
CONTRACTOR

Sworn to and subscribed before me on this 16 day of July, 2018.

(Notary Public)

My commission expires on May 4, 2019.

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

Article 3.17

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

- Matthew Vastano
- MIKE MITCHELL
- Joffre Jara

CERTIFICATES ATTACHED

Section 3

Article 3.18

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

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

of the RELIABLE WOOD Products, LLC and being duly
(Name of Bidder)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

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

Subscribed and sworn to before me

this 16 day of July 2018

Notary Public of New Jersey

My Commission expires May 4 2019

Article 3.19

Bid Bond Form

Article 3.19

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: RELIABLE WOOD PRODUCTS, LLC

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	_____
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Township of West Orange, State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eugene Cinkowski

Signature: X 

Title: Vice President

Date: 07/16/18

Article 3.21

TOWNSHIP OF WEST ORANGE

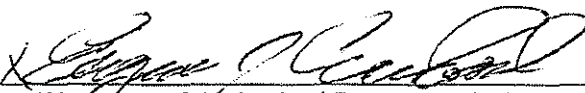
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

☒ No addenda was received.

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

By: 
(Signature of Authorized Representative)

Name: Eugene Clarkowski
(Print)

Title: Vice President

Date: July 16, 2018

Article 3.22

Business Registration Certification and Public Works Contractor Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

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

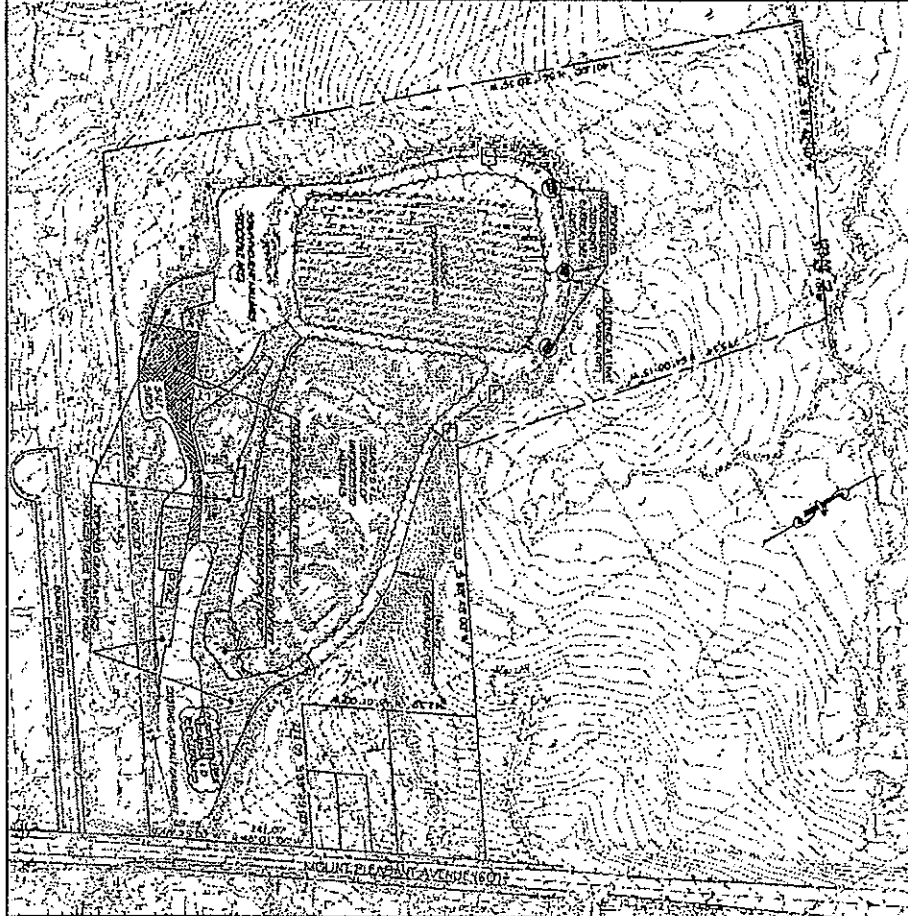
see section 6

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APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

[illegible][illegible]

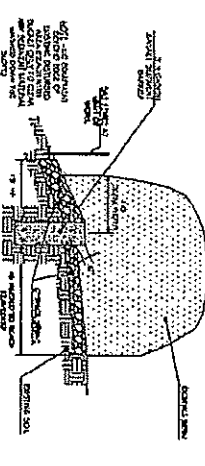
1940-1941. The following is a list of the names of the persons who were members of the Board of Directors of the American Red Cross during the year 1940-1941.



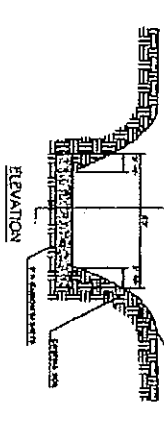
INSTALLATION DETAIL

6. Public Health Service, U.S. Department of Health and Human Services, *Report of the Surgeon General on the Status of the Nation's Health* (Washington, D.C.: U.S. Government Printing Office, 1974).

1. CHALLENGE DEBATE
- 10-15 min



SECTION A



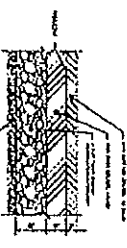
② GABION BASKET SEDIMENT BARRIER

SOIL EROSION & SEDIMENT CONTROL NOTES

1. The first step in the process of the investigation is the identification of the problem.
2. The second step is the collection of data.
3. The third step is the analysis of the data.
4. The fourth step is the interpretation of the results.
5. The fifth step is the conclusion.
6. The sixth step is the presentation of the findings.
7. The seventh step is the evaluation of the process.
8. The eighth step is the dissemination of the results.
9. The ninth step is the implementation of the findings.
10. The tenth step is the monitoring and evaluation of the implementation.

SEQUENCE OF CONSTRUCTION

1. **NAME** _____
2. **ADDRESS** _____
3. **CITY** _____
4. **STATE** _____
5. **ZIP** _____
6. **PHONE** _____
7. **E-MAIL** _____
8. **DATE** _____
9. **SIGNATURE** _____
10. **PRINT NAME** _____



3 OFFICIAL PAPER OF THE DEPARTMENT OF THE ARMY

lenna Associates, LLC 12404 E. 25th St. Ste. 1000 MO. 64080-2520 Tel: (816) 961-8510 Fax: (816) 961-8511 E-mail: info@lenna.com Web: www.lenna.com											
WEST ORANGE RECYCLING CENTER 10000 West Orange Rd. West Orange, NJ 07063 Tel: (973) 831-1100 Fax: (973) 831-1101 E-mail: info@worc.com Web: www.worc.com											
STL EGGSTON AND SIDAUMIT 10000 West Orange Rd. West Orange, NJ 07063 Tel: (973) 831-1100 Fax: (973) 831-1101 E-mail: info@stl.com Web: www.stl.com											
SESC 10000 West Orange Rd. West Orange, NJ 07063 Tel: (973) 831-1100 Fax: (973) 831-1101 E-mail: info@sesc.com Web: www.sesc.com											

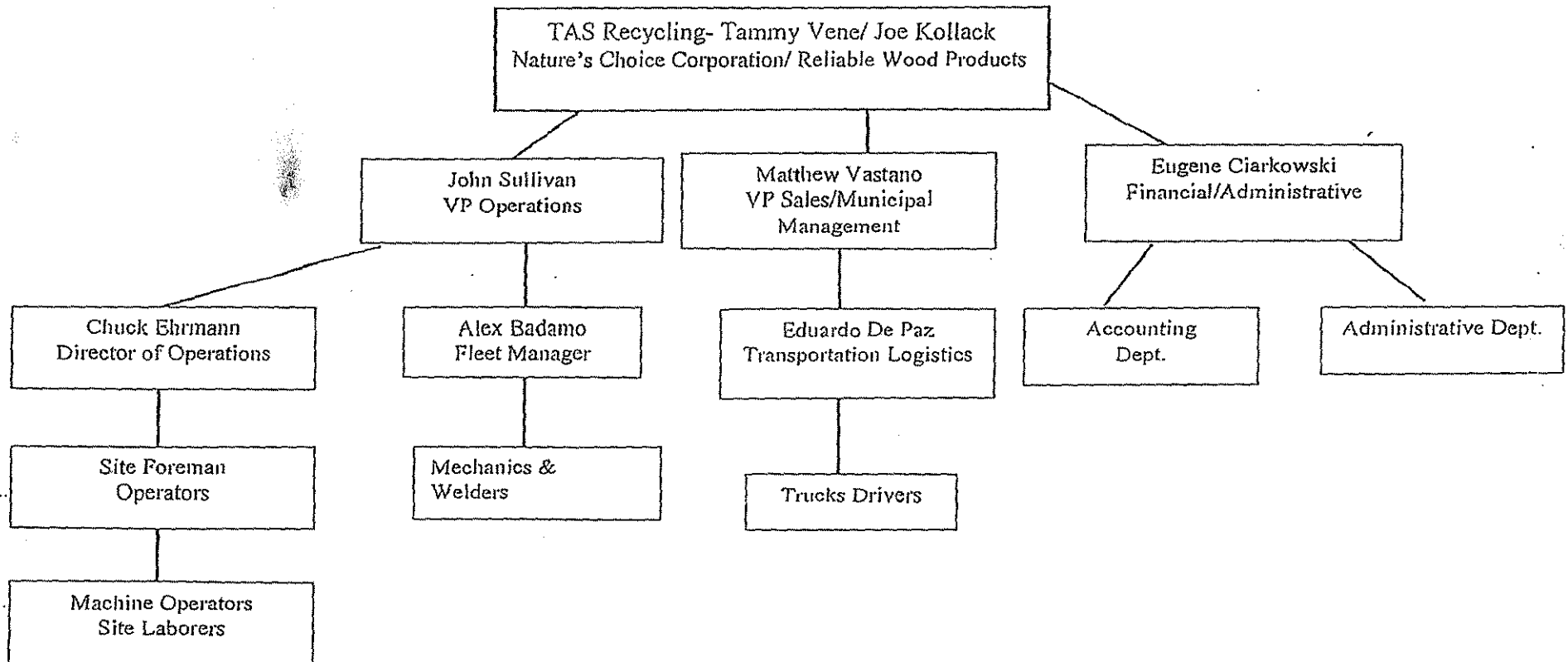
Section 3: Management and Personnel

Company Organization Chart

Rutgers Certifications

#5

Organizational Chart



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

Nature's Choice Corporation and affiliates, Middlesex, NJ

2008-Present

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

Schumann Hanlon, LLC, Jersey City, NJ

2004-2008

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

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

1998-2004

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

Consultant, Jersey City, NJ

1998-2001

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

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

1972-1997

Vice President-Securities Investment

1994-1997

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

Vice President-Subsidiary Operations

1987-1994

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

Corporate Secretary

1984-1994

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

Vice President & Securities Counsel

1984-1987

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

Securities Counsel

1972-1984

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

1985-1997

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

Internal Revenue Service, Newark, NJ

1971-1972

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

Attorney-State of New Jersey - Admitted 1969

Present

EDUCATION

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

ALEX BADAMO

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

OBJECTIVE

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

EXPERIENCE

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

REFERENCES

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

MATTHEW A. VASTANO

22 Chalmers Road, East Brunswick, NJ 08816

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

Email: mvastano@natureschoicecorp.com

QUALIFICATIONS

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

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

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

WORK HISTORY

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

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

1992-1999 President, Applied Compost Technologies Inc.

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

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

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

EDUCATION

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

HONORS

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

LICENSES AND CERTIFICATES

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

#4

JOHN J. SULLIVAN
12 Bridge Lane
Haverstraw, NY 10927

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

EDUCATION

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

PROFESSIONAL SUMMARY

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

EMPLOYMENT

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

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

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

District Manager-Bronx, New York

2001-2004

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

Facility Manager –Gunhill Construction Debris Transfer Station

1992-2001

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

PROFESSIONAL MEMBERSHIP

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

#6

CHARLES EHRLMANN

20 BIRCH LANE

Wayne NJ, 07470

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

Email: chuck@jerseymulch.com

OBJECTIVE:

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

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

WORK HISTORY:

2009-PRESENT- PRESIDENT /OWNER JERSEY MULCH PRODUCTS

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

2003-2009 CDS PAVING INC. - FOREMAN

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

EDUCATION:

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

LICENSES AND CERTIFICATES:

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

Mike Mitchell- West Orange Site Manager

Prior to Mike's employment with Reliable, Mike owned a trucking company that transported materials to different recycling facilities throughout the tri-state area. His company was an owner operator to Reliable and he became familiar with the transportation of all materials within the Reliable network. In 2006 Mike joined Reliable as a site manager for the South Brunswick Facility where he gained valuable experience running a recycling facility. In March of 2008 Mike became site manager in West Orange and is the person responsible for day-to-day operations. Mike has successfully completed the Compost Operators Certification Course.

Joffre Jara- Yard Foreman

Joffre has 12 years' experience working at the West Orange Facility. The first 4 years were with Nature's Choice and the balance with Reliable. Joffre is a conscientious young man that has a lot of experience with yard waste recycling and is a valuable member of the West Orange operations team.

In addition to the management personnel listed above Reliable also has the necessary number of employees to operate the West Orange facility safely and efficiently as has been done for the past several years. Reliable has the depth of personnel to assure that the facility will always be adequately staffed not only for the processing of recyclable materials but also to assist West Orange residents with their individual recycling needs.

Reliable also has been able to work effectively with West Orange Township personnel, including Messrs. Lepore and Salese, and the appointed independent monitor entity, DeFeo Associates, to meet the recycling goals of the Township.

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Joffre Jara

For successfully completing the requirements of

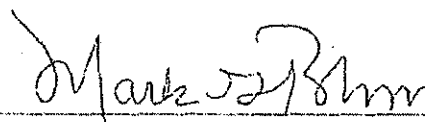
NJ Compost Operator Certification Course

March 18, 2011

00.6 CEUs



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



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

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

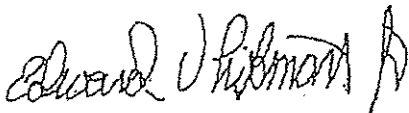
Matthew Vastano

For the completion of

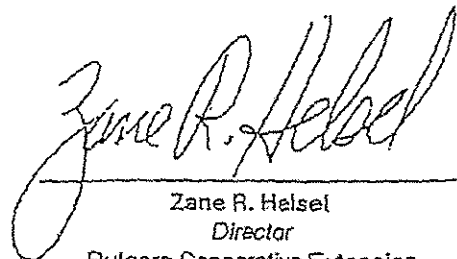
**New Jersey Compost Operator
Certification Course**

February 4, 1998

0.6 CEUs



Edward V. Lipman, Jr.
Director
Continuing Professional Education



Zane R. Helsel
Director
Rutgers Cooperative Extension

RUTGERS

The New Jersey Agricultural Experiment Station Office of Continuing Professional Education

Presents this certificate to

Mike Mitchell

For successfully completing the requirements of

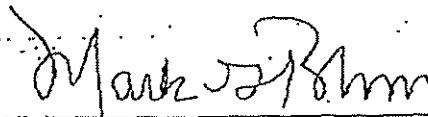
NJ Compost Operator Certification Course

May 2, 2008

00.6 CEUs



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



Mark G. Robson
Director
New Jersey Agricultural Experiment Station

Section 4: Site Operations Experience

Site Permits for Overflow

Equipment list

Marketing Services Plan

Scope of Work

Fire Control Plan

RELIABLE WOOD PRODUCTS, LLC
EXPERIENCE/ REFERENCES

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

RELIABLE WOOD PRODUCTS, LLC

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

RELIABLE WOOD PRODUCTS, LLC- SITE MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**
Transfer Site Management **12 YEARS**
411 Chimney Rock Road
Bridgewater NJ 08807

Buck Bucanfusco-908-725-6300
- **New Jersey Sports and Exposition Authority (NJSEA)** **18 YEARS**
Multi Class NJDEP CLASS C AND B site management
One Dekorte Park Plaza
Lyndhurst, NJ 07071

Tom Marturano- 201-460-4613
- **Waste Management /NY Parks Dept.** **13 years**
Brooklyn Recycling Yard
78 Thomas Street
Brooklyn NY

Jay Kaplan- 718-533-5310
- **Middlesex County Improvement Authority (MCIA)** **20 YEARS**
Leaf and/or Grass Disposal Services of Middlesex County
55 Edgeboro Road
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen

James Polos- 609-655-5141
- **Township of West Orange** **10 years**
Compost Site Management NJDEP Class C & D
590 Mount Pleasant Ave.
West Orange, NJ

Wayne Defeo—732-563-9524



We Bring the World to New Jersey

April 12, 2016

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

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

Gentlemen:

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

Should you have any questions, please contact our office.

Very truly yours,

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



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

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

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

NEW JERSEY MEADOWLANDS COMMISSION

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

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

Oct. 29, 2014
Issuance Date

December 31, 2019
Expiration Date


Guy Watson, Chief
Bureau of Recycling
& Hazardous Waste Management



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
Solid & Hazardous Waste Management Program
P.O. Box 420
Trenton, New Jersey 08625-0420
Telephone: (609) 292-9880 Telecopier: (609) 633-9839
<http://www.state.nj.us/dep/dshw>

BOB MARTIN
Commissioner

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

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

GRINNELL RECYCLING, INC.

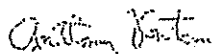
Facility Type:	Class B Recycling Facility
Lot & Block Nos.:	Lot 36, Block 26
Municipality:	Township of Sparta
County:	Sussex
Facility ID No.:	132685
Permit No.:	CBC090003

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

March 4, 2011
Issuance Date

March 4, 2018
Expiration Date


Anthony Fontana, Chief
Bureau of Transfer Stations and Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

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

RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS
FOR WOOD (NON-CHEMICALLY TREATED AND UNPAINTED), BRUSH, STUMPS,
TREE PARTS AND LEAVES

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

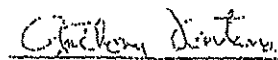
Reliable Wood Products, Inc.

Facility Type:	Recycling Center for Class B Materials
Lot & Block Nos.:	Lot 25, Block 5
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBC130002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

March 10, 2014
Issuance Date


Anthony Fontana, Chief
Bureau of Transfer Stations &
Recycling Facilities

January 24, 2019
Expiration Date



MIDDLE SMITHFIELD MATERIALS,

Managing Waste For Sustainable Development

May 11, 2015

MATTHEW VASTANO
NATURE'S CHOICE CORP

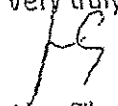
RE: Middle Smithfield Materials Inc., and Natures Choice Corporation

To Whom it May Concern:

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

Please contact me with any questions.

Very truly yours,


Alan Siberini
President



Pennsylvania Department of Environmental Protection

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

Northeast Regional Office

570-826-2511
Fax 570-826-5448

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

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

Dear Mr. Siberini:

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

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

Part I - General Conditions

A. Access control

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

B. Operations

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



Article 3.09
Equipment List

SEE ATTACHED

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

EQUIPMENT

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

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

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

[illegible]

EQUIPMENT LIST

[illegible]

EQUIPMENT

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

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

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

NEW ENGINE

EQUIPMENT

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

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

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

EQUIPMENT WITH PERMITS

SCREENERS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
1285	2001	1R9TE58231M216016	OLYMPIAN II	RETECH	RWP	ST	0/5	
1255	2007	12101252	TITAN 1800	POWER SCREEN	NCC	WO	4887	
1265	2007	12101594	TITAN 1800	POWER SCREEN	NCC	CR	6082	
D1	2017	WO9621193H2038054	5M-720	DOPPESTADT	RWP	KY	20	
D2	2017	WO9621191H2038053	5M-720	DOPPESTADT	RWP	ST	13	

COLORIZERS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
1315	2003	F5T530217	MS XXL-S	FINLAY (COLORIZER)	RWP	WO	7740	
C1	2017	86249	628	MCCLOSKEY	RWP	ST	719	
C2	2018	89093	628	MCCLOSKEY	RWP	CR	100	

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

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

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

Marketing Services

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, the general public, civic groups, etc. The Company has a customer base of over 500 end-users of the product.

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

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

Educating the public about the benefits of using yard waste compost and mulch is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program, designed to increase demand for yard waste compost has been designed that clearly states the importance of adding organic material to soils, in addition to nutrients.

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

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location:

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

B. Response Time:

- Emergency Calls Are handled through the West Orange Police Dispatch phone #911 which is manned 24 hours per day.
- West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area
- The facility is served by the following firehouse: 280 Pleasant Valley Way, west Orange, NJ the response time is 10 minutes to the facility. Phone #911

C. Fire Prevention:

The emphasis on the fire control plan will be focused on fire prevention, which involves the following:

- The facility gate will be secured to limit unauthorized entry to the storage areas
- The equipment will be maintained and operated in a safe careful manner
- The facility personnel will participate in safety instructions and exercises
- Smoking will be prohibited
- Vehicle traffic will be limited and monitored in the wood recycling areas
- No flammable or combustible liquids or materials will be stored near the wood recycling areas
- Fire extinguishers will be maintained and available in proximity to the wood and other combustible areas

D. Reliable Wood Products Emergency contacts:

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

Section 5: Disclosure of Violations

ARTICLE 3.15

DISCLOSURE OF VIOLATIONS*

West Orange Environmental Center (Reliable Wood Products)

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

South Brunswick Location (Reliable Wood Products)

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

Nature's Choice Corporation (Affiliated Party)

Ledgewood Location

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

Disclosure Of Violations (continued)

White Township Location

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

NJDEP Global Settlement

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

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

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

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

Section 6: Employee Information Certificate

Business Registration Certificate

Public Works Contractor Registration Certificate

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

RELIABLE WOOD PRODUCTS LLC
398 LINCOLN BOULEVARD
MIDDLESEX NJ 08846



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

08/25/04

Taxpayer Identification# 900-123-439/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

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

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

Certificate Number
665953

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



State of New Jersey

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

Public Works Contractor Registration Act

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

Reliable Wood Products, LLC
2018

Responsible Representative(s):
Nicholas Vene, President

Responsible Representative(s):
Joseph Kollock III, Owner

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

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

NON TRANSFERABLE

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

Section 7: Bid bond

Consent of Surety

Insurance Certificate



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. BD022933

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

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

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

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

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

CONSENT OF SURETY

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

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

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

Matthew Vastano
Witness/Attest As To Principal
Matthew Vastano

Gina Ring
Gina Ring
Witness/Attest As to Surety

Eugene J. Clarkowski
PRINCIPAL RELIABLE WOOD PRODUCTS, LLC

Eugene J. Clarkowski

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

By Michele Charette Surety

Attorney-in-Fact Michele Charette

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

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

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

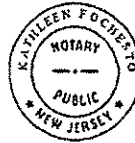
IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

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



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

CERTIFICATE

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

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

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

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

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



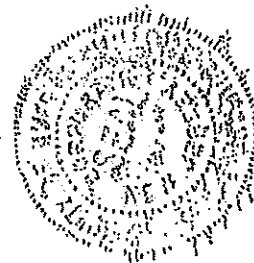
Jane E. Lynch
Jane E. Lynch, Secretary

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

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

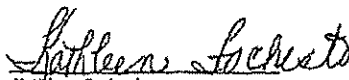
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2017, according to the best information, knowledge, and belief.


Glenn A. Runne
Chief Financial Officer



State of New Jersey)
County of Morris) SS:

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


Kathleen Fochesto
My Commission Expires March 16, 2020





RELIWOO-01

KGALBRAITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2018

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

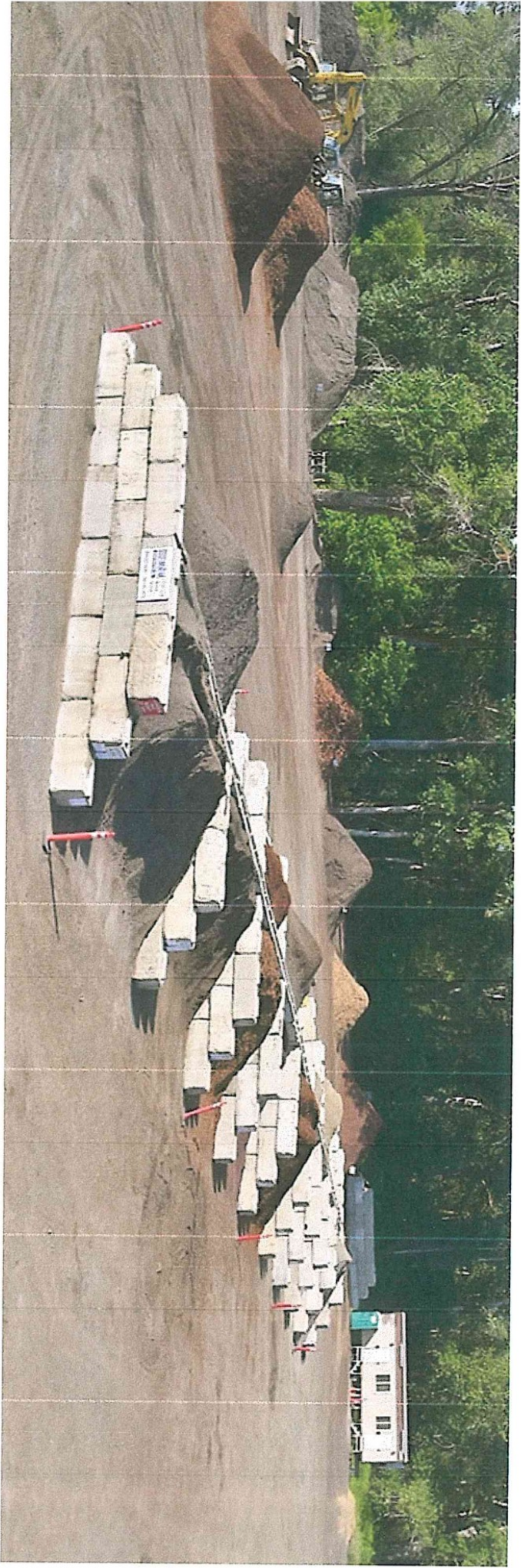
Township of West Orange 66 Main Street West Orange, NJ 07052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kathy Galbraith</i>

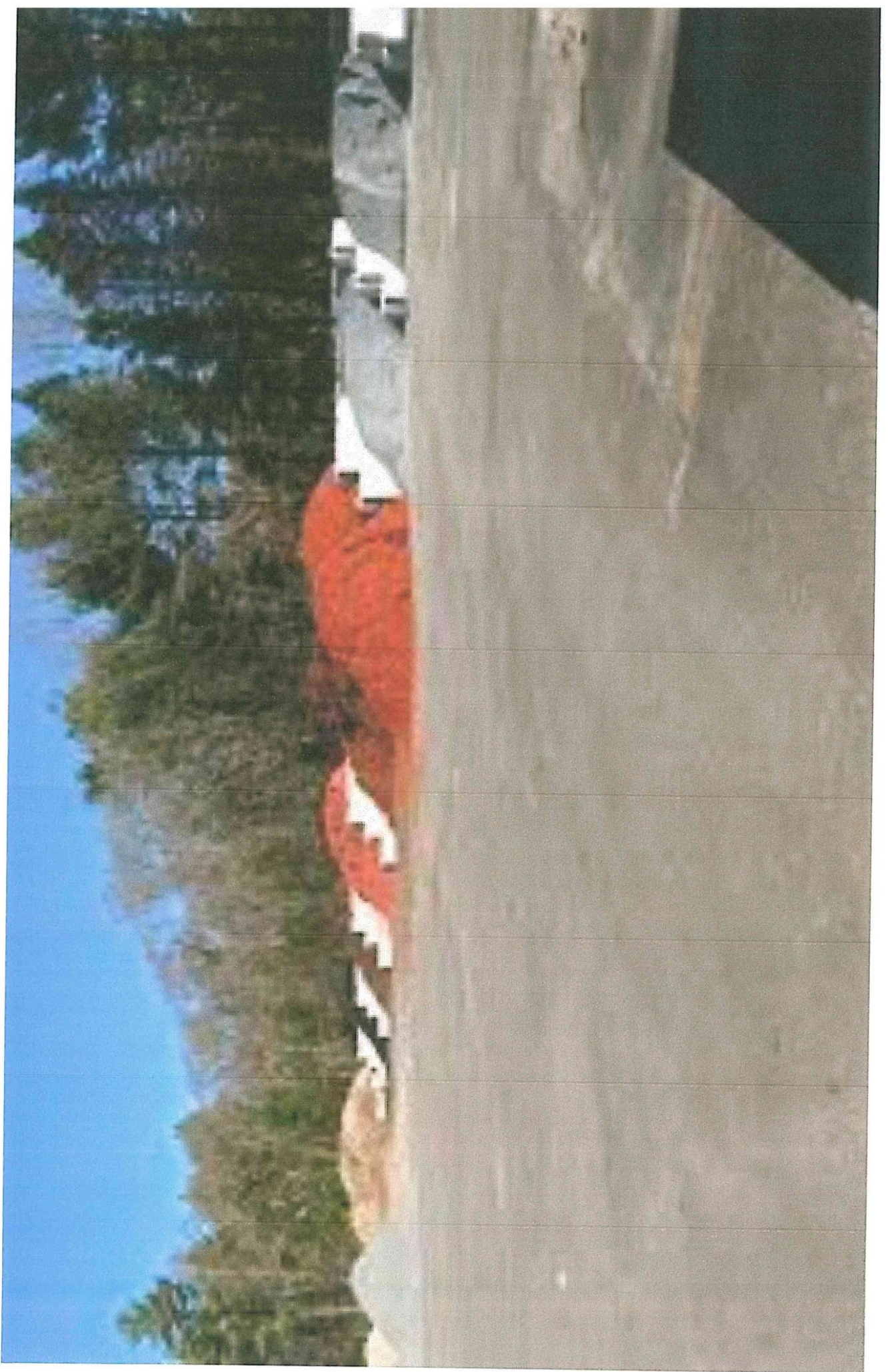
Section 8: Proposed Site Plan Improvement and Layout
Current Odor Control System
Odor Control Neutralizing Agent

Site Improvement Description

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

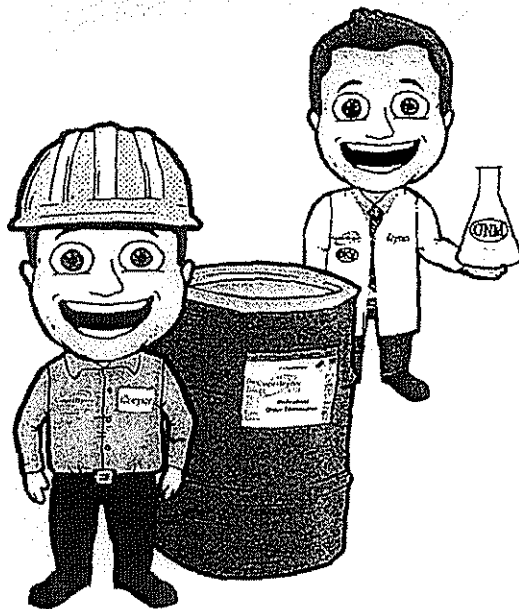
Attached are illustrations and a site plan of the improvements proposed.



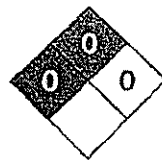




- Non-Toxic
- Non-Irritating
- Laboratory Validated
- Scientifically Developed
- Patented Green Technology
- No Hazardous Air Pollutants
- No Volatile Organic Compounds



Visit CupriDyne.com for a RISK FREE Trial



Health	0
Fire	0
Reactivity	0
Personal Protection	B



Visit CupriDyne.com for a RISK FREE Trial
contact us at info@odornomore.com



Odor-No-More

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

Members



National
Waste & Recycling
Association
Collect. Recycle. Innovate.

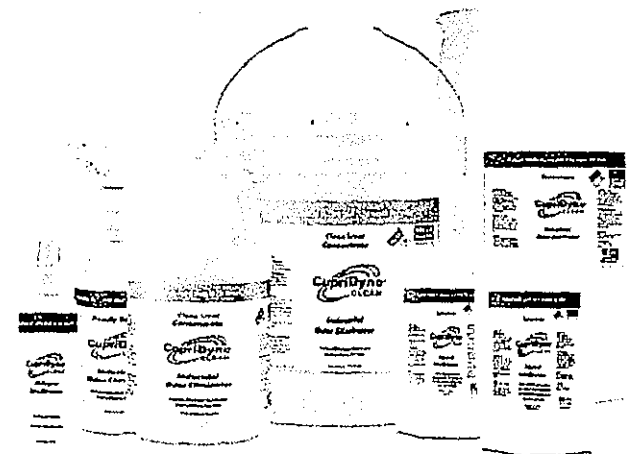


Solid
Waste
Association of
North
America



Proven Odor Control

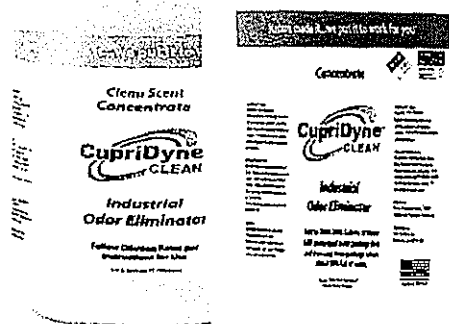
Bringing scientifically developed odor eliminators to the waste industry in formulations that are easily integrated into your current odor management infrastructure.



Visit CupriDyne.com for a RISK FREE Trial



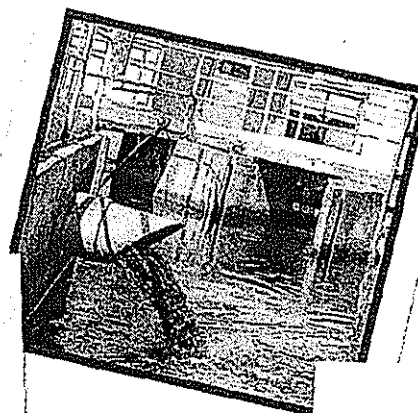
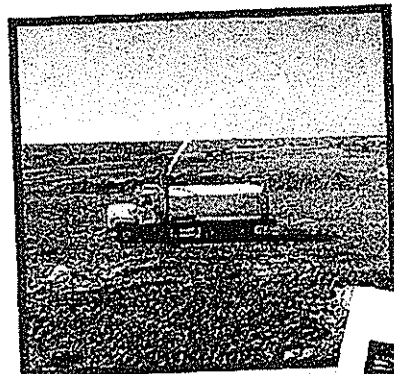
CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.



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

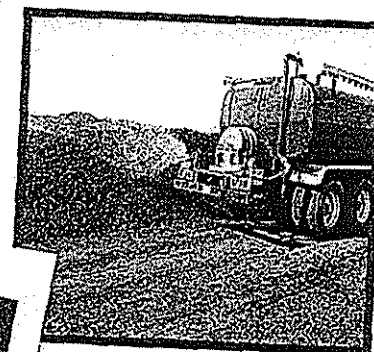
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

- FL. Landfill Operation



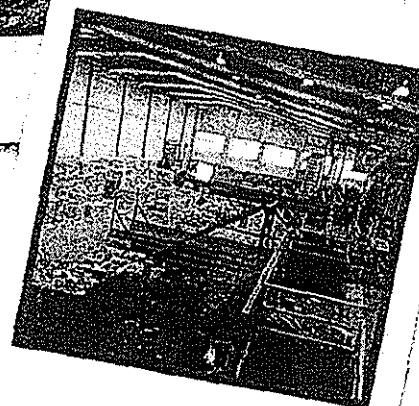
"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

- CA. Wastewater Plant



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

- CA. Transfer Station



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

- NY Compost Facility

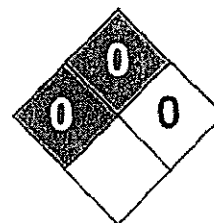
CupriDyne Clean's line of powders are especially effective for large, open-air sites like landfills and large composting facilities. It's more cost-effective and efficient for hitting specific, targeted sources of odor on large properties. The powders can be added to existing water trucks, allowing very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

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



Odor-No-More

www.OdorNoMore.com



Health	0
Fire	0
Reactivity	0
Personal Protection	B

Safety Data Sheet

Iodine Solution, 0.002N SDS

Section 1: Chemical Product and Company Identification

Product Name: CupriDyne® Clean
Dilute Iodine

CAS#: Mixture.

RTECS: Not applicable.

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

CI#: Not applicable.

Synonym: Free Iodine Solution

Chemical Name: Not applicable.

Chemical Formula: Not applicable.

Contact Information:

Odor No More, Inc.

14921 Chestnut St.

Westminster, CA 92683

US Sales: 1-949-643-9540

International Sales: 1-949-643-9540

Order Online: info@odornomore.com

24HR Emergency Telephone, call:

1-949-295-3622

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

Section 2: Hazards Identification

Potential Acute Health Effects: Dilute

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

Potential Chronic Health Effects: Dilute

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

Section 3: Composition and Information on Ingredients

Composition:

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

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

Section 7: Handling and Storage

Precautions:

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

Storage:

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

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

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

Personal Protection: Safety glasses. Lab coat. Gloves.

Personal Protection in Case of a Large Spill:

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

Exposure Limits:

Iodine CEIL: 0.1 (ppm) from ACGIH (TLV) CEIL: 1 (mg/m³) from OSHA Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor: Not available.

Taste: Not available.

Molecular Weight: Not applicable.

Color: Clear/Slight yellow tint

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

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

Melting Point: Not available.

Critical Temperature: Not available.

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

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

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

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (in Water): Not available.

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

Solubility:

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

Section 14: Transport Information

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

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

Section 15: Other Regulatory Information

Federal and State Regulations:

Pennsylvania RTK: Iodine;

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

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

Other Classifications:

WHMIS (Canada):

DSCL (EEC):

This product is not classified according to the EU regulations.

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

Health Hazard: 0

Fire Hazard: 0

Reactivity: 0

Personal Protection: b

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

Health: 0

Flammability: 0

Reactivity: 0

Specific hazard: 0

Protective Equipment:

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

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

Created: 05/28/2015 4:00 AM

Disclaimer:

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

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

Exhibit “C”

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

September		
Class C		
Class B		

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

Class B		
August		
Class C		
Class B		
September		
Class C		
Class B		

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

Signature

Name (Printed)

Date

R E S O L U T I O N

WHEREAS, the Township of West Orange proposes Professional Engineering and Land Surveying Services for the decommission of Korwel Pump Station for new gravity sewer main; and

WHEREAS, to design and specify these improvements the Township requires the services of a professional engineering and land surveying firm; and

WHEREAS, the Township Engineer prepared a Request for Proposals dated October 12, 2022 for these professional engineering and land surveying services; and

WHEREAS, the Township Engineer solicited a proposal from five professional engineering and land surveying firms; and

WHEREAS, Greenman-Pederson, Inc., responded to the Request for Proposal; and

WHEREAS, Greenman-Pederson, Inc. have performed other work for the Township on several projects and their work quality is very good; and

WHEREAS, by letter dated November 2, 2022 the Township Engineer recommended a professional services contract be awarded to, Greenman-Pederson, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, NJ 07950 for Professional Engineering and Land Surveying Services associated with the decommission of Korwel Pump Station for new gravity sewer; and

WHEREAS, Greenman-Pederson, Inc. responded to the Township's Request for Qualifications for Professional Services for 2022; and

WHEREAS, sufficient funds exist for the services outlined in the proposal of Greenman-Pederson, Inc.; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange, New Jersey that a professional services contract be awarded to Greenman-Pederson, Inc. to provide professional engineering services for the decommission of Korwel Pump Station for new gravity sewer main in the amount of \$35,300.00.

BE IT FURTHER RESOLVED that a copy of this Resolution be published in the West Orange Chronicle within ten (10) days of its approval as required by State Statute.

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

Susan McCartney, Council President

Adopted: November 22, 2022

I hereby certify funds are available from:

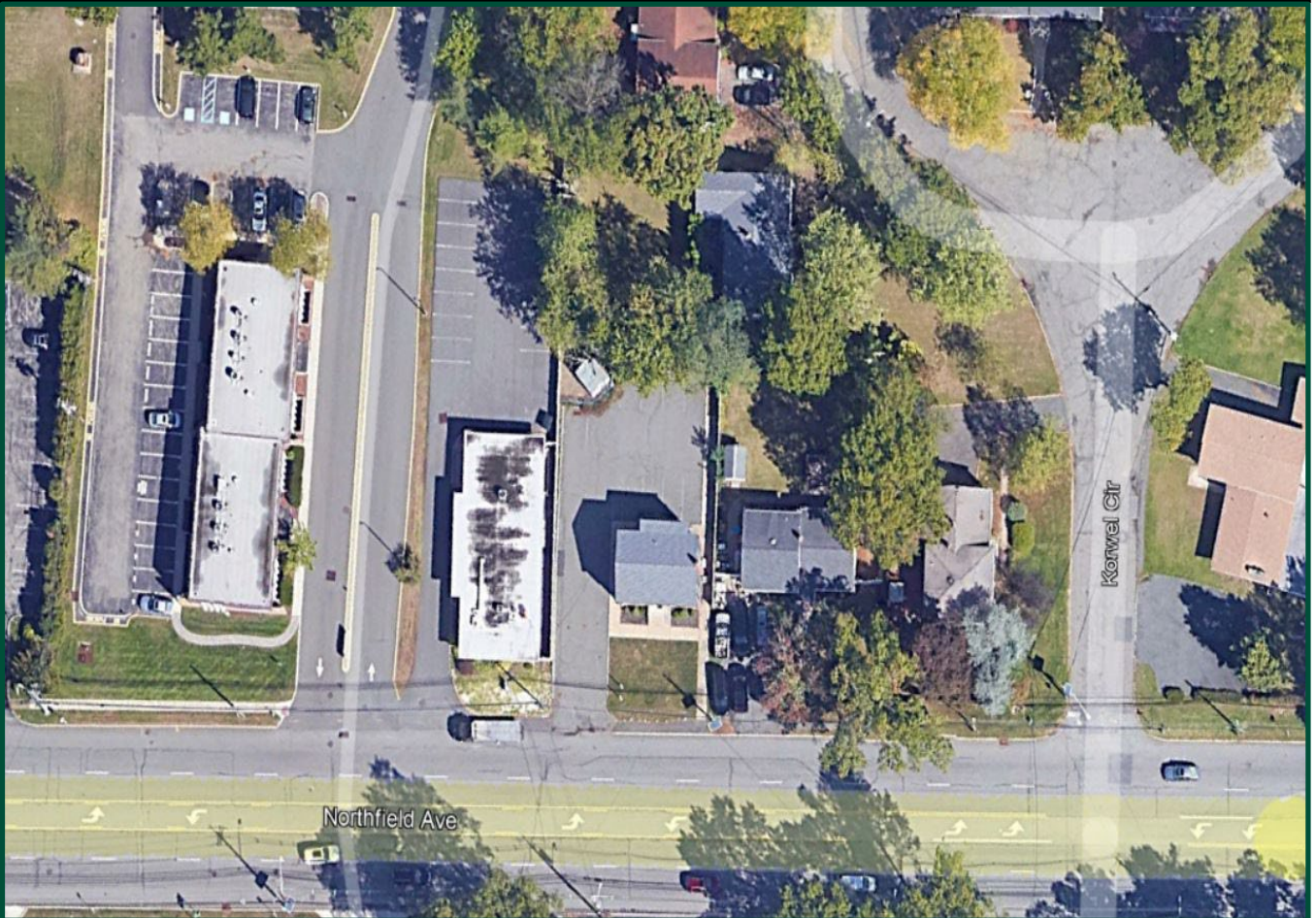
ACCOUNT NO.
2021 Capital Budget Streets Roads and
Sewers-Drainage Improv.
03 2661 21 0500 170
\$35,300.00

John Gross, Chief Financial Officer

PROPOSAL FOR PROFESSIONAL SERVICES FOR

DECOMMISSION OF KORWEL PUMP STATION FOR NEW GRAVITY SEWER MAIN

WEST ORANGE TOWNSHIP, ESSEX COUNTY, NJ
October 27, 2022



Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | PLANNING | CONSTRUCTION MANAGEMENT

301 Gibraltar Drive – Suite 2A
Morris Plains, NJ 07950

973-377-8500
www.gpinet.com

GPI

ORIGINAL

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Section 1 - Scope of Services / Fee Proposal

Section 2 - Personnel Assignments

Section 3 - Project Schedule

Section 4 - Sample Insurance Certificate

October 27, 2022

Leonard R. Lepore, Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

RE: Response to Request for Proposals for Professional Services
Decommission of Korwel Pump Station for New Gravity Sewer Main
Tax Block 166, Lots 14, 14.01, 59 and 59.01
Township of West Orange, NJ

Dear Mr. Lepore:

Greenman-Pedersen, Inc. is interested in performing Professional Services for the *Decommission of Korwel Pump Station for New Gravity Sewer Main* project as outlined in your October 12, 2022 Request for Proposals.

Enclosed please find our Proposal to Provide Professional Engineering and Surveying Services for your review, dated October 27, 2022.

We are pleased to have this opportunity to be of continued service to the Township of West Orange and hope you will find our proposal favorable. We would be happy to provide additional information or assistance as your needs dictate. My direct line is (973) 434-8349.

Very truly yours,



Andrew Cangiano, PE, CME
Director of Engineering

AC/rem

m:\proposals\acl\west orange\pump station decomm. 10-2022\korwel pump station proposal 10-27-2022.docx

SECTION 1

Scope of Services / Fee Proposal

Greenman-Pedersen, Inc. (GPI) understands that the Township of West Orange requires professional services for the **Decommission of Korwel Pump Station for New Gravity Sewer Main**. Throughout the firm's 56-year history, we have provided professional services to dozens of New Jersey municipalities. We are very experienced in providing professional surveying and engineering services to our municipal clients in a cost-effective and timely manner.

The following is a copy of the Township's Scope of Services with clarifications noted in *blue text*.

1. Land Surveying Services

- A. Boundary and Topographic Survey for Lots 14, 14.01, 59.01 and 59 in Block 166 including utilities for decommissioning pump station and to construct propose gravity sewer main.
- B. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88).
- C. Coordination and preparation of temporary construction easements as necessary for the propose gravity sewer main.
- D. Legal descriptions for temporary construction easements.
- E. Coordination and prepare of permanent sanitary sewer easements as necessary for the proposed gravity sewer main.
- F. Legal descriptions for permanent easements.
- G. Benchmark(s) (min. of 3) to be set for future use.
- H. Existing conditions/Survey Control plan.
- I. Coordinate utility markouts.

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey is to be provided to our Engineering Division.

GPI will provide land surveying services to address Tasks B. through I. listed above. However, GPI will provide Boundary Tie-in services in lieu of the full boundary surveys requested in Task A. Full boundary surveys are not required to prepare the required temporary construction and permanent utility easements and legal descriptions.

GPI will specifically provide the following land surveying services:

Boundary Tie-in Survey

We will prepare a boundary tie in survey of the subject parcels, Block 166 14.01, 59, and 59.01 and a partial boundary tie in survey of the Block 166 Lot 14 totaling approximately 7.0 acres of land, in accordance with N.J.A.C. 13:40-5.1. Corner markers will not be set. Prior to commencing with the survey, we request that you supply or make available, all pertinent information and documentation in your possession relative to the subject parcels. Such information includes, but is not limited to, title reports/searches, area surveys, records, deeds, original tract maps, public records, State, County, or Municipal maps. We also require any information on adjoining properties in the client's possession.

If the information supplied is not sufficient to render an accurate survey, GPI will make all reasonable efforts in accordance with the industry standard of care, to obtain additional required information. If, as a result of these efforts, not enough information is found to prepare a boundary survey, or if a title search is not supplied, or if ambiguous or clouded title areas are found, the client will be notified in writing of the various options for proceeding with the project. These options may consist of additional fees necessary by either GPI, a title search consultant, attorneys, or other expert professionals to further research subject and adjoiner deeds, investigate the chain of title, trace ownership to original cloth, identify easements, or other services pertaining to the specific problem related to your project. Our firm does not provide title search services; therefore, boundary surveying services offered herein will be subject to such facts as a complete title search might disclose.

Existing Conditions Survey

GPI will prepare an existing conditions survey of Block 166 lots 14.01, 59, and 59.01. Utilizing Global Positioning Systems (GPS) survey methods, we will reference field work horizontally to the North American Datum of 1983 (NAD 1983), and vertically to North American Vertical Datum of 1988 (NAVD 1988).

We will obtain horizontal and vertical information on the referenced site, including buildings, walks, driveways, walls, fences, curbs, pavement edges, swales, streams, tree lines, limits of landscaped areas and parking areas, porches, steps, ramps, and visible storm, sanitary and other utility structures including utility poles. Individual, isolated trees will be located. We will obtain horizontal and vertical information, type of structure, type of casting, size and types of pipes entering the structure, and inverts on accessible pipes from aboveground observation of the storm and sanitary sewer system.

Partial Existing Conditions Survey

GPI will prepare a partial existing conditions survey of Block 166 lot 14, the extents being 220 feet from the northerly curb line of Northfield avenue and between the dividing line of Block 166 lots 14 and 14.01 and the easterly building face line of the existing southerly building located on southerly portion of Lot 14. Utilizing Global Positioning Systems (GPS) survey methods, we will reference field work horizontally to the North American Datum of 1983 (NAD 1983), and vertically to North American Vertical Datum of 1988 (NAVD 1988).

We will obtain horizontal and vertical information on the referenced site, including buildings, walks, driveways, walls, fences, curbs, pavement edges, swales, streams, tree lines, limits of landscaped areas and parking areas, porches, steps, ramps, and visible storm, sanitary and other utility structures including utility poles. Individual, isolated trees will be located. We will obtain horizontal and vertical information, type of structure, type of casting, size and types of pipes entering the structure, and inverts on accessible pipes from aboveground observation of the storm and sanitary sewer system.

Easement Description(s) Preparation

For each Lot, we will prepare written metes and bounds legal descriptions for:

- i. A maximum of two (2) Temporary Construction Easement(s)*
- ii. One (1) Permanent Sanitary Easement*

Note: One (1) draft copy of each legal description will be provided to the client for revisions, comments, and/or requests to be added. Any additional requests for revisions will be billed per our enclosed hourly rates.

Elevations on hard surfaces will be shown to the nearest hundredth foot (0.01') and ground elevations will be shown to the nearest tenth foot (0.1'). Contour lines will have a one-foot (1') interval and will comply with National Map Accuracy Standards.

Final mapping will be at a scale of one inch equals twenty feet (1" = 20') or other appropriate scale. Survey drawings will be supplied as paper hard copies as well as being available in Adobe ".pdf" and AutoCAD® Civil3D® 2022 ".dwg" format along with the boundary tie-in information.

We will rely on Township Engineering/DPW to request utility mark-out through "New Jersey One Call" at least (3) days prior to scheduled survey crew field work. Private utility locating services are excluded from this proposal. Should additional mark-out services be required beyond the areas marked out by "New Jersey One Call" a proposal addendum will be provided for these services.

2. **Civil Engineering Services**

- A. Design for decommissioning the existing pump house/station and replace with 8-inch diameter sanitary trunk sewer.
- B. Prepare Treatment Works Application (TWA) application for permit to construct and operate the proposed sewer main and the decommissioning of the pump station is to be included under that permit.
- C. Design and prepare contract drawings for decommissioning the pump station and construction of new sanitary sewer main.
- D. Prepare an application for the Hudson-Essex-Passaic Soil Conservation District (HEPSCD) since the project will result in a land disturbance of more than 5,000 square feet.
- E. Coordination with property owner at Lot 14 for tying existing pressure line to propose gravity sewer main.
- F. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Profiles, Soil Erosion and Sediment Control Plan and Details, and Construction Details.
- G. Include four (4) meetings with the Township Officials for Kickoff, Coordination with other parties involved as necessary, Preliminary Design, and Final Design.
- H. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws.
- I. Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.

GPI will provide the aforementioned engineering services with the following clarifications, assumptions and exclusions:

- *Pump station building will be demolished, the wetwell will be filled with suitable material, and the surface of Lot 59.01 will be restored with topsoil and seed.*
- *We assume the existing gravity sewer lines are in satisfactory condition and do not need to be upgraded or replaced.*
- *In support of the TWA, Engineer's report, and application, we will conduct a tributary sewer area analysis for existing pump station flows based on the NJDEP projected flow criteria.*
- *We will prepare a TWA Statement of Consent and provide to the Township Engineer for appropriate Township and sewer plant endorsements and resolutions.*
- *We assume the existing 8" downstream receiving sewer line has sufficient capacity to accept flows from the new gravity connection. Tributary sewer area analysis and capacity analysis of downstream receiving pipe network is excluded from this proposal.*
- *Existing force main will be capped and abandoned in place.*
- *Permit application fees are to be paid by the Township.*

3. **Construction Administration Services**

Provide separate lump sum cost for construction administration services based on full-time inspection.

The time required to perform the inspections is a function of the Contractor's schedule and time spent on diligently completing the project. We typically have limited control over the progress of work. Our fee is based on the following project assumptions:

- *Inspections will be full time based on an (8) hour day and assume no overtime will be required.*
- *Contract Time of Completion will be set at no more than 60 Days.*
- *For the 60 Day contract duration we assume no more than 6 weeks (240 hours) of inspection services. Should additional inspection services be required, they will be billed at our hourly rates in accordance the attached rate schedule.*
- *The proposal includes 24 hours of construction administration by a GPI project manager for overall coordination and administration during the construction phase to respond to RFI's, review contractor payment requests and project closeout.*

GPI Contract Drawings and Specifications include a contractor Bid Item for Construction Layout by a NJ Licensed Professional Land Surveyor as part of the overall construction contract. Accordingly, GPI has excluded Construction Layout services from this proposal.

4. **Deliverables**

The cost of services includes professional engineering and land surveying services for the complete scope of the work noted above, including labor and materials for providing deliverables such as:

- Maps;
- Easements;
- AutoCAD format file; and
- A complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents will be in conformance with the latest New Jersey Department of Transportation specifications.

GPI will provide the survey maps, easements and legal descriptions as indicated above in the land surveying scope of work. All files requested by the Township will be provided in AutoCAD file format. Twenty (20) complete bid packages will be delivered to the Township as indicated in the RFP.

5. **Proposal Fees**

Our fee for the services outlined above are as follows:

Item No.	Description			LUMP SUM FEE
Task 1	Land Surveying Services			\$13,500.00
Task 2	Civil Engineering Services			\$21,800.00
			TOTAL:	\$35,300.00

Item No.	Description			LUMP SUM FEE
Task 3	Construction Administration Services			\$28,080.00

HOURLY BILLING RATES

As submitted in our Qualification package to the Township of West Orange on December 21, 2021, following are our municipal billing rates:

PROFESSIONAL ENGINEER	\$	165.00
SENIOR PROJECT MANAGER, ENGINEERING	\$	150.00
SENIOR PROJECT MANAGER, LANDSCAPE ARCHITECTURE	\$	145.00
SENIOR DESIGNER	\$	120.00
DESIGNER	\$	95.00
INSPECTOR	\$	95.00
ENGINEERING TECHNICIAN	\$	85.00
PROFESSIONAL LAND SURVEYOR	\$	160.00
SENIOR PROJECT MANAGER, SURVEYING	\$	145.00
PROJECT SURVEYOR	\$	120.00
SURVEYING TECHNICIAN	\$	80.00
PARTY CHIEF	\$	95.00
INSTRUMENT PERSON	\$	80.00
TECHNICAL TYPIST	\$	60.00

SECTION 2

Personnel Assignments

For this project, GPI will perform the work in its entirety. No sub-consultants will be needed. All work will be done entirely within GPI's Engineering Department. The following individuals are proposed to be assigned to this project:

Andrew Cangiano, PE, CME, Director of Engineering

Frederick J. Henkel Jr. PLS, Survey Project Manager

Steven Mizerek, PE, Principal Engineer

Noah Monetti, PE, Project Engineer

SECTION 3

Project Schedule

GPI understands the Township's goal to conduct the scope of services by Winter 2023. GPI will conduct the surveying, site investigations and engineering design by Winter 2023. However, NJDEP TWA permit process has a 90 day review period after submission of the permit level design plans, specifications, engineering reports and Statements of Consent. Upon permit issuance GPI will prepare final plans and bid documents for submission to the Township.

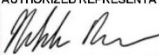
We anticipate work will proceed within two (2) weeks after the award of contract.

We have assumed a November 15 2022 contract award, and have prepared the following Project Schedule.

November 15, 2022 (Assumed Contract Award)		Project Schedule												
		November 2022	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023
1	Initiate Project and Kick Off													
2	Boundrary Tie-in surveys and Existing Condition Surveys													
3	Engineering Design													
4	TWA Application, Eng Report & Statement of Consent Endorsements													
5	TWA submission &(90 Day) Review Period													
6	Final Plans Spec, Estimate & Bid Documents													
7	Deliverables													
8														

SECTION 4

Sample Insurance Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/28/2021		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042		CONTACT NAME: Jeff Kozarsky PHONE (A/C, No, Ext): 516-869-8788 FAX (A/C, No): 516-470-0338 E-MAIL: jkozarsky@genattgrp.com ADDRESS: jkozarsky@genattgrp.com				
INSURED Greenman Pedersen, Inc. (Morris Plains) 301 Gibraltar Drive, Suite 2A Morris Plains NJ 07950		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A: Starr Indemnity & Liability Company		38318		
		INSURER B: XL Specialty Insurance Company		37885		
		INSURER C: Westchester Surplus Line Insurance Company		10172		
		INSURER D: Berkley Insurance Company		32603		
		INSURER E: Everest National Insurance Company		10120		
		INSURER F:				
COVERAGES CERTIFICATE NUMBER: 111294590 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		1000025533211	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		1000198539211	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		G71780296003 XCSEX01512-211	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	1000002543 1000002541	12/31/2021 12/31/2021	12/31/2022 12/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	☐ Property ☐ Professional Liability		UM00082200MA21A AEC-905031302	12/31/2021 12/31/2021	12/31/2022 12/31/2023	Valuable Papers \$250,000 Each Claim \$1,000,000 Aggregate \$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER				CANCELLATION 30 day notice applies		
SAMPLE FOR INFORMATIONAL PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

October 27, 2022

Via Electronic (LLepore@westorange.org) & 1st Class Mail

Department of Public Works
25 Lakeside Avenue
West Orange, NJ 07052

Attn: Leonard R. Lepore, PE, Municipal Engineer
Director of Public Works

**Re: *Proposal for Professional Engineering Services
Decommission of Korwel Pump Station for New Gravity Sewer Main
Township of West Orange, Essex County, New Jersey
Proposal No. 2022-267***

Dear Mr. Lepore:

We are pleased to submit our proposal for professional land surveying and engineering services for the Decommission of Korwel Pump Station for New Gravity Sewer Main. It is our understating that the Township is seeking to demolish the existing pump station and construct a new gravity sewer main from the pump station location to a new manhole in within the right of way of Northfield Avenue. The project will also include providing new laterals for the connection of lots 14, 14.01 and 59 to the new sanitary sewer main. Lastly, temporary and permanent easements will be required from lot 14.01 for the construction of the gravity main.

Based on our review of the RFP provided to our office, the improvements will include the following improvements:

1. **Land Surveying Services** - the work in this task will include the following:
 - A. Boundary and Topographic Survey for lots 14 (portion of), 14.01, 59.01 and 59 in Block 166 including utilities for decommissioning the pump station and to construct the proposed gravity sewer main;
 - B. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
 - C. Coordination and preparation of temporary construction and/or permanent easements as necessary for the proposed gravity sewer main;
 - D. Preparation of legal descriptions for the temporary construction easements;
 - E. Coordination and preparation of permanent sanitary sewer easements as necessary for the proposed gravity sewer main;



Leonard R. Lepore, Municipal Engineer
Township of West Orange

Re: Proposal for Professional Engineering Services
Decommission of Korwel Pump Station for New Gravity Sewer Main

October 27, 2022
Proposal No. 2022-267
Page 2

- F. Preparation of legal descriptions for permanent easements;
- G. Setting of a minimum of three (3) benchmark(s) for future use;
- H. Preparation of Existing Conditions/Survey Control plan; and,
- I. Coordination of utility markouts.

2. **Civil Engineering Services** - the work in this task will include the following:

- A. Design for decommissioning the existing pump house/station and replace with 8-inch diameter sanitary trunk sewer;
- B. Prepare Treatment Works Application (TWA) application for permit to construct and operate the proposed sewer main and the decommissioning of the pump station;
- C. Design and prepare contract drawings for decommissioning the pump station and construction of the new sanitary sewer main;
- D. Prepare an application for the Hudson-Essex-Passaic Soil Conservation District (HEPSCD) since the project will result in a land disturbance of more than 5,000 square feet;
- E. Coordinate with the property owner at Lot 14 for tying existing pressure line to propose gravity sewer main;
- F. Plan set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Profiles, Soil Erosion and Sediment Control Plan and Details, and Construction Details;
- G. Attend four (4) meetings with the Township Officials for Kickoff, Coordination with other parties involved as necessary, Preliminary Design, and Final Design;
- H. Prepare Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;
- I. Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Proposal for Professional Engineering Services
Decommission of Korwel Pump Station for New Gravity Sewer Main

October 27, 2022
Proposal No. 2022-267
Page 3

Summary of Fee Estimates

1. Land Surveying Services	\$15,000.00
2. Civil Engineering Services	\$22,500.00
Total Lump Sum Fee.....	\$37,500.00

Construction Administration Services (Separate Fee)

The following services will be provided under this phase:

- A. Contract preparation including review of bonds, insurance certificates and project manning reports;
- B. Attend preconstruction meeting;
- C. Provide assistance with interpretation of contract documents;
- D. Review shop drawings for site-related items; and,
- E. Provide construction observation services, prepare contractor punch lists and review and prepare pay estimates.
- F. Perform project close out and final pay estimate/close out change order.

The Lump Sum fee for Construction Administration Services is **\$22,000.00**.

The above fee estimates are based on information provided to us by the Township. Should the scope of the project change requiring additional professional fees, we will detail same in writing and seek authorization prior to proceeding.

Schedule

We anticipate that the project will take approximately three (3) weeks for the survey and base map services and four (4) weeks for the design phase services and preparation of permit applications for a total project schedule of seven (7) weeks.



Leonard R. Lepore, Municipal Engineer
Township of West Orange
Re: Proposal for Professional Engineering Services
Decommission of Korwel Pump Station for New Gravity Sewer Main

October 27, 2022
Proposal No. 2022-267
Page 4

Should you accept our fee estimate, kindly provide a purchase order or professional services Resolution authorizing same. Should you have any questions or wish to discuss the above further, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Trevor J. Taylor, PE, PP, CME, CFM
For the Firm

TT: pv

Cc: Zayibeth Carballo, PE, PLS, PP, CME, CFM, CFS
Tina Benevento
Joe Elifani

October 20, 2022

VIA FedEx

Leonard R. Lepore, P.E.
Municipal Engineer
Director of Public Works
Township of West Orange
25 Lakeside Avenue
West Orange, NJ 07052

Re: Proposal for Professional Engineering and Land Surveying Services for:
Decommission of Korwel Pump Station for New Gravity Sewer Main
West Orange, NJ
Crew Proj. No.: P2672

Dear Mr. Lepore:

In response to your Request for Proposal (RFP) dated October 12, 2022, Crew Engineers, Inc. (Crew) is pleased to present this Proposal to the Township of West Orange for providing Professional Engineering and Land Surveying Services for design and construction-related services for the decommissioning of the Korwel Pump Station and replacement with a gravity sewer main. The following outlines our Project Understanding, Scope of Services, and Engineering Fee and Billing Method.

Project Understanding

The Korwel Pump Station is located on Block 166 Lot 59.01, which is located behind 737 Northfield Avenue. The pump station has block walls and a wood frame roof with asphalt shingles. Power is supplied by overhead wires. Crew was advised that there was never a backup power generator or fuel storage tank on site. Heat is provided by electric unit heaters. There is a water utility connection for cooling the pumps and washdown.

The pump station receives sanitary flows from several houses and commercial properties in the surrounding area. The pump station is in a state of general disrepair and the Township desires to decommission it and construct a new gravity sewer to convey the sanitary flows to an existing sewer on Northfield Avenue. That existing sewer was constructed after the pump station was operational and it extends to the driveway of 737 Northfield Avenue, approximately 190 ft from the pump station. In 2008, the Township determined that, based on invert elevations, this plan was feasible. A new sewer easement will be required for the proposed gravity sewer.

Scope of Services

Crew will perform the following major activities and tasks for the proposed project:

Land Surveying and Civil Engineering Services

- Conduct a property boundary and topographic survey of the Township property with the existing pump station (Block 166 Lot 59.01) and along the proposed pipeline route (Block 166 Lot 14.01, Block 166 Lot 59, and part of Block 166 Lot 14) to obtain the location of existing utilities and physical features, which will be used to develop base mapping for the preparation of Contract Plans. The location of all existing utilities will be based on field markout and/or mapping provided by respective utility companies. Horizontal control will be based on NAD1983 and vertical control will be NAVD88 and three benchmarks will be set for future use.
- Conduct a limited field visit to observe and document the readily identifiable existing conditions that may affect the pump station demolition work to be specified. This includes a limited asbestos survey. This Proposal does not include any asbestos abatement design. Crew will provide a separate proposal in the event that asbestos is found. Crew will rely on available records to determine the wet well dimensions and wall thickness and any other concealed work. Confined space entry is not included in this Proposal.
- Design the sanitary sewer. After the base mapping has been prepared, a preliminary alignment for the sewer will be established. A set of the base map drawings will be marked up to show this alignment and presented to the Township for acceptance. Once the preliminary alignment has been accepted, the design of the sewer will be finalized.
- Design the modifications of the existing collection system to decommission the existing pump station and connect to the collection system in Northfield Avenue. This will include demolition of the pump station and a gravity connection for Block 166 Lot 14 (Crew will coordinate with the property owner). The project will be designed to maintain sewer service throughout the construction period.
- Submit a preliminary opinion of the probable cost to construct the work recommended. This will be furnished prior to proceeding to final design and will be included in the permit applications described below.
- Prepare Contract Plans for the proposed work. We anticipate a total of 9 drawings will be needed to show the extent and character of the work, including a site plan, sewer plans and profiles, demolition plan, miscellaneous details, and soil erosion control plan and details.
- Prepare Contract Specifications. Under this task, Crew will develop New Jersey Department of Transportation supplemental Technical Specifications for the project, prepare the necessary contractors' Bid Proposal Form, and prepare the Special Conditions for the contract to be included with the Township's Front-End Bid Specifications to constitute the Contract Specifications.
- The Contract Plans and Contract Specifications will constitute the Bid Documents for obtaining contractors' bids. Crew will furnish 20 sets of Bid Documents to the Township, along with pdf and AutoCAD copies.
- Submit an updated opinion of the probable cost to construct the work recommended, designed, and specified. This will be furnished in conjunction with finalizing the Bid Documents for construction bids.

- Prepare a New Jersey Department of Environmental Protection (NJDEP) Treatment Works Approval (TWA) for submittal to the Joint Meeting of Essex and Union Counties (JMEUC) and the NJDEP.
- Prepare a Hudson-Essex-Passaic Soil Conservation District (HEPSCD) Soil Erosion and Sediment Control Plan Certification. The Contract Plans will be included in the submission.
- Northfield Avenue is an Essex County Road identified as Route 508. Crew will submit the design drawings to the Essex County Department of Public Works, Engineering Division, for their review and approval. The respective utility contractor will secure the necessary Road Opening Permit from the County prior to construction for the work associated with connecting to the existing terminal manhole in Northfield Avenue. The Bid Documents will note this requirement.
- Prepare easement metes and bounds descriptions and plats for the Township's use in obtaining a sanitary sewer easement for the proposed gravity sewer main outside the rights-of-way or Township-controlled property. This Proposal is based on the anticipated need for a single permanent sanitary sewer easement.
- Attend four meeting with the Township Officials: kickoff, coordination, preliminary design, final design.

Construction-Related Services

- Submit notification to HEPSCD in compliance with Plan Certification.
- Act as the Township's professional representative during construction, provide assistance to the Township relative to construction activities, provide interpretation of construction requirements as may be needed during construction, and assist the Township in resolution of construction issues. This will include assisting the Township in a final walkthrough inspection and developing a punch list.
- Coordinate and attend Preconstruction Meeting and weekly Construction Meetings (2 anticipated). If needed, Crew will host virtual meetings. Issue Notice to Proceed and meeting minutes.
- Review Shop Drawings for construction materials and other submittals, including construction schedules and test results, furnished by the Contractor to determine compliance with Contract requirements.
- Provide full-time construction observation to measure and record material quantities for payment, monitor Contractor's progress, and verify that work is performed in accordance with the Contract requirements.
- Maintain daily construction reports recording Contractor's activities and work performance, including field sketches for installed work. An electronic copy of these reports and sketches will be provided to the Township at the end of the project upon request.

- Review and process Contractor's monthly requests for progress payments and furnish recommendations to the Township. We anticipate two payment requests. Evaluate and issue certificates for substantial and final completion, review and process Contractor's request for final payment, and furnish recommendation to the Township.
- Review and provide recommendations to the Township for any field modifications and issue appropriate Change Orders to Contractor when needed.
- Coordinate and observe field testing of sanitary sewers performed by Contractor.
- Prepare Record Drawings for the constructed improvements based on the daily field sketches prepared by the full-time construction observer and submit in electronic format compatible with AutoCAD.

Project Schedule

As previously noted, a TWA will be required from the NJDEP. Typical NJDEP review time for TWA approval is three to four months. Crew will dedicate sufficient resources to complete the services described herein so that the TWA permit application can be submitted to the NJDEP in early-March (provided the utility markouts are complete and surveying can take place during the winter). Including the review period for the NJDEP, the project should be ready for bidding in the summer of 2023. We anticipate that the Township will award the Contract for Engineering Services in mid-November.

Owner Responsibilities

In conjunction with the performance of the Professional Engineering Services by Crew described in this Proposal, the Township will arrange, provide, or perform the following:

- Provide copies of current Tax Maps in areas where work is proposed.
- Provide any available drawings of the pump station to be used for estimating the wet well volume and thickness of any concrete to be cut below grade.
- Obtain permission from property owners for surveying beyond right-of-way limits.
- Arrange for access to the site and sanitary and drainage infrastructure, including removal of any debris above or inside of structures.
- Provide field markout of existing sanitary sewer infrastructure in the immediate area of the proposed work. Provide any available information on existing sewers, including size and depth in the vicinity of the proposed project.
- Pay fees imposed by reviewing agencies. Crew will notify the Township of the amount of the fees and the Township will provide checks made payable to the reviewing agencies. Crew will submit the checks to the reviewing agencies with the permit application documents prepared by Crew.
- Provide Township's standard administrative "front end" specifications in Microsoft Word format.

Engineering Fee and Billing Method

Based on the foregoing understanding and Scope of Services, Crew has estimated its level of effort, subconsultant fees, and costs to provide the services described in this Proposal, and proposes compensation for Professional Engineering Services as follows:

<i>Task</i>	<i>Fee</i>
<i>Land Surveying and Civil Engineering Services</i>	\$ 38,900 Lump Sum
<i>Construction-Related Services</i>	\$ 19,300 Lump Sum

The engineering fees for the Land Surveying and Civil Engineering Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed. Lump-sum price is developed from subconsultant fees and estimates of manhours required for selected personnel to perform the designated services and tasks.

As required by the RFP, the engineering fees for the Construction-Related Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed. Lump-sum price is developed from estimates of manhours required for selected personnel to perform the designated services and tasks. The engineering fees for Construction-Related Services are dependent on the activities of the Contractor (who is not yet known), his experience, and progress of work, as well as the conditions encountered during construction. For the purpose of preparing this Proposal, we have estimated that the Contractor will utilize one full-time crew for 2 weeks during a 2-month construction period. We have, therefore, included the services of one full-time Construction Observer for the respective anticipated time period.

Any services provided outside the Scope of Services presented in this Proposal will be performed only after receiving explicit permission from the Township and will be billed on the basis of hourly fee rates plus reimbursable expenses in accordance with the enclosed Billing Rate Schedule.

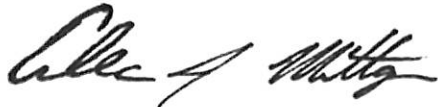
Crew will bill the Township for Professional Engineering Services on a monthly basis. For lump-sum services, billing will be based on the percentage of work completed and a synopsis of the project status will be provided. For services provided on the basis of hourly fee rates plus reimbursable expenses, the billing will reflect the time expended by Crew personnel assigned to the project, subconsultant fees, reimbursable expenses, and a brief description of the services provided. Also enclosed are Crew's State of New Jersey Business Registration Certificate, a sample Certificate of Liability Insurance, and our Standard Terms and Conditions, which, together with the Billing Rate Schedule, are integral parts of this Proposal.

The return of a signed copy of this Proposal will confirm the Township's acceptance of the Proposal and authorization to Crew to proceed with the work.

Crew appreciates the opportunity of presenting this Proposal to the Township, and we look forward to being of service on this project. Please advise us if you need additional information or require clarification of this Proposal.

Very truly yours,

CREW ENGINEERS, INC.



Alec J. Mittiga, P.E.

Enclosure

N:\PROPOSALS\West Orange\IP2672 - Decommission of Korwel PS for New Grav Main\IP2672.docx

The Township of West Orange hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. The Township of West Orange authorizes Crew Engineers, Inc. to commence the services upon receipt of an executed copy of this letter. The Township of West Orange and Crew Engineers, Inc. agree that this letter, together with the listed enclosures, constitutes the entire agreement between the Township of West Orange and Crew Engineers, Inc. relating to the project.

ACCEPTED

Township of West Orange
West Orange, NJ

By: _____
Typed Name and Title

Dated: _____

Signature

**CREW ENGINEERS, INC.
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

General Description	Hourly Billing Rates
Principal	\$190
Senior Project Manager	\$175
Project Manager	\$165
Senior Project Engineer	\$150
Project Engineer/Project Scientist	\$140
Chief Surveyor/Chief Project Technician/Senior Designer	\$125
Engineer/Scientist	\$120
Construction Observer/Field Technician	\$85
CADD Operator/Draftsperson/Engineering Technician	\$85
Technical Support/Technical Typist	\$60

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

4. DELAYS. If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

9. INSURANCE. Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. INDEMNITIES. To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2021

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

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

PRODUCER Risk Strategies Company 80 West Century Road, Suite 301 Paramus, NJ 07652	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 201-837-1100	
INSURED Crew Engineers, Inc. 1250 Route 23 North Butler NJ 07405	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Indemnity Company of CT	
	INSURER B : Charter Oak Fire Insurance Company	
	INSURER C : Travelers Property Casualty Co of Amer	
	INSURER D : Travelers Indemnity Co of America	
INSURER E : XL Specialty Insurance Company		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 65097632

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			680-4H600532	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BA-1R779330	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			CUP-7687Y853	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB-9N61163A	11/17/2021	11/17/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			DPR9986370	12/4/2021	12/4/2022	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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ACORD 25 (2016/03)

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STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

CREW ENGINEERS, INC.

TAXPAYER IDENTIFICATION#

223-402-769/000

ADDRESS

**1250 ROUTE 23 N
BUTLER NJ 07405**

EFFECTIVE DATE:

10/10/95

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0098335

ISSUANCE DATE:

09/19/01

Patricia A. Chiacchis

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



October 27, 2022

Via Electronic Mail (llepore@westorange.org) and Regular Mail

Township of West Orange
Department of Public Works
25 Lakeside Avenue
West Orange, New Jersey 07052

Attn.: Leonard R. Lepore, Municipal Engineer
Director of Public Works

Re.: Township of West Orange, County of Essex, State of New Jersey
Professional Land Surveying & Civil Engineering Services
Decommission of Korwel Pump Station for New Gravity Sewer Main
Survey, Engineering, & Construction Administration Services
Our File No.: Proposal SCE-P09989.021

Dear Mr. Lepore:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following proposal for Professional Land Surveying and Civil Engineering services to the Township of West Orange (Township) for the Decommissioning of the Korwel Pump Station for New Gravity Sewer Main project. SCE has thoroughly reviewed the request for proposal dated October 12, 2022 and the provided information regarding the project.

It is understood the Township is requesting proposals from firms that are capable of conducting and preparing the necessary locations, survey maps, easements, legal descriptions, permitting, and engineering plans for the decommission of Korwel Pump Station. SCE has worked on various pump station decommissioning projects for public Clients including: United States Postal Service Facility Sewer Station Relocation; Woodbine Developmental Center Wastewater Treatment Plant (WWTP) Decommissioning in the County of Cape May; North Jersey Developmental Center WWTP Decommissioning in the County of Passaic; Skyview Pumping Station for the Township of Roxbury; Den Brook Interceptor and Pump Station for the Township of Randolph; and the Voorhis Lane Lift Station for the City of Hackensack.

All plans, specifications, and bid documents will be in conformance with the latest New Jersey Department of Transportation (NJDOT) specifications. All land surveying services will be performed under the direct supervision of a State of New Jersey licensed Professional Land Surveyor (PLS), and all engineering services for this project will be overseen by a State of New Jersey licensed Professional Engineer (PE).

Our scope of services for this project is further outlined below.

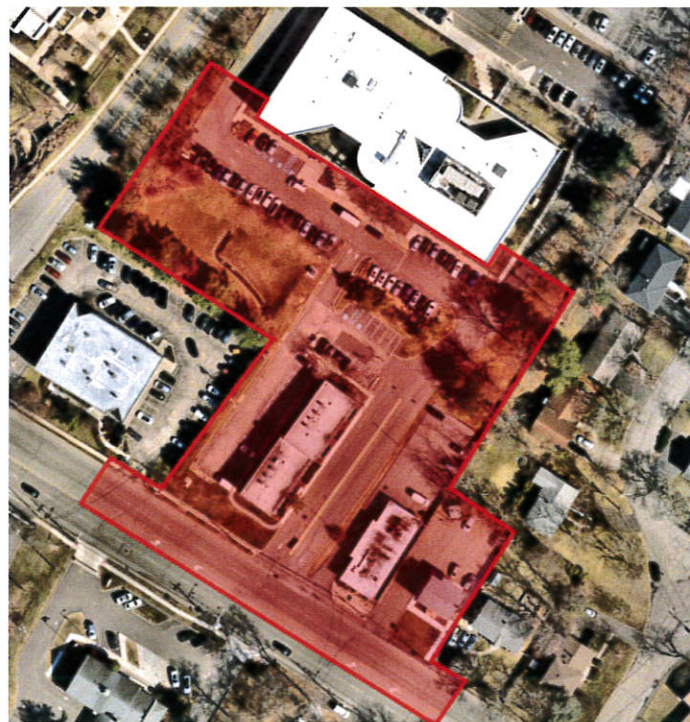
Scope of Services

1. Land Surveying Services

SCE will perform a Boundary & Topographic Survey of Lots 14, 14.01, 59.01, and 59 in the Township, including all utilities for decommissioning the pump station and to construct the proposed gravity sewer main. The following will be included:

- Coordination and preparation of temporary construction easements as necessary for the proposed gravity sewer main.
- Legal descriptions for temporary construction easements.
- Coordination and preparation of permanent sanitary sewer easements as necessary for the proposed gravity sewer main.
- Legal descriptions for permanent easements.
- Benchmark(s) (minimum of three (3)) to be set for future use.
- Existing conditions/Survey Control plan.
- Coordination of utility markouts with the Township.

It is anticipated a full Boundary & Topographic Survey of Lot 14 is necessary and only the affected area in front of the lot identified below will be surveyed as part of this project.



Proposed Survey Limits



Task I: Records Research & Deed Plotting Analysis

It is our understanding that SCE will not be provided with a title report(s) of the lot in question. SCE will gather additional records information such as, but not limited to; record adjoining owner deeds, present owner deed, tax map(s), filed map(s), copy of title search (if Township can provide), previous survey(s), and any other documents to assist in preparation of actual field instrument survey. This information will be analyzed and plotted in AutoCAD for verification of all mathematical courses and any possible gores or overlaps written in record title documents. Any/all record boundary lines and easements will be illustrated on the Survey.

Task II: Field Survey

SCE's in-house survey crew personnel will be mobilized to the site and will utilize state-of-the-art survey equipment including, but not limited to GPS and robotic stations to conduct site survey of the property in question. Field Survey will include the measurement and field locating of all site improvements and any/all existing boundary evidence (iron pins, pipes, monuments, etc.) found on site. SCE will perform all work within New Jersey State Plane Coordinate System (NAD-83(2011) / NAVD-88).

On-site and off-site utilities will be investigated as readily accessible based on the project site conditions. It is the responsibility of the Owner, prior to SCE mobilizing, to ensure all relevant utility structures can be opened and are clear of any debris to obtain necessary measurements within the structures. SCE will make a reasonable attempt to access each structure within the project limits during the field survey, and if any issues are encountered, they will be noted accordingly on the survey.

Task III: Boundary & Topographic Survey Deliverable

SCE will download all collected data and place in AutoCAD for preparation of mapping. The Boundary & Topographic Survey will be prepared and drafted at an appropriate scale showing all collected field data, including any/all improvements within project area, and found boundary evidence shown with its relationship to the actual boundary lines. Topography will be depicted at 1-foot contour intervals with appropriate spot grade elevations. SCE will depict the location of underground utilities within the project area based on existing markout as well as the visible surface structures and review of previously available mapping provided to SCE. All available utility information shall be identified and noted at both surface and subsurface level. SCE will utilize AutoCAD Civil 3D design software to map and model the existing conditions of the site.

The Boundary & Topographic Survey will be prepared in accordance with N.J.A.C. 13:40-5.1 "Land Surveyors; Preparation of Land Surveys". Deliverable for this Boundary & Topographic Survey prepared at an appropriate scale to depict the site improvements.

It should be noted that when Boundary Survey services are provided, the cost of the research and the subsequent field and office tasks assume that the available data is relatively accurate and error free. It is difficult to evaluate the accuracy of the data



until well into the processing and analytical portion of the survey. If substantial errors are discovered at this stage, the Township will be notified, and a course of action will need to be agreed upon prior to finalizing the finished product.

Set Missing Corner Markers (NOT INCLUDED)

When a survey is performed, all boundary or corner markers delineating the property surveyed, found or set, must be described on the plat of survey (N.J.A.C. 13:40-5.1). In accordance with N.J.A.C. 13:40-5.2, the "ultimate user" has the right to waive this service by signing the attached corner marker waiver form. By signing this document, the ultimate user understands that there may possibly be the need of a future survey as a result of physical improvements to the property and/or the potential inability of the ultimate user to identify the boundary of the property.

It is anticipated the Township will execute a Corner Marker Waiver, and the setting of missing corner markers is specifically excluded from the scope herein.

2. Civil Engineering Services

SCE will perform and provide the following services as part of this phase:

- Design for decommissioning the existing pump house/station and replace with 8-inch diameter sanitary trunk sewer.
- Prepare Treatment Works Application (TWA) application for permit to construct and operate the proposed sewer main. The decommissioning of the pump station will be included under this permit.
- Design and prepare contract drawings for decommissioning the pump station and construction of new sanitary sewer main.
- Prepare an application for the Hudson-Essex-Passaic Soil Conservation District (HEPSCD), as the project will result in a land disturbance of more than 5,000 square feet.
- Coordinate with property Owner at Lot 14 for tying existing pressure line to propose gravity sewer main.
- Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Profiles, Soil Erosion and Sediment Control Plan and Details, and Construction Details.
- Hold four (4) meetings with the Township Officials for Kickoff, Coordination with other parties involved as necessary, Preliminary Design, and Final Design.
- Furnish Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws.
- Bidding documents (plans and specifications) will be part of the deliverables to the Township via AutoCAD, hard copy, and PDF files.
- SCE is prepared to advance two (2) soil borings to a depth of approximately 25-feet below grade to obtain the necessary sub-surface soil conditions.



3. Construction Administration Services

SCE is prepared to provide the following construction administration services for this project, if authorized by the Township:

- Pre-construction kickoff meeting coordination.
- Prepare pre-construction meeting agenda and chair meeting. Minutes will be prepared.
- Review shop drawings.
- Address request for information (RFI's).
- Construction Stakeout.
- Provide on-site construction observation during all critical phases of the work.
- Advise Township on project progress.
- Review all Contractor payment requests and make recommendations to Township for payment.
- Provide for punch-list inspection of the work.
- Final closeout of project.
- Make recommendations to Township for acceptance of the work and certification of completion.

- Full-Time Construction Observation - 400 Hours
A full-time Senior Resident Observer will be onsite daily to assure Contractor compliance and quality assurance, such as the use of specified materials and their proper application, and make all appropriate observations and prepare documentation with respect to contract compliance. The observations made by the Senior Resident Observer, in addition to those made by the Project Engineer during his periodic inspections, will also be utilized during review of Contractor invoices.

- Daily Inspection Reports
SCE Senior Resident Observer will prepare and maintain daily inspection reports detailing the work and pay items performed.

- Prepare Closeout Punchlist
At the end of construction activities, SCE will prepare a punchlist of any remaining items to be constructed or restored. The punchlist will be maintained until the entire scope of the project and restoration has been completed to the satisfaction of the Owner and any authorities having jurisdiction.

Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with



the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.

Fee Proposal

SCE proposes to provide the above referenced scope of services for the following fees. Invoicing for this project will summarize services provided in accordance with the Phase Level fee limits indicated below.

1. Land Surveying Services	Lump Sum Fee	\$ 34,000
2. <u>Civil Engineering Services</u>	Lump Sum Fee	\$ 55,600 *
	SUB-TOTAL FEE	\$ 89,600
3. Construction Administration Services	Lump Sum Fee	\$ 72,700

**Includes twenty (20) Sets of Plans & Specifications including bid documents and contract agreements (\$75 per set).*

Project Schedule

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal or purchase order. Below is the anticipated schedule:

Land Surveying: Survey work completed seven (7) Weeks from Authorization to Proceed (ATP).

Civil Engineering: Approved Permits anticipated twenty (20) weeks from ATP.

Construction Administration: Construction completion fifty-two (52) weeks from ATP*.

**This schedule does not anticipate extensive easement negotiations.*

Services Not Included Unless Authorized

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- Permit Application fees.
- Additional Surveying Services other than specified.
- Owner initiated changes.
- Excavation and boring equipment services and restoration.
- Soil testing and analysis.
- Traffic studies.
- Review agency required revisions.



Fee Structure

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$165/hour
- Senior Project Manager \$163/hour
- Project Manager \$160/hour
- Senior Project Licensed Professional \$155/hour
- Project Licensed Professional \$150/hour
- Licensed Professional \$140/hour
- Senior Project Coordinator \$155/hour
- Project Coordinator \$150/hour
- Senior Designer/Senior Survey Analyst \$130/hour
- Designer/Survey Analyst \$125/hour
- Senior Environmental Scientist \$130/hour
- Environmental Scientist \$125/hour
- Senior Project GIS Analyst \$145/hour
- Project GIS Analyst \$135/hour
- GIS Analyst \$130/hour
- Senior GIS Technician \$118/hour
- GIS Technician \$108/hour
- Senior GIS Project Coordinator \$135/hour
- GIS Project Coordinator \$130/hour
- Senior Inspector \$120/hour
- Inspector \$108/hour
- Senior Technician \$113/hour
- Technician \$103/hour
- Project Administrator \$120/hour
- Administrative Support \$65/hour
- Equipment Unit Cost
 - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
 - Robotic/LiDAR \$50/hour
 - GPS \$25/hour
- LSRP (Licensed Site Remediation Professional) Services Unit Cost
 - For any environmental services requiring LSRP oversight and certification, a \$25/hour unit cost will be included in addition to the hourly rate for roles above.



- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

Standard Contract Terms & Conditions

In accordance with the above information, Client agrees to the following:

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint



or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts, or should the bid process fail to result in a successful contract award requiring the need to rebid the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no



control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services



performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P09989.021) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

SUBURBAN CONSULTING ENGINEERS, INC.

By: 
Andrew S. Holt, PE, PP, CME, Executive Vice President

Accepted this _____ Day of _____ 20____

By: _____

_____ (Printed Name & Title)

Enclosures

**Corner Marker Waiver
Proof of Insurance**



CORNER MARKER WAIVER

TO: Joseph D. Phil, PLS, PP
SUBURBAN CONSULTING ENGINEERS, INC.
96 U.S. Highway 206, Suite 101
Flanders, New Jersey 07836
(973) 398-1776

FROM: _____
Name, address and telephone number of ultimate user

RE: **Korwel Pump Station, West Orange**
Property (Lot and block number, municipality or other identifier)

This is to advise that I have been made aware of my right to have corner markers set as part of a survey to be performed on the aforementioned property. In addition, I have been made aware of the potential impact of signing the waiver including: (1) the possible need for a future survey as a result of physical improvements to the property, such as a fence, addition, deck, pool or shed, and (2) the potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my property.

The right to have corner markers set is hereby waived, and you are directed to perform the land survey without the setting of corner markers as provided by the regulation (N.J.A.C. 13:40-5.2) of the State Board of Professional Engineers and Land Surveyors.

Ultimate User's Signature

Name of User (Typed or Printed)

Date: _____

Address of Witness:

Witness' Signature

Name of Witness (Typed or Printed)

Date: _____



I hereby Certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
2. Reviewed the waiver to ensure it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
3. Performed a physical measurement of the property.

Joseph D. Phil, PLS, PP
24GS04336300

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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

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

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Tina Taran	FAX (A/C, No): 973-377-4614	
	PHONE (A/C, No, Ext): 973-377-7000	E-MAIL ADDRESS: tinat@dalegroup.com	
INSURED Suburban Consulting Eng. Inc. 96 Hwy RT 206 Suite 101 Flanders NJ 07836	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : National Fire & Marine Insurance Company		20079
	INSURER C : Valley Forge Insurance Company		20508
	INSURER D : Continental Insurance Company Of New Jersey		42625
	INSURER E : HSB Specialty Insurance Company		14438
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1784385551**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2022	2/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	Y	Y	7018338493	2/24/2022	2/24/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N N / A			7018333715	2/24/2022	2/24/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH004316497	2/24/2022	2/24/2023	Claim/Occurrence \$5,000,000
D	Pollution Liability			AEH004316497	2/24/2022	2/24/2023	Aggregate \$5,000,000
E	Cyber Liability			660757102	2/24/2022	2/24/2023	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TOWNSHIP OF WEST ORANGE

25 Lakeside Avenue, West Orange, New Jersey 07052

DEPARTMENT OF PUBLIC WORKS

Engineering Division

ROBERT PARISI
MAYOR

LEONARD R. LEPORE
Municipal Engineer
Director of Public Works

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

October 12, 2022

Andrew Cangiano
Greenman-Pedersen, Inc.
301 Gibraltar Drive, Suite 2A
Morris Plains, NJ, 07950

RE: **REQUEST FOR PROPOSALS**
PROFESSIONAL ENGINEERING AND
LAND SURVEYING SERVICES FOR:
DECOMMISSION OF KORWEL PUMP STATION
FOR NEW GRAVITY SEWER MAIN

Dear Mr. Cangiano,

The Engineering Division of the Department of Public Works for the Township of West Orange requests proposals from firms providing Engineering and Land Surveying Services, which are capable of conducting and preparing the necessary locations, survey maps, easements, legal descriptions, permitting and engineering plans for the decommission of Korwel Pump Station. The following professional services are required for the proposed improvements:

1. Land Surveying Services:

- A. Boundary and Topographic Survey for lots 14, 14.01, 59.01 and 59 in Block including utilities for decommissioning pump station and to construct propose gravity sewer main;
- B. Establish horizontal control based on North American Datum 1983 (New Jersey State Plane Coordinate System-NAD 83) and North American Vertical Datum 1988 (NAVD 88);
- C. Coordination and preparation of temporary construction easements as necessary for

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- the propose gravity sewer main;
- D. Legal descriptions for temporary construction easements;
- E. Coordination and prepare of permanent sanitary sewer easements as necessary for the propose gravity sewer main;
- F. Legal descriptions for permanent easements;
- G. Benchmark(s) (min. of 3) to be set for future use;
- H. Existing conditions/Survey Control plan;
- I. Coordinate utility markouts;

As part of the deliverables, an electronic AutoCAD file of the Boundary and Topographic Survey is to be provided to our Engineering Division.

2. Civil Engineering Services:

- A. Design for decommissioning the existing pump house/station and replace with 8-inch diameter sanitary trunk sewer;
- B. Prepare Treatment Works Application (TWA) application for permit to construct and operate the proposed sewer main and the decommissioning of the pump station is to be included under that permit;
- C. Design and prepare contract drawings for decommissioning the pump station and construction of new sanitary sewer main;
- D. Prepare an application for the Hudson-Essex-Passaic Soil Conservation District (HEPSCD) since the project will result in a land disturbance of more than 5,000 square feet;
- E. Coordination with property owner at Lot 14 for tying existing pressure line to propose gravity sewer main;
- F. Plan Set to include but not limited to Cover Sheet, Existing Conditions/Survey Control Plan, Demolition Plan, Construction Plan, Grading and Utility Plan, Profiles, Soil Erosion and Sediment Control Plan and Details, and Construction Details;
- G. Include four (4) meetings with the Township Officials for Kickoff, Coordination with other parties involved as necessary, Preliminary Design, and Final Design;
- H. Bid Package that includes bid set of plans and construction specifications in accordance with public bidding laws;
- I. Bidding documents (plans and specifications) are to be part of the deliverables to the Township via AutoCAD, hard copy and PDF files.

3. Construction Administration Services:

Provide separate lump sum cost for construction administration services based on full-time inspection.

Construction Plans and Tax Map for the proposed improvements are enclosed.

The cost of services shall be for professional engineering and land surveying services for the complete scope of the work including labor and materials for providing deliverables such as maps,

easements, AutoCAD format file and a complete design and bid package including cost estimates, plans, specifications and bid documents (twenty copies) for bidding purposes including detour plans. All plan specifications and bid documents shall be in conformance with the latest New Jersey Department of Transportation specifications. Proposals shall be on a lump sum basis. Hourly rates shall be submitted with all proposals for any additional work.

It is the intent of this office to conduct the scope of services by Winter 2023. Proposals shall be submitted in writing on or before 10:00 A.M. Thursday, October 27th, 2022 to the Department of Public Works, 25 Lakeside Avenue, West Orange, NJ 07052 and shall include a specified completion date or number of days required for completion of the work after approval is granted to proceed. Also, evidence of proper insurance shall be submitted for approval by the Township Attorney.

Very Truly yours,

Leonard R. Lepore

Leonard R. Lepore, Municipal Engineer
Director of Public Works

LRL/zyc

R E S O L U T I O N

WHEREAS, Public Works Supervisor, Louis Reynolds advised the Public Works Director and Municipal Engineer, Leonard R. Lepore, that the spillway on the West Fork, East Branch of the Rahway River is in danger of collapsing and needs immediate repair; and

WHEREAS, Supervisor Reynolds obtained a proposal dated October 25, 2022 from Grabowski Construction Inc. of 770 Northfield Avenue to reconstruct the spillway and construct an emergency access roadway; and

WHEREAS, the cost of the work is estimated to be \$49,810.00 with exclusions; and

WHEREAS, the Municipal Engineer pursuant to N.J.S.A. 40A:11.6a notified the Purchasing Agent, Paula Reynolds, on November 1, 2022 of the need to perform emergency construction on the spillway; and

WHEREAS, the Municipal Engineer advised the Purchasing Agent that the estimated cost with exclusions and contingencies is \$65,000.00 or \$15,190.00 more than the proposal; and

WHEREAS, the Municipal Engineer by letter dated November 1, 2022 recommends paying the cost of this emergency work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount up to \$65,000.00 is authorized to pay Grabowski Construction for emergency spillway reconstruction adjacent to Glen Road on the West Fork, East Branch of the Rahway River.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Susan McCartney, Council President

Adopted: November 22, 2022

I certify funds are available for this work

Account No. 12-6730-00-0150

\$65,000.00

Property Escrow Future Improvements

John O. Gross, Chief Financial Officer



TOWNSHIP OF WEST ORANGE

25 LAKESIDE AVENUE, WEST ORANGE, N.J. 07052

DEPARTMENT OF PUBLIC WORKS

ROBERT D. PARISI

Mayor

Tel: (973) 325-4160

Fax: (973) 669-9588

Email: Engineering@westorange.org

LEONARD R. LEPORE

Director, Municipal Engineer

Memorandum

**TO: PAULA REYNOLDS
PURCHASING AGENT**

**FROM: LEONARD R. LEPORE, MUNICIPAL ENGINEER *LRL*
DIRECTOR OF PUBLIC WORKS**

DATE: NOVEMBER 1, 2022

**SUBJECT: EMERGENCY CONSTRUCTION CONTRACT
GLEN ROAD SPILLWAY**

Pursuant to N.J.S.A. 40A:11.6a, I am notifying you of the need to perform a contract of an emergency nature to immediately reconstruct a deteriorating spillway on the West Fork, East Branch of the Rahway River at Glen Road. The spillway will be reconstructed as per the attached proposal of Grabowski Construction, Inc. dated October 25, 2022. Not only will the spillway be reconstructed but an emergency accessway will be installed. The cost of the work as outlined is \$49,810.00, but it includes exclusions. I am requesting contingencies of \$15,190.00 for a total of \$65,000.00 for both the excluded items and any unexpected conditions. A Resolution will be prepared for the next Council meeting.

LRL/tb

Cc: John Gross

Lou Reynolds



CONSTRUCTION, INC.

770 Northfield Avenue
West Orange, New Jersey 07052

October 25, 2022

Office 973-731-0111
Fax 973-731-6709

Leonard Lepore, Municipal Engineer
Zayibeth Carballo, Assistant Municipal Engineer
Township of West Orange
25 Lakeside Ave
West Orange, NJ 07052

Re: Glen Road Spillway Revised Repair Price Request

Budget Estimate Only:

1. Mobilization and demobilization, \$5,000.00
2. One (1) tracking pad for driveway and access, \$2,500.00
3. Site clearing and tree removal within the slopes, upstream channel & exiting channel.
Site work & grading adjacent to exit channel stone concrete wall to reset grade to the top of the stone concrete wall elevation. Total - \$7,800.00
4. Construct rubble wall at bottom of existing slope
Reconstruct sanitary manhole as needed and reset existing manhole grate.
Reconstruct/repair concrete exiting channel
Repointing of stone concrete wall exiting channel & wing wall at headwall as needed.
Total - \$13,710.00
5. Reconstruct concrete apron for driveway including sidewalk and concrete limit extending 54 feet beyond sidewalk by 18 feet wide at a minimum of 8 inches thickness, \$20,800.00

Exclusions: due to chronic supply shortages of material
Slope stabilization
Vertical trash rack repair at bottom
3-1/2 foot high rail on top of wall
Replacement of deteriorated culvert pipe grate on top of trash rack

Submitted by,

Grabowski Construction, Inc

R E S O L U T I O N

WHEREAS, construction of a sanitary sewer on “upper” Mellon Avenue requires the immediate reconstruction of “upper” Mellon Avenue; and

WHEREAS, the Municipal Engineer obtained a proposal dated October 13, 2022 from Grabowski Construction Inc. of 770 Northfield Avenue, West Orange, NJ to grade and pave “upper” Mellon Avenue; and

WHEREAS, the cost of the work is estimated to be \$40,317.00 without contingencies; and

WHEREAS, the Municipal Engineer pursuant to N.J.S.A.40A:11.6a notified the Purchasing Agent, Paula Reynolds, on November 1, 2022 of the need to perform emergency paving of “upper” Mellon Avenue; and

WHEREAS, the Municipal Engineer advised the Purchasing Agent that the estimated cost with contingencies is \$50,000.00 or \$9,683.00 more than the proposal; and

WHEREAS, the Municipal Engineer by letter dated November 1, 2022 recommends paying the cost of this emergency work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that an emergency appropriation in the amount up to \$50,000.00 is authorized to pay Grabowski Construction to pave “upper” Mellon Avenue.

BE IT FURTHER RESOLVED that this work was performed pursuant to the provisions of the Local Public Contracts Law, Emergency Contracts, N.J.S.A. 40A:11-6 as the work was required to protect public health and welfare.

**Karen J. Carnevale, RMC,
Municipal Clerk**

Susan McCartney, Council President

Adopted: November 22, 2022

I certify funds are available for this work

Account No. 12-6730-00-0150

\$50,000.00

Property Escrow Future Improvements

John O. Gross, Chief Financial Officer

297-22
November 22, 2022

**RESOLUTION AWARDING CONTRACT FOR SNOW REMOVAL SERVICES FROM
SIDEWALKS, PATHS, et.al. WITH TWO (2), ONE (1) YEAR OPTIONS for 2022-2023**

WHEREAS, the Township of West Orange has advertised for bids, pursuant to the New Jersey Local Public Contracts Law (N.J.S.A.40A:11-1) for Snow Removal Services form Sidewalks, Paths, Crosswalks, Bus Shelters and Stops within the Township for 2022-2023 with Two (2), One (1) Year Options, due on October 18, 2022;

WHEREAS, at the date and time the bids were due, the Township received bids from one contractor; and

WHEREAS, the West Orange Department of Public Works has reviewed the bid received and has recommended that the bidder be awarded the contract for both Option 1, which includes the Northeast and Northwest quadrants of the Township, and Option 2, which includes the Southeast and Southwest quadrants of the Township; and

WHEREAS, this bidder has provided three (3) Snowplow Trucks for the Township plowing in two (2) snow routes before, and performed this work competently and as required.;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a one-year service contract with an option for up to two additional one-year periods for Snow Removal Services for the year(s) 2022-2023 be awarded to:

**AMERICAN ASPHALT & TRUCKING, LLC
818 SUMMER AVENUE
NEWARK, N.J. 07014**

in an amount not to exceed \$60,000.00.

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

Susan McCartney
Council President

Adopted: November 22, 2022

I hereby certify funds are available from:
Account: 01-2010-00-7502-113 (Salt, Chloride & Snow)
2022 not exceed the budget appropriation.
2023 amount subject to 20223 budget appropriation

John O. Gross, Chief Financial Officer

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the fourth quarter 2022 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2022 taxes.

Block	Lot	Qual	Name & Address	Amount
105	5	C0222	A Absolute Escrow Settlement 55 Essex Street Millburn, NJ 07041	\$3,478.62
110	2	C0603	Carol Garlin Akanno 603 Smith Manor Blvd West Orange, NJ 07052	\$2,284.09
155.22	42.01	C0148	A Absolute Escrow Settlement 55 Essex Street Millburn, NJ 07041	\$3,754.43
164	11	C0017	Joyce Hoffman 17 Colton Circle West Orange, NJ 07052	\$2,718.00
173.14	17		A Absolute Escrow Settlement 55 Essex Street Millburn, NJ 07041	\$3,885.52
TOTAL:				\$16,120.66

**Karen J. Carnevale, RMC,
Municipal Clerk**

Susan McCartney, Council President

Adopted: November 22, 2022

I certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

RESOLUTION

WHEREAS, for many years Montclair Golf Club (the Club”), located at 25 Prospect Avenue, West Orange, New Jersey 07052, has arranged for a small helicopter to land on the grounds of the Club to deliver Santa Claus to Club members and their guests in attendance for a holiday celebration; and

WHEREAS, this year’s annual Santa Claus event is scheduled for **Sunday, December 11, 2022** at approximately 11:00 a.m.; and

WHEREAS, Santa’s reindeer, Rudolph et al., are not available for the trip at this time of year as they must be well-rested in preparation for their big Christmas Eve event; and

WHEREAS, Santa Claus has again graciously managed to make arrangements to travel by small helicopter to attend the Club’s annual holiday celebration; and

WHEREAS, the New Jersey Department of Transportation, Division of Aeronautics, Inspection & Aircraft Operation, not wanting to be Scrooge-like, does permit and has in the past permitted helicopter landings such as these on country club property when approved pursuant to its application process; and

WHEREAS, Dennis Lever, the helicopter pilot and agent for the Club, will prepare the required Application for Temporary Aeronautical Facility License for submission to the New Jersey Department of Transportation, and which must be accompanied by, among other documents and things which the Club will provide, a “letter, statement, or certificate from the appropriate governing body which states there is no objection to the issuance of a temporary license (mandatory for all temps)”; and

WHEREAS, for this event, the appropriate body is the Township Council of the Township of West Orange; and

NOW, BE IT HEREBY RESOLVED, that the Township Council of the Township of West Orange, does and hereby states that it has no objection to the issuance of a Temporary Aeronautical Facility License to Montclair Golf Club, located at 25 Prospect Avenue, West Orange, NJ 07052, for the purpose of permitting transportation and delivery of Santa Claus to the Club at approximately 11:00 a.m.,

on **Sunday, December 11, 2022**, for participation in the Club's traditional Christmas celebration; and it is further

RESOLVED, that this Resolution shall be made available in the Clerk's office for reasonable inspection in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: November 22, 2022

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

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment for the third quarter 2022 taxes;

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2022 taxes.

Block	Lot	Name & Address	Amount
176.09	9	PHH Mortgage 1 Mortgage Way Mount Laurel, NJ 08054	\$1,400.00
		TOTAL:	\$1,400.00

**Karen J. Carnevale, RMC,
Municipal Clerk**

Susan McCartney, Council President

Adopted: November 22, 2022

I certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

R E S O L U T I O N

WHEREAS, by Resolution No. 240-20 dated November 24, 2020, the Township Council awarded the Contract Degnan Park Baseball Field Improvement to Zenith Construction Services, Inc., 365 Thomas Boulevard, Orange, NJ 07050 in the amount of \$413,000.00;

WHEREAS, the work under this contract included general civil site work to prepare the field for the installation of the artificial turf; and

WHEREAS, the Municipal Engineer desired to remediate unsuitable base soils to support equipment to place the artificial turf field; and

WHEREAS, by Resolution No. 184-21 dated July 13, 2021 the Township Council approved Change Order No. 1 in the amount of \$80,000.00; and

WHEREAS, the Municipal Engineer by letter dated November 7, 2022 recommends additional funding for Change Order No. 2 and Final in the amount of \$5,503.14 which reflects the final as built quantities to perform the final remediation of the poor soils in the outfield that would not support construction equipment; and

WHEREAS, sufficient funds exist for this additional work; and

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Change Order No. 2 and Final for the project Degnan Park Baseball Field Improvements with Zenith Construction Services, Inc., 365 Thomas Boulevard, Orange, NJ 07050 be approved in the amount of \$5,503.14 and with Change Order No. 1 in the amount \$80,000.00 which represents a 20.7 percent increase in the original contract amount of \$413,000.00 is hereby approved bringing the final adjusted contract amount to \$498,503.14.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted:

I hereby certify funds are available

ACCT NO. 03-2661-21-0400-120
2020 Capital Budget
Outdoor Facilities
\$5,503.14

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, by Resolution No. 315-21 dated December 14, 2021, the Township Council awarded the Contract MA-2020 Arverne Road, Crestmont Road (portion) and Westover Terrace (portion) Improvement project to Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110 in the amount of \$873,652.41; and

WHEREAS, the work under this contract included street improvements consisting predominantly of asphalt pavement milling and resurfacing, curb replacement, driveway aprons, ADA accessible curb ramps and minor drainage improvements to three (3) Municipal Streets or parts thereof; and

WHEREAS, supplemental items were needed in the contract for drainage improvements; and

WHEREAS, the asphalt cement and fuel price index are escalating at a high percentage since the project was awarded; and

WHEREAS, the Municipal Engineer by letter dated June 8, 2022 recommended additional funding in the amount of \$159,266.83 to complete the work; and

WHEREAS, by Resolution No. 154-22 dated June 14, 2022 the Township Council approved Change Order No. 1; and

WHEREAS, by letter dated July 8, 2022, the Municipal Engineer recommended approval of the Final Accounting of As Built Quantities for this project in the amount of \$44,515.18 or a 4.31 percent increase over the previously authorized amount; and

WHEREAS, by Resolution 191-22 dated July 19, 2022, the Township Council approved the Final Accounting of As Built Quantities for a total increase of \$203,782.01 or 23.33 percent bringing the total contract amount to \$1,077,434.42; and

WHEREAS, the Municipal Engineer by letter dated November 15, 2022 recommends additional Change Order No. 3 and Final in the amount of -\$195.00 which reflects the final As Built Quantities bringing the final contract amount to \$1,077,239.42 or 23.30 percent increases over the original contract amount;

WHEREAS, the Township Council concurs in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the Change Order No. 3 and Final for the project MA-2020 Arverne Road, Crestmont Road (portion) and Westover Terrace (portion) Improvement Project with Cifelli & Son General Contracting, 81 Franklin Avenue, Nutley, NJ 07110

in the amount of -\$195.00 resulting in a final total increase of \$203,587.01 or a 23.30 percent increase down from \$203,782.01 or 23.33 percent increase over the original contract award amount of \$873,652.41.

BE IT FURTHER RESOLVED that the Municipal Engineer is authorized to execute the Change

Order on behalf of the Township of West Orange.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted:

I hereby certify funds are available

ACCT NO.

John Gross, Chief Financial Officer

RESOLUTION

WHEREAS, 44 Washington Street WO, LLC pursuant to their Planning Board approval for Block 118, Lot 40 known as 44 Washington Street posted a Performance Bond No. B1224391 issued by Selective Insurance Company of America in the amount of \$280,705.00; and

WHEREAS, by Deed recorded with the Essex County Register on March 15, 2022, 44 Washington Street WO, LLC conveyed their fee interest in Block 118, Lot 40 to Zekrob Properties, Inc.;

WHEREAS, Zekob Properties posted a performance Bond in the amount of \$280,705.00 to satisfy the Planning Board approval of May 1, 2019; and

WHEREAS, the Performance Bond of 44 Washington Street WO, LLC may be released; and

WHEREAS, the Municipal Engineer and Township Council concur in the foregoing.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that Bond No. B1224391 issued by Selective Insurance Company of America in the amount of \$280,705.00 be released.

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution sent by Certified Mail to 44 Washington Street WO, LLC c/o Lawrence Cutalo, O'Toole Scrivo, 14 Village Park Road, Cedar Grove, NJ 07009.

Karen J. Carnevale, RMC, Municipal Clerk

Susan McCartney, Council President

Adopted:

ESSEX COUNTY COMMUNITY DEVELOPMENT**2022****RESOLUTION**

WHEREAS, the Township of West Orange is one of the municipalities of Essex County that must appoint two (2) Community Development representatives to the Essex County Division of Housing and Community Development; and

WHEREAS, the Mayor has recommended the appointment of Zayibeth Carballo and James A. Williams as Community Development representatives from the Township of West Orange; and

WHEREAS, the Council is in agreement with the recommendation of the Mayor.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of West Orange that Zayibeth Carballo and James A. Williams be and they are hereby appointed as the Township of West Orange Community Development representatives to the Essex County Division of Housing and Community Development for the year 2022.

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

Susan McCartney, Council President

Adopted:

305-22
November 22, 2022

RESOLUTION AUTHORIZING AN AGREEMENT WITH DELTA DENTAL OF NEW JERSEY, INC. FOR EMPLOYEE DENTAL INSURANCE COVERAGE FOR 2023

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Dental Insurance (the "Agreement") with Delta Dental of New Jersey, Inc. ("Delta"); and

WHEREAS, the Township seeks to renew the Agreement with Delta for a one-year term (the "Term") from January 1, 2023 through December 31, 2023 (the "Amendment"); and

WHEREAS, the monthly guaranteed rates for the Term are set forth in the Amendment, annexed hereto as Attachment "A;"

WHEREAS, the Mayor has recused himself from the award of this Agreement, including the execution of any documents related to this Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Agreement, at the guaranteed rates set forth therein; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer be and is hereby authorized to execute all documents necessary to effectuate the Agreement; and

BE IT FURTHER RESOLVED that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: November 22, 2022

306-22
November 22, 2022

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MERITIAN HEALTH FOR
EMPLOYEE MEDICAL COVERAGE THIRD PARTY ADMINISTRATION SERVICES**

WHEREAS, on or about February 5, 2019, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract as the Third-Party Administrator ("TPA") for the Township's Limited Self-Insured Health Benefit Program (the "Agreement") with Meritain Health, 300 Corporate Parkway, Amherst, New York, 14226. ("Meritain"); and

WHEREAS, the Township seeks to renew the Agreement with Meritain for a two-year term (the "Term") from January 1, 2023 through December 31, 2024 (the "Amendment"); and

WHEREAS, the monthly guaranteed rates for the Term are set forth in the Amendment, annexed hereto as Attachment "A;"

WHEREAS, the Mayor has recused himself from the renewal of the Agreement, including the execution of any documents related to the renewal of the Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Amendment, at the guaranteed rates set forth therein; and be it further

RESOLVED, that the Chief Financial Officer be and is hereby authorized to execute all documents necessary to effectuate the Amendment; and be it further

RESOLVED that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: November 22, 2022

307-22

November 22, 2022

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BENECARD SERVICES, INC. FOR
EMPLOYEE PRESCRIPTION INSURANCE COVERAGE FOR 2023**

WHEREAS, on or about September 17, 2013, the Township of West Orange Council authorized the Township of West Orange (the "Township") to enter into a Contract for Employee Prescription Drug Insurance (the "Agreement") with Benecard Services, Inc. ("Benecard"); and

WHEREAS, the Township seeks to renew the Agreement with Benecard for a one-year term (the "Term") from January 1, 2023 through December 31, 2023 (the "Amendment"); and

WHEREAS, the monthly guaranteed rates for the Term are set forth in the Amendment, annexed hereto as Attachment "A;"

WHEREAS, the Mayor has recused himself from the award of this Agreement, including the execution of any documents related to this Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Agreement, at the guaranteed rates set forth therein; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer be and is hereby authorized to execute all documents necessary to effectuate the Agreement; and

BE IT FURTHER RESOLVED that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: November 22, 2022

308-22

November 22, 2022

**RESOLUTION AUTHORIZING AN AGREEMENT WITH LIBERTY MUTUAL INSURANCE
COMPANY FOR STOP LOSS COVERAGE FOR 2023**

WHEREAS, the Township of West Orange's Insurance Broker solicited offers and proposals for Stop Loss Coverage for the Township's 2023 Health Insurance Coverage; and

WHEREAS, the Township's Chief Financial Officer recommends the proposal submitted by Liberty Mutual Insurance Company, annexed hereto; and

WHEREAS, the Mayor has recused himself from the award of this Agreement, including the execution of any documents related to this Agreement.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Township shall and hereby does authorize the Agreement, at the guaranteed rates set forth therein; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer be and is hereby authorized to execute all documents necessary to effectuate the Agreement; and

BE IT FURTHER RESOLVED that this Resolution shall be published and made available in the Clerk's Office for reasonable inspection in accordance with applicable law.

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

Susan McCartney
Council President

Adopted: November 22, 2022

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 **November 22, 2022** 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.
- ☒ 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 States.
- ☐ 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):

WO Fire Department Personnel

(the general subject matter(s) 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 November 22, 2022

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk
Adopted: November 22, 2022

Susan McCartney
Council President

**BY-LAWS
OF
DOWNTOWN WEST ORANGE ALLIANCE, INC.**

ARTICLE I

Name and Incorporation

Section 1. Name The name of the corporation is Downtown West Orange Alliance, Inc. It is hereafter referred to as the "Corporation" throughout these by-laws.

Section 2. Purposes The Corporation shall be a nonprofit corporation organized under the laws of the State of New Jersey and its purposes are exclusively charitable and educational as set forth in the Certificate of Incorporation.

Section 3. Location The principal offices of the Corporation shall be West Orange Town Hall, 66 Main Street, West Orange, NJ 07052, or such other location as the Trustees, from time to time, may determine.

ARTICLE II

Members

Section 1. Members The membership of the Corporation shall be as follows:

a. The owners of real property within the West Orange Special Improvement District (the "District") and subject to an annual assessment pursuant to West Orange Ordinance #1534-98, as amended. Each taxable property, as determined by the West Orange Tax Assessor's Office, when the annual assessment has been paid, shall be entitled to one (1) vote.

b. Persons who are legal tenants of property within the District subject to the assessment and who have paid the annual assessment shall be entitled to one (1) vote.

c. Any business or organization through a designated representative, or individual interested in supporting the purposes of the Corporation may become a nonvoting ex-officio member by filing an application in such form as prescribed by the Board of Trustees and, if applicable, paying such dues as the Board of Trustees may establish.

Section 2. Honorary Members The Corporation may establish such classes of "membership," such as contributing members or honorary members, as the Board sees fit, but such persons shall not have the rights of members under the New Jersey Nonprofit Corporation Act.

ARTICLE III

Board of Trustees

Section 1. Number The Board of Trustees (the "Board") shall consist of eleven (11) voting members as follows:

- a. One Township Council Member who shall be appointed by the majority vote of the Township Council;
- b. Each Council Member and the Mayor shall appoint a trustee who either lives in the Township, works in the District, or owns property in the Township. All terms and appointments shall run concurrent

with the appointing official. In the event the appointing official's term ends (through election, resignation, or otherwise), the trustee's term also shall terminate. The new Council Member or Mayor filling the appointing official's position shall appoint a new trustee. Notwithstanding anything to the contrary, no trustee's term shall exceed four (4) years; however, a trustee may be re-appointed for additional terms.

- c. Four persons who either live in the Township, work in the District, or own property in the Township, to be elected at the annual meeting by the Members, will be trustees. Except as hereafter provided, these persons shall be elected for four (4) year terms. Two persons initially elected shall be chosen randomly to serve a two-year term and the other two persons a three-year term.
- d. The Township Planner shall be a nonvoting liaison between the Planning Department and the Corporation.

Section 2. Powers The Board shall have all powers and authority necessary for the management of the business, property, and affairs of the Corporation, to do such lawful acts and things as it deems proper and appropriate to promote the purposes and objectives of the Corporation. The Board may delegate, as may be necessary from time to time, responsibility for such business, property, and affairs to its officers and trustees. The Board also may hire or retain an Executive Director to carry out the day to day business affairs of the Corporation. Such Executive Director shall carry out his or her responsibilities in accordance with the direction of the Board. The Executive Director may seek the advice of, but shall not be empowered to follow the direction of any individual Trustee(s), Officer(s), the Planning Director, Mayor, or Council member(s) without such direction first having been ratified by a majority of the Trustees.

Section 3 Appointment and Election The initial Board shall be constituted as set forth in Section 1 herein. All subsequent appointments and elections of Trustees shall be in accordance with Section 1 herein.

Section 4. Resignation and Removal A Trustee may resign by submitting his or her resignation in writing to the Chair of the Board. If the resigning Trustee is an appointment, the appointing official shall make a new appointment to fill the remaining term of the resigning Trustee. If the resigning Trustee is elected, the remaining three elected Trustees shall appoint a replacement who either lives in the Township, works in the District, or owns property in the Township to fill the vacancy of the resigning Trustee until the next Annual Meeting, at which time a new Trustee will be elected to fill the remaining term of the resigning Trustee. A Trustee may be removed with or without cause by affirmative vote of two-thirds of the entire Board. Speech or other conduct by a Trustee detrimental to the best interests of the Corporation may subject the Trustee to removal. Failure to attend a majority of the official meetings is cause for removal. A determination to seek removal shall be within the sole discretion of a simple majority of the entire Board. A Trustee whose removal is to be considered shall receive at least two weeks' written notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Section 5. Vacancies Vacancies among the Trustees shall be filled in accordance with the procedures set forth in Section 4 herein.

Section 6. Annual Meeting and Regular Meetings An annual meeting of the Members and the Board for the election, if any, of Trustees, and such other business as may come before the meeting shall be held in December each year upon not less than ten or more than sixty days' written notice of the time, place, and purposes of the meeting. An annual meeting of the Board immediately shall follow the annual meeting of the Members at the same place to elect (or re-elect) officers of the Executive Board and to take such other action as shall come before the meeting. The Board shall provide for additional regular meetings, to be held monthly, with such schedule prominently posted in Town Hall and published in the newspaper of record. Where required by law or ordinance, notices shall be published pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. .

Section 7. Special Meetings of the Board Special meetings of the Board for any purpose or purposes may be called at any time by the Chair or by any three Trustees. Such meetings of the Board shall be held on not less than two days' notice given personally or by telephone or electronically. Such notice shall specify the time and place of the meeting.

Section 8. Action Without Meeting The Board or any committee (as set forth in Article V herein) may act without a meeting if, prior or subsequent to such action, a simple majority of Trustees or committee members consent in writing to such action. Such written consents shall be filed with the minutes of the meeting.

Section 9. Meeting by Telephone & other Technology The Board or any committee (as set forth in Article V herein) may participate in a meeting of the Board or such committee, by means of a telephone conference call or any other means of communication by which all persons participating in the meeting are able to hear each other.

Section 10. Quorum A simple majority of the Trustees present at a meeting shall constitute a quorum of the Board for the transaction of business. The act of the majority of the Trustees at a meeting at which a quorum is present shall be the act of the Board (except, in the event the Board is voting on any amendment to these by-laws or the Certificate of Incorporation, then the act of a simple majority of the entire Board shall be required). From time to time, the Chairman may call for a vote on an issue by Email. Each Member shall be sent the appropriate information needed to appropriately review the issue. Sufficient time must be allotted for each member to review the documents and/or information before closing the vote.

Section 11. No Compensation All Board members shall serve on a volunteer basis and none will receive any form of compensation for service on the Board. By the act of a simple majority of a quorum, however, reasonable and necessary expenses may be authorized for any Trustee to carry out the business of the Corporation. Such expenses will be reimbursed upon presentation of appropriate receipts of expenditures.

Section 12. Disclosure of Conflicts Each Trustee shall disclose any and all business interests in which he or she may be involved, or have the ability to affect, in the District. A Trustee shall recuse him/herself from considering and voting on any contract or direct expenditure to the Trustee, his/her business, or any family member's business. No contract or other transaction between the Corporation and one or more of its Trustees, or between the Corporation and any other corporation, firm, association, or other entity in which one or more of its Trustees are directors or officers, or have a substantial personal, professional, political, or financial interest, shall be approved by a vote of the Board, unless the material facts as to such Trustee's interest in such contract or transaction and as to any such common directorship, officership, or personal, professional, political, or financial interest are disclosed in good faith to the Trustees entitled to vote thereon, and such contract or transaction is authorized by a majority vote at a meeting at which a quorum is present. If a Trustee is unsure of a possible conflict, the Trustee shall identify the possible conflict and allow the Township Attorney to determine whether a conflict exists.

ARTICLE IV

Officers

Section 1. Titles/Qualifications The Officers of the Corporation shall include a President (Chair), a Vice President (Vice Chair), a Treasurer, and a Secretary. This group of Officers shall be known as the "Executive Committee."

Section 2. Election The Officers shall be elected from among the Trustees by the Trustees at the Annual Meeting of the Board, and shall serve for a term of one year and until their successors are elected.

Section 3. Duties The duties and authority of the Officers shall be determined from time to time by the Board. Subject to any such determination, the Officers shall have the following duties and authority:

a. The Chair shall be the chief executive officer of the Corporation, shall have general charge and supervision over and responsibility for the affairs of the Corporation, and shall preside at all Board meetings. Unless otherwise directed by the Board, all other Officers shall be subject to the authority and supervision of the Chair. The Chair may enter into and execute, in the name of the Corporation, contracts or other instruments not in the ordinary course of business that have been authorized, either specifically or generally, by the Board. The Chair shall have the general powers and duties of management usually vested in the office of president of a corporation. The Chair may delegate from time to time to any other Officer any or all of such duties and authority. The Chair (or any other Officer), however, shall not exercise any power or authority including, but not limited to, policymaking and other decisions exclusively reserved for action by the Board.

b. The Vice Chair shall have such duties and possess such authority as may be delegated to the Vice Chair by the Chair. In the Chair's absence or inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have the powers of, and be subject to all the restrictions upon, the Chair.

c. The Treasurer shall have custody of the funds and securities of the Corporation, and shall keep or cause to be kept regular books of account for the Corporation. The Treasurer shall perform such other duties and possess such other powers as are incident to the office or as may be assigned by the Chair or the Board.

d. The Secretary shall cause notices of all meetings requiring notice to be served as set forth in these by-laws, and shall keep or cause to be kept the minutes of all meetings of the Board. The Secretary shall perform such other duties and possess such other powers as are incident to the office or as may be assigned by the Chair or the Board.

Section 5. Resignation and Removal An Officer may resign from the Executive Committee by submitting his or her resignation in writing to the Chair, or in the case of the Chair, by submitting his or her resignation in writing to the Trustees. An Officer may be removed with or without cause by affirmative vote of two-thirds of the entire Board. Failure to attend a majority of official meetings is cause for removal as an officer and dismissal from the Board. Speech or other conduct by an Officer detrimental to the best interests of the Corporation may subject the Officer to removal. A determination to seek removal shall be within the sole discretion of a simple majority of the entire Board. An Officer whose removal is to be considered shall receive at least two weeks' written notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Section 6. Vacancies Vacancies among the Officers shall be filled by appointment by the Board of Trustees. Officers thus appointed shall serve for the remainder of the vacated term.

Director

The Board of Trustees may employ a chief administrator of the Corporation, designated as Executive Director. The Director shall serve at the pleasure of the Board. The Board may delegate to the Executive Director the responsibility and authority for carrying out the policies that have been approved by the Board. The Director shall put in place appropriate procedures for the operation of the Alliance that ensures the Alliance meets its obligations under its Charter and Mission Statement.

ARTICLE V

Committees of the Board of Trustees

Section 1. General Provisions In addition to the Executive Committee (identified in Article IV), there shall be six standing committees of the Board: Marketing; Finance; Economic Revitalization; Visual & Streetscape Improvement; Fundraising, Promotion & Event Planning; and Personnel & Nominating. In addition to the provisions for standing committees, the Board, by resolution approved by a simple majority of those present at a meeting at which a quorum exists, may appoint from among the Trustees one or more committees of one or more Trustees (and may include Members who are not Trustees and Honorary Members, as defined in Article II), each of which, to the extent provided in the resolution, shall have and may exercise the authority of the Board, except that no such committee shall:

- a. make, alter, or repeal any by-law of the Corporation;
- b. appoint or elect any Officer or Trustee, or remove any Officer or Trustee; or
- c. amend or repeal any resolution previously adopted by the Board.

The Board, by resolution adopted by a simple majority of a quorum, may

- a. fill any Trustee vacancy in such committee;
- b. appoint one or more Trustees to serve as alternate members of any such committee, to act in the absence or disability of any Trustee(s) of such committee with all the powers of such absent or disabled Trustee(s);
- c. abolish any such committee at its sole discretion and pleasure; or
- d. remove any Trustee (or any Member who is not a Trustee) of such committee at any time, with or without cause.

A simple majority of each committee shall constitute a quorum for the transaction of business, and the act of a simple majority of a quorum present at a meeting shall be the act of such committee. Each committee shall appoint from among

its Trustees a chairperson, unless the resolution of the Board establishing such committee designates the chairperson, in which case, in the event of a vacancy by the chairperson, the Board shall fill the vacancy.

Actions taken at a meeting of any such committee shall be kept in the record of its proceedings which shall be reported to the Board at its next meeting following such committee meeting, except that, when a meeting of the Board is held within two days after the committee meeting, such report may be made to the Board at its second meeting following such committee meeting.

Section 2. Standing Committees Each Standing Committee shall be chaired by one or more Trustees. The function and scope of authority of each standing committee is as follows:

Organization Committee - This committee shall be responsible for the ongoing management and advocacy of the District. Added efficacious on partnership building with local groups and organizations. In addition to but not limited by the development of processes as necessary for the continued success of the District's mission. Duties include consensus building, volunteer recruitment and management and fundraising oversight.

Finance Committee – This committee shall be responsible for preparing the District's annual budget, and for reviewing and recommending (or not) to the Board significant monetary expenditures in furtherance of the purposes of the District. The Treasurer shall be the chair of the Finance Committee.

Personnel and Nominating Committee - The Executive board shall recommend to the Members the names of persons to be submitted for election as Trustees. At the regular Board meeting one month prior to the expiration of any elected term, the Nominating Committee shall submit a slate of candidates, which may be supplemented by or with nominations from other Members, for election to the Board. In addition, the Committee will be responsible for submitting names of qualified applicants to the Board for the position of Executive Director and for developing the criteria and process for conducting the search. The Committee shall serve in an advisory capacity to the Executive Director for all other employment matters regarding paid staff. The Committee shall also be responsible for the performance of the Executive Director according to the terms of her employment agreement and for making any recommendations for changes to said agreement to the Board for approval.

Marketing Committee – This committee shall be responsible for a unified, quality image of all downtown district activities through advertising of promotional events and special projects and providing oversight of the promotion committee. Publishing at least quarterly a newsletter about the District and the Districts activities, publishing a District business and restaurant directory, developing a public relations campaign to promote the District and maintaining an Internet website.

Design Committee – This committee shall be responsible for an accessible, attractive, and coordinated aesthetic within the district. Among other things, continue to maintain current design guideline with the goal of guiding development and store façade improvements. Prepare and recommend to the Board for approval any contracts or contractors designed to improve and enhance the visual appearance, architectural styles, landscape, parking, vehicular circulation, pedestrian circulation, signage, lighting, planting & beautification, etc. within the District. Recommendations should include budget estimates for the costs of such improvements.

Promotion Committee - This committee shall be responsible for, among other things, engaging in all legal and legitimate fundraising activities, organizing and holding innovative and entertaining events and activities within the District, promoting the positive attributes of the District (e.g., its historical character; its cultural diversity; its varied business establishments, etc.), educating West Orange residents and residents of neighboring towns about the District and attracting more West Orange residents and residents of neighboring towns to the District.

Economic Development/Business Support– This committee shall be responsible for, among other things, identifying and exploring proven and innovative ways to retain and enhance existing businesses in, and to attract new businesses to, the District. This committee, through seminars, workshops, and other educational activities, will provide information and assistance to Members about how to improve their businesses, buildings, and properties.

ARTICLE VI

Checks, Deposits & Gifts

Section 1. Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such specific Officers as from time to time shall be determined by resolution of the Board. In the absence thereof, such instruments shall be signed by an Officer and countersigned by any other Officer.

Section 2. Deposits All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 3. Gifts The Board or the Chair may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes, or for any specific purpose, of the Corporation.

ARTICLE VII

Fiscal Year, Annual Audit and Annual Report

Section 1. Fiscal Year The fiscal year of the Corporation shall be January 1st through December 31st of each year.

Section 2. Year End Financial Review The Corporation shall engage the services of a Certified Public Accountant to adjust the accounting records for purposes of preparation of a final accounting trial balance, accurate closing of books and preparation of required tax returns and charitable registration filing. For this purpose, the Corporation shall employ a certified public accountant of New Jersey. The annual report, tax return and charitable registration shall be completed and filed with the Mayor and Township Council within 180 days after the close of the fiscal year of the Corporation.

Section 3. Annual Report to the Municipality The Corporation, within sixty (60) days after the close of each fiscal year, shall make an annual report of its activities during that fiscal year to the Mayor and Township Council.

ARTICLE VIII

Adoption of and Amendment to By-laws

Section 1. Adoption and Amendments These by-laws may be adopted (at a single meeting by the act of a simple majority where a quorum is present), altered, amended, or repealed by the Board. Written notice of any such by-law change to be voted on by the Board shall be given not less than ten days prior to the meeting at which such change shall be proposed. The adoption of any subsequent change, to be effective, shall be approved at two (2) separate meetings by the act of a simple majority where three-quarters (3/4) of the entire Board is present at each meeting.

ARTICLE IX

Additional Provisions

Section 1. Dissolution Upon dissolution of the Corporation, after payment of all debts, no part of the remaining assets may be distributed to any Trustee, Member, or Officer of the Corporation, but shall be distributed for one or more exempt purposes in accordance with law, provided, however, that the distribution must be to another organization exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provision of any future federal tax laws, or to the United States, or a State or local government, for a public purpose. Any assets not so disposed shall be disposed by a court of competent jurisdiction of the county in which the principal offices of the Corporation is then located, exclusively for such purposes herein noted.

Section 2. Indemnification of Trustees and Officers The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by N.J.S.A. 15A:2-8 and N.J.S.A. 15A:3-4 (the New Jersey Nonprofit Corporation Act), and to the full extent otherwise permitted by law.

Section 3. Force and Effect of By-laws These by-laws are subject to the provisions of the New Jersey Nonprofit Corporation Act, (the "Act") and the Certificate of Incorporation as they may be amended from time to time. If any provision in these by-laws is inconsistent with a provision of the Act or the Certificate of Incorporation, the provision of the Act or the Certificate of Incorporation shall govern to the extent of such inconsistency.

Section 4. Seal The Board shall provide a corporate seal which shall bear the name of the Corporation and such other device and inscription as the Board may determine, in accordance with law. The Board may change the form of the seal and inscription thereon at any time.



Downtown West Orange Alliance

66 Main Street, West Orange, NJ 07052

Office: 973.325.4109

Fax: 973.325.6359

www.DowntownWO.com

THE VALLEY • SAINT MARK'S • TORY CORNER • EAGLE ROCK

November 17, 2022

Karen Carnevale
Municipal Clerk TWP of West Orange
66 Main Street
West Orange, NJ. 07052

Re: Downtown West Orange Alliance 2023 Proposed Budget

Dear Ms. Carnevale,

Attached please find The Downtown West Orange Alliance's (DWOA) 2022 proposed budget that we would like to present on 1st reading at the Nov. 22, 2022, council meeting. Please forward to the township council and appropriate administration.

The DWOA board would like to present a short presentation on Second Reading regarding this budget at the Council meeting on December 20th.

Thank you for your assistance in this matter.

Best Regards,

Meg Brill Executive Director

P: 973-325-4109

Email: Downtown@WestOrange.org

Downtown West Orange Alliance 2023
Proposed Budget

REVENUE	Projected 2023	
SID Assessments	\$ 133,000.00	
Township Contribution Cash	\$ 65,809.00	
Township Contribution In-Kind	\$ 28,000.00	
Funds Carried Forward	\$ 5,000.00	
Mayors 5K Run	\$ 5,000.00	
Fundraising (Promotional Events)	\$ 29,091.00	
Additional Support Twp from West Orange	\$ 20,000.00	
Interest Income	\$ 100.00	
Total Revenue	\$ 286,000.00	
Township Contribution In-Kind	\$ (28,000.00)	
Total Revenue without In-Kind	\$ 258,000.00	
EXPENSES	Projected 2023	
Total Office Operations	\$ 102,000.00	
Total In Kind	\$ 28,000.00	
Economic Development	\$ 3,000.00	
Insurance & Professional Services	\$ 5,000.00	
Marketing & Promotions	\$ 77,250.00	
Organization	\$ 6,600.00	
Visual Improvement	\$ 64,150.00	
Total Expenses	\$ 286,000.00	
<i>In-Kind</i>	\$ (28,000.00)	
Total Expenses	\$ 258,000.00	

BOND ORDINANCE FUNDING AN EMERGENCY APPROPRIATION PROVIDING FOR THE LOCAL UNIT'S ALLOCABLE SHARE OF THE UNFUNDED PORTION OF PHASE I OF THE FLOOD MITIGATION FACILITIES PROJECT OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (THE "LOCAL UNIT"); APPROPRIATING \$2,725,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,725,000 BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

SECTION 1. The improvements described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Joint Meeting of Essex and Union Counties (the "Joint Meeting") on behalf of the Township of West Orange, in the County of Essex, State of New Jersey (the "Local Unit") as general improvements. For the said improvements stated in Section 3, there is hereby appropriated the amount of \$2,725,000. Pursuant to the provisions of N.J.S.A. 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as this bond ordinance authorizes obligations for environmental infrastructure projects which are funded by loans from the New Jersey Infrastructure Bank (the "I-Bank") and the State of New Jersey, acting by or through the Department of Environmental Protection.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the \$2,725,000 appropriation, negotiable bonds of the Local Unit are hereby authorized to be issued in the principal amount of \$2,725,000 pursuant to, and within all limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Local Unit in a principal amount not exceeding \$2,725,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. The improvements hereby authorized and purposes for the financing of which said debt obligations are to be issued are to fund an emergency appropriation previously adopted by Local Unit to fund the Local Unit's allocable share of the unfunded portion of Phase I of the Joint Meeting of Essex and Union Counties' Flood Mitigation Facilities Project consisting of the construction of an Effluent Pumping Station, which will be connected to the existing twin outfall channels to the Arthur Kill.

a. All improvements shall include, as applicable, all work, materials, equipment, engineering services and design, architectural services and designs, surveying, environmental consulting work, environmental remediation, preparation of plans and specifications, governmental permits, bid documents, conducting and preparation of reports, plans, analysis, and studies, equipment rental, labor and appurtenances necessary therefore or incidental thereto.

b. The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,725,000.

c. The aggregate estimated cost of said improvements or

purposes is \$2,725,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a loan, contribution or grant-in-aid to the Local Unit for the improvements authorized hereby and the same shall be received by the Local Unit prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event, however, that any amount so loaned, contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Local Unit after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply however, with respect to any contribution or grant in aid received by the Local Unit as a result of using such funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Local Unit, provided that no bond anticipation note shall mature later than one (1) year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with the provisions of the New Jersey Infrastructure Trust Act, N.J.S.A. 58:11B-1 (“NJIT Act”). The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Local Unit shall determine all matters in connection with

the bond anticipation notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time in accordance with the provisions of Section 8.1 of the Local Bond Law and, as applicable, the provisions of the NJIT Act. The Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the bond anticipation notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Local Unit hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Local Unit is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

a. The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Local Unit may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

b. The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 30 years.

c. The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Local Unit and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services within the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Local Unit, as defined in the Local Bond Law, is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$2,725,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

d. An aggregate amount not exceeding \$78,621.06 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements hereinbefore described.

e. In accordance with N.J.S.A. 40:63-134, bonds authorized and issued by the Local Unit to finance improvements or works for the Joint Meeting

shall not be taken to be included within or governed by any limitation fixed by law to the amount of bonds authorized to be issued by the Local Unit.

SECTION 8. The full faith and credit of the Local Unit are hereby pledged to the punctual payment of the principal of and the interest on the debt obligations authorized by this bond ordinance. The debt obligations shall be direct, unlimited obligations of the Local Unit, and the Local Unit shall be obligated to levy *ad valorem* taxes upon all the taxable property located within the Local Unit for the payment of the principal of and the interest thereon without limitation as to rate or amount.

SECTION 9. The Local Unit reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Local Unit's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations Section 150-2.

SECTION 10. The Local Unit covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued under this ordinance.

SECTION 11. Upon adoption hereof, the Clerk of the Local Unit shall forward certified copies of this bond ordinance to Everett M. Johnson, Esq., Wilentz, Goldman & Spitzer, P.A., bond counsel to the Local Unit and Joint Meeting, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: October 25, 2022

KAREN J. CARNEVALE, R.M.C.
Municipal Clerk

SUSAN MCCARTNEY
Council President

ADOPTED ON SECOND READING
DATED: November 22, 2022

KAREN J. CARNEVALE, R.M.C.
Municipal Clerk

SUSAN MCCARTNEY
Council President

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

ROBERT D. PARISI, Mayor
Township of West Orange

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH PLEASANT VALLEY PRODUCTIONS, INC. FOR USE AND OPERATION OF
THE OSKAR SCHINDLER PERFORMING ARTS CENTER**

WHEREAS, the Township of West Orange owns certain facilities known as the Oskar Schindler Performing Arts Center (“OSPAC”) on Boland Drive within the Township of West Orange (the “Premises”); and

WHEREAS, the previous license agreements have expired and not been renewed; and

WHEREAS, in or about 2011, a local group was formed called Pleasant Valley Productions, Inc., (“Pleasant Valley”); and

WHEREAS, Pleasant Valley is a New Jersey not-for-profit organization in good standing under the laws of the State of New Jersey; and

WHEREAS, Pleasant Valley is a not-for-profit community theater based in West Orange whose artistic director Camille DiLorenzo is a lifelong resident of the Township; and

WHEREAS, Pleasant Valley has a mission focused on fostering interest in young artists and has mentored its students through its internship programs with hands-on training and stage management, audio assistance and lighting design; and

WHEREAS, Pleasant Valley has been recognized by the New Jersey Association of Community Theaters with awards and nominations in all categories of theater production. Pleasant Valley has volunteer Board of Trustees whose members have gone on to professional careers in theater as stage managers, production managers and performance artists; and

WHEREAS, on May 14, 2019, the Township Council adopted Ordinance 2570-19 which authorized the execution of a License Agreement allowing Pleasant Valley to operate the OSPAC for a term of three (3) years followed by a month-by-month operation; and

WHEREAS, Pleasant Valley and the Township seek to renew the license agreement, as annexed hereto as Exhibit “**A**,” for a new three (3) year term during which time, Pleasant Valley will continue to operate OSPAC and provide programming to include musical theater productions, concerts for all audiences, children’s theater programs and Township events which constitutes a public purpose consistent with the requirements of N.J.S.A. 40A:12-14(c); and

WHEREAS, Pleasant Valley has advised that its goal in licensing OSPAC is to provide programming to include musical theater productions, concerts for all audiences, children’s theater programs and Township events which constitutes a public purpose consistent with the requirements of N.J.S.A. 40A:12-14(c); and

WHEREAS, Pleasant Valley has agreed to the terms of a License Agreement (the “License Agreement”) wherein Pleasant Valley has agreed to pay to the Township an annual nominal fee of one-dollar (\$1) for use and operation of the OSPAC for a period of three (3) years; and

WHEREAS, Pleasant Valley’s use and operation of the OSPAC will benefit the entire population of the Township which includes at least 48,000 residents.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, in the County of Essex, State of New Jersey, that the Mayor shall be authorized to negotiate, enter into, execute and deliver the License Agreement, in the form or substantially in the same form with such additions, deletions, and omissions as may be required by Township Counsel, as that attached hereto as Exhibit “**A**,” and as further described in the above recitals which are fully incorporated by reference, and the Municipal Clerk shall be authorized to executed the same documents attesting to the Mayor’s signature; and

BE IT FURTHER ORDAINED the Township Business Administrator shall be designated the Township's official responsible for enforcement of the conditions of the License Agreement; and

BE IT FURTHER ORDAINED, that in accordance with N.J.S.A. 40A:12-14(c) and paragraph 27 of the License Agreement, Pleasant Valley shall submit a report to the Township Business Administrator containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaken in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Pleasant Valley's continued tax-exempt status pursuant to both State and Federal law

and;

BE IT FURTHER ORDAINED, that if any part of this Ordinance is determined to be invalid, such part shall be severed and its invalidity shall not affect its remaining parts, any and all parts of ordinances which are inconsistent with any of the terms and provisions of this Ordinance shall be and the same are hereby repealed as to and to the extent of such inconsistency, and this Ordinance shall take effect upon final passage and publication as required by law; and

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

Robert D. Parisi, Mayor

Susan McCartney, Council President

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

Introduced: October 25, 2022

Adopted: November 22, 2022

Legislative History

This Ordinance is adopted pursuant to the requirements of N.J.S.A. 40A:12-14(c) of the Local Lands and Buildings Law which governs the lease of public real property to nonprofit corporation(s) for a public purpose. This Ordinance authorizes the Township to enter into a License Agreement with Pleasant Valley Productions, Inc. (“PVP”), a nonprofit corporation with a mission focused on fostering interest in young artists to allow PVP to use and operate the Oskar Schindler Performing Arts Center (“OSPAC”) at Boland Avenue within the Township for the public purpose of providing programming which shall include musical theater productions, concerts for all audiences, children’s theater programs and Township events. The Ordinance provides that the License Agreement is for a term of three (3) years during which time PVP shall pay an annual nominal fee of one-dollar (\$1) and requires PVP to provide annual reporting to the Township consistent with the requirements of N.J.S.A. 40A:12-14(c).

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

Pleasant Valley Productions, Inc., a New Jersey Not for Profit Corporation whose address is c/o Camille Vecchio-DiLorenzo, President, 95 Warren Road, West Orange, New Jersey ("Licensee").

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 dated **September 1, 2022** ("Effective Date") which shall also represent the commencement of this License Agreement. However, this Agreement shall not be effective unless: (i) the Township's governing body adopts a resolution or ordinance authorizing the execution of this agreement and; (ii) the 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 of West Orange, New Jersey ("Premises").

3. **Term.** The term of this License shall be for 3 years effective date of **September 1, 2022** ending **August 30, 2025**. If the license is not terminated on or before **August 30, 2025**, it shall continue on a month-to-month basis and may be terminated by either party on thirty (30) days written notice.

4. **Licensee's Use.** Licensee shall use the Premises for a performing arts facility with all rights to indoor usage of the building in furtherance of OSPAC'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 dollars per occurrence and two million 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.

6. **Usage.** Licensee shall have the license for use of the Premises during the term of the Agreement subject to the following conditions:

- (i) Licensee shall provide at least eight (8) programs annual at the Premises.

- (ii) The Township shall have the right to utilize the facilities for West Orange Township events with appropriate notice at least thirty (30) days in advance, subject to OSPAC's schedule, inclusive of preproduction purposes, such as rehearsal and stage setup in building. All other such outside community users, which shall be limited to non-profit organizations, will be subject to the attached rules and regulations, incorporated herein by reference, and will sign a license or sublease 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 OSPAC's obligation to provide at least eight (8) programs annually at the Premises. All licensees of the Premises shall be subject to the terms and conditions of this License Agreement, which will be indicated in such Sublicense Agreement ("Sublicense Agreement"). These sublicenses shall be mutually agreed upon by the Township and the Licensee.
- (iii) Programming content shall be family oriented and subject to the prior approval of the Township Business Administrator until such time as the Township established a board by Ordinance to review and approve programming at the Premise (the "Board"). After the Township establish the Board, all programing shall be subject to the prior approval of the Board. No later than thirty (30) days prior to any program or event, Licensee shall provide a fully summary and description of any event or program for which the Licensee intends to hold at the Premises. (The Township has established a board. "BOSPAC". This board INTRODUCED: September 8, 2020 ADOPTED: September 22, 2020)
- (iv) No later than thirty (30) days from the execution of this License Agreement, Licensee shall provide a proposed schedule to the Township Business Administrator and the Township Director of Recreation a schedule of proposed programs until April 30, 2020, which shall include a schedule of all days and times the Licensee shall be utilizing the Premises for programs or events (the "Proposed Schedule"). Any additions or revisions to the Proposed Schedule shall be subject to the approval of the Township Business Administrator and the Township Director of Recreation and must be provided no later than fourteen days (14) prior to the date to be added or revised. No later than April 30 of each year, Licensee shall provide a new proposed schedule for each year subject to the requirements of this provision.
- (v) Any and all sub-licenses under this License Agreement shall be subject to the approval of the Board.

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 even, 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, reasonable wear and tear and injury caused by conditions or events beyond Licensee's control excepted.

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 the 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 Licensee and/or persons or entities who will execute a sub-licensee agreement with Licensee for the use of the Premises. Any changes to these rules and regulations will be submitted to the 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, (please add phone and Wifi service as discussed at our meeting. Phone service was in place when we took over in 2019, Wifi was installed in 2021) 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 and 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, the Township may terminate this Agreement on five (5) days notice. (on the slight chance this could happen, can we request 15 days? We are all volunteers and could use the extra time)

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, as Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the 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 Construction 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 the Township which consent may be withheld by the 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 for the Township. Specifically, the Licensee shall be organized solely to (i) operate the performing arts center in the Township of West Orange 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 the Township.

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 mortgagee in possession, or the lessee for the time being, of the Building, so that if the Building is 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. **Annual Reporting Requirements.** Licensee shall make available for inspection to the Township and/or the Board any and all financial records from the operation of the Premises upon three (3) days notice, including any financial records related to event or programs conducted by Licensee at the Premises. Pursuant to N.J.S.A. 40A:12-14(c) no later than April 30 of each calendar year, the Licensee shall submit a report to the Township Business Administrator and the Board containing the following information:

- (i) Description of the Licensee's use of the Premise for the preceding year;
- (ii) The activities undertaken in furtherance of the public purpose for which the Licensee shall operate on the Premises;
- (iii) The approximate value or cost, if any, of such activities in furtherance of such purpose; and
- (iv) An Affirmation of Licensee's continued tax-exempt status pursuant to both State and Federal law.
- (v) Annual financial statement for the Licensee reflecting its income, expenses, assets and liabilities as of December 31st of the preceding year.

Within thirty (30) days from the submission of its report to the Township Business Administrator and the Board, Licensee shall also appear before the Township Council at a regularly scheduled meeting to present the information contained in the report to the members of the Township Council.

28. **Dissolution.** In the unlikely event of dissolution of Licensee, any and all assets of Licensee 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.

29. (As per our meeting, can we please add a 90 day out clause without cost consequences?)

The above terms and conditions of this lease agreement are hereby agreed to by and between the parties executing below on this _____ **day of** _____, **2022**.

Township of West Orange
a New Jersey Municipal Corporation, Township

By: Robert Parisi, Mayor

By: Karen J. Carnevale, R.M.C.

Pleasant Valley Productions, Inc.
a New Jersey Not for Profit Corporation, Licensee

By: Camille Vecchio- DiLorenzo, President

By: Elizabeth Vecchio, Secretary

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2700-22**

BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The entire body of Bond Ordinance Number 2669-21 of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), entitled "**BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$160,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$152,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF**", is hereby amended and restated to the extent and with the effect as set forth below:

“SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a local improvement to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") pursuant to N.J.S.A. 40:56-1 et seq. and the cost of said improvement or purpose shall be assessed on the properties benefitted thereby. For the improvement or purpose stated in Section 3, there is hereby appropriated the amount of \$285,000, including the amount of \$13,600 as the down payment (the "Down Payment") for the improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements and to meet the \$285,000 appropriation not provided for by the Down Payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$271,400 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$271,400 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued is for the installation of a sanitary sewerage system and associated laterals to properties located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue, known as Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township (the

“Assessed Properties”), all as shown on and in accordance with plans on file in the Office of the Township Clerk, which plans are hereby approved. Such improvements shall also include, as applicable, the acquisition of rights-of-way, excavation, installation of sanitary sewer mains, associated laterals, sewer pipes and all piping and valves associated therewith, site restoration, repaving and landscaping, engineering and design work and also including all work, materials, labor and appurtenances necessary therefor or incidental thereto. The Assessed Properties are also on file in the office of the Township Clerk and are hereby incorporated in this bond ordinance as if more fully set forth herein.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is \$271,400.

(c) The estimated cost of said improvement or purpose is \$285,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$271,400, is the down payment for said improvement or purpose in the amount of \$13,600.

(d) The estimated total cost of the improvement or purpose to be assessed against the Assessed Properties is \$171,000.

(e) The estimated total cost of the improvement or purpose to be contributed and borne by the Township is \$114,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of

Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the Township shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable, for the Township. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget of the Township, a revised capital or temporary capital budget for the Township has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements described in Section 3 of this bond ordinance are not a current expense and are improvements or purposes which the Township may lawfully undertake as local improvements, the cost of which has been or shall be specially assessed on the Assessed Properties, which Assessed Properties shall be specially benefited thereby.

(b) The Township will contribute \$114,000 to the cost of the improvement or purpose described in Section 3 hereof, and the Assessed Properties will contribute \$171,000 to the cost of the improvement or purpose described in Section 3 hereof.

(c) The number of annual installments in which the special assessments may be paid is twenty (20) years.

(d) The estimated maximum amount of special assessments shall be \$171,000.

(e) At least seven (7) days prior to such time fixed for further consideration for final passage of this bond ordinance, a copy of this bond ordinance, together with a notice of the introduction hereof, and the time and place, when and where this bond

ordinance will be further considered for final passage shall be mailed to the person whose land may be affected by this bond ordinance or any assessments which may be made in pursuance thereof, so far as the same may be ascertained, to his/her last known post office address.

(f) The period of usefulness of the improvements within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is forty (40) years.

(g) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$271,400 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(h) An aggregate amount not exceeding \$25,000 for items of expense listed in and permitted under Section 20 of the Local Bond Law is included in the estimated cost indicated herein for the improvements or purposes described herein.

(i) If the amount of the assessments on the Assessed Properties is greater than \$171,000, then the Township will contribute the difference of such increased assessment and the increased cost of the improvement or purpose, such difference to be financed by the issuance of general improvement bonds or notes of the Township. If the amount of the assessments on the Assessed Properties are less than \$171,000, then the

Township shall pay its proportionate share of the costs of the improvements in amount which shall be 2/5 of the total cost of the improvements or purposes.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable properties located within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein have been or are reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the Township, or any member of the same "Controlled Group" as the Township, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to any expenditures to be reimbursed. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all tax-exempt bonds and notes issued under this ordinance."

Section 2. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: November 22, 2022

KAREN J. CARNEVALE,
Municipal Clerk

ADOPTED ON SECOND READING

DATED: December 6, 2022

KAREN J. CARNEVALE,
Municipal Clerk

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE 2700-22 and SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on November 22, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Township's Municipal Building, 66 Main St, West Orange, NJ 07052 on December 6, 2022 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF
Purpose(s):	Installation of a sanitary sewerage system and associated laterals located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue on Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township as identified and described in <u>Schedule A</u> attached hereto.
Appropriation:	\$285,000
Bonds/Notes Authorized:	\$271,400
Down Payment:	\$13,600
Section 20 Costs:	\$25,000
Useful Life:	40 years

ATTACH SCHEDULE A LIST OF PROPERTIES TO BE ASSESSED

This Notice contains a description of the properties affected by the bond ordinance (See Schedule A attached hereto), a description of the improvement to be undertaken along such properties (See Number 1 below), and a statement of the percentage of the cost to be borne by the owner or owners of such properties (See Number 2 below). The cost of the improvement is being borne, in full, by the owners of the real properties set forth in Schedule A attached hereto. Such owners may undertake the improvement at their own expense; provided that such improvement shall be completed by the property owner within thirty (30) days after service of this notice. However, unless the owner or owners complete the improvement within thirty (30) days after service of this notice, the Township will make the improvement at the expense of the owner or owners. This Notice of Pending Ordinance is being served, in accordance with the provisions of N.J.S.A. 40:65-2 to N.J.S.A. 40:65-6, upon every person whose lands may be affected by this bond ordinance or any assessments which may be made in pursuance thereof. The proof of such service shall

be filed with the officer of the Township in charge of the records of tax liens of the Township within ten (10) days after service thereof.

1. **Description of the Improvement:** Construction of a sanitary sewerage system of the Township of West Orange must be extended into Mellon Avenue between Cleveland Terrace and Kitchener Avenue to service five lots along that street that do not have sanitary sewer service, including two lots with building improvements that currently have subsurface underground individual sewage disposal systems, commonly known as septic systems, as identified and described in **Schedule A** attached hereto and by this reference hereby incorporated herein (the "Project"), which properties are owned by private persons. The improvements and purposes provided in the bond ordinance shall also include, but not be limited to, site excavation and restoration, tree and root removal, grass seeding, tree planting and other landscaping improvements, incidental roadway repaving and patching, all engineering and design work, preparation of plans and specifications, permits, bid documents, contract administration, work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.
2. **Percentage of the Cost To Be Borne By The Property Owners Set Forth in Schedule A:** The costs to be borne by the property owners is approximately 66.67% or 2/3 of the total costs of the Project, as 3 out of the 5 properties affected by the Assessments are privately owned and the remaining two properties are owned by the Township.

KAREN J. CARNEVALE, Municipal Clerk

TOWNSHIP OF WEST ORANGE

PUBLIC NOTICE

BOND ORDINANCE 2700-22 STATEMENT and SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on December 6, 2022 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE INSTALLATION OF A SANITARY SEWERAGE SYSTEM AND ASSOCIATED LATERALS LOCATED ON MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND DIRECTING A PORTION OF THE SPECIAL ASSESSMENT OF THE COST THEREOF

Purpose(s): Installation of a sanitary sewerage system and associated laterals located on Mellon Avenue between Cleveland Terrace and Kitchener Avenue on Block 175.08, Lots 8, 9 and 12 and Block 175.14, Lots 1, 2 and 3, as referenced on the official tax map of the Township as identified and described in **Schedule A** attached hereto.

Appropriation: \$285,000

**Bonds/Notes
Authorized:** \$271,400

Down Payment: \$13,600

**Section 20
Costs:** \$25,000

Useful Life: 40 years

ATTACH SCHEDULE A LIST OF PROPERTIES TO BE ASSESSED

**KAREN J. CARNEVALE,
Municipal Clerk**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

“BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF A SYSTEM OF SANITARY SEWERAGE WITHIN MELLON AVENUE BETWEEN CLEVELAND TERRACE AND KITCHENER AVENUE, IN AND BY THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$285,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$271,400 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF AND THE SPECIAL ASSESSMENT OF THE COST THEREOF”,

there was available as a down payment for the improvements authorized by said bond ordinance the amount of \$13,600, which sum was made available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

JOHN GROSS,
Chief Financial Officer

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on November 22, 2022 at 7:00 p.m. at the Township's Municipal Building, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2022.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the Township of West Orange , in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the Township duly called and held on December 6, 2022, at 7:00 p.m. at the Township's Municipal Building, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 2022.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CLERK'S CERTIFICATE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the duly appointed Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on November 22, 2022 and finally adopted on December 6, 2022.

2. After introduction, the bond ordinance was published as required by law on _____, 2022 in The Star Ledger.

3. Following the passage of the bond ordinance on first reading, and at least ten (10) days prior to a public hearing thereon, and further consideration and final adoption thereof, I caused a summary of the bond ordinance together with Schedule A and a notice of the pendency of this bond ordinance to be given in accordance with N.J.S.A. 40:65-6, and the time and place, when and where the bond ordinance was to be further considered for final adoption, to be: (i) published in its entirety in a newspaper (meeting the qualifications of N.J.S.A. 40:49-1 et seq., N.J.S.A. 40A:2-19 and N.J.S.A. 35:1-2.2) and, **if applicable**, and (ii) served, in accordance with the provisions of N.J.S.A. 40:65-2 to N.J.S.A. 40:65-6, upon every person whose lands may be affected by the bond ordinance or any assessments which may be made in pursuance thereof.

4. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said ordinance, including Schedule A, and a notice that copies of the ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the ordinance by the governing body. Copies of the ordinance and Schedule A were made available to all who requested same.

5. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2022 (if applicable) and was duly published as required by law on _____, 2022 in The Star Ledger. No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

6. The ordinance has not been amended, added to, altered or repealed and said ordinance is now in full force and effect.

7. A certified copy of this bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, Department of Community Affairs, State of New Jersey as applicable.

8. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this ____ day of _____, 20__.

(SEAL)

KAREN J. CARNEVALE,
Municipal Clerk

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township as of November 22, 2022, that such Supplemental Debt Statement was filed in my office on November 22, 2022 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2022.

KAREN J. CARNEVALE,
Municipal Clerk

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1 HANDICAPPED PARKING ON STREETS AND SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
31-33 Park Avenue	2	On Ashland Avenue beginning 43 feet north of the northerly curb line of Park Avenue and extending 38 feet north.
28 High Street	1	Beginning 323 feet north of the northerly curb line of Chestnut Street and extending 18 feet north.
81 Ashland Avenue	1	Beginning 242 feet south of the southerly curb line of Park Avenue and extending 20 feet south.
85 Mitchell Street	1	Beginning 353 feet east of the easterly curb line of Rollinson Street and extending 22 feet west.

36 Park Terrace

1

**Beginning 523 feet west of the
westerly curb line of Main Street
and extending 20 feet west.**

Ashland Avenue

1

*Beginning 50 feet north of the
northerly curb line of Park Avenue and
extending 18 feet northerly.
[Ord. No. 2427-14]*

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Robert D. Parisi, Mayor

Susan McCartney, Council President

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

Introduced: November 22, 2022

Adopted: December 6, 2022

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 31-33 Park Avenue (2 placed on Ashland Avenue), 28 High Street, 81 Ashland Avenue, 85 Mitchell Street, and 36 Park Terrace.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. Additionally, one handicapped space no longer used has been deleted from the list.

RESOLUTION

WHEREAS, Eagle Rock Lounge Corp. is the current holder of Plenary Retail Consumption License No. 0722-33-012-003 of the Township of West Orange; and

WHEREAS, application has been made for a person to person transfer of the above-mentioned license from Eagle Rock Lounge Corp. to BK Lobster WO, LLC; and

WHEREAS, the principals of the applicant have been investigated by the Township Police Department with no impediments to an interest in an alcoholic beverage license having been found and the transfer having been recommended for approval; and

WHEREAS, due notice of the proposed transfer was published in the West Orange Chronicle on September 22, 2022 and September 29, 2022, tax clearance for the transfer has been received and appropriate fees have been paid by the applicant; and

WHEREAS, a public hearing was conducted regarding the proposed person to person transfer on November 22, 2022, and no one appeared in opposition thereto;

NOW, THEREFORE BE IT RESOLVED by the Township Council sitting as the ABC Board for the Township of West Orange, hereby approves the person to person transfer of Plenary Retail Consumption License No. 0722-33-012-003, from Eagle Rock Lounge Corp. to BK Lobster WO, LLC effective immediately.

KAREN J. CARNEVALE, RMC
ABC BOARD SECRETARY

SUSAN McCARTNEY
COUNCIL PRESIDENT/ABC BOARDMEMBER

Adopted: November 22, 2022

Effective Date: November 22, 2022