

BOROUGH OF EAST NEWARK COUNTY OF HUDSON, STATE OF NEW JERSEY

REGULAR MEETING OF THE MAYOR AND BOROUGH COUNCIL

DATE: MAY 18, 2022

TIME: 6:30 PM

ORDER OF BUSINESS

CALL MEETING TO ORDER

MEETING NOTICE STATEMENT - Pursuant to the New Jersey Open Public Meetings Act ; this meeting is being held in accordance with the Public Laws of 1975, Chapter 231 and proper notification was issued to the Jersey Journal, Star Ledger and posted on the bulletin board of the Municipal Building and on the Borough website. Official action may be taken. Kevin D. Harris, Borough Clerk

PLEDGE OF ALLEGIANCE

ROLL CALL - Mayor Grilo; Councilwoman Diaz; Councilwoman Evaristo; Councilman Graham; Councilman Lucas; Councilman Reis; Councilwoman Zincavage; Mr. Dowd, Borough Administrator; Mr. Cifelli, Borough Attorney; Mr. Laracy, Borough CFO; Ms. Fleming, Borough Planner; Mr. Laird, Borough Engineer; Mr. Catrambone, Special Projects Manager; and Mr. Harris, Borough Clerk

RESOLUTIONS ON CONSENT AGENDA

1. 54-22 RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR THE BOROUGH OF EAST NEWARK
2. 55-22 RESOLUTION AUTHORIZING THE MAYOR (OR HER DESIGNEE) AND THE BOROUGH CLERK TO EXECUTE, AND ENTER INTO A SHARED SERVICES AGREEMENT ON BEHALF OF THE BOROUGH OF EAST NEWARK WITH THE COUNTY OF BERGEN FOR ANIMAL CONTROL AND SHELTERING SERVICES FOR THE BOROUGH OF EAST NEWARK

Roll Call Vote:

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

FOR THE GOOD OF THE BOROUGH

ADJOURNMENT

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT FOR SOLID WASTE
AND RECYCLING COLLECTION SERVICES FOR THE BOROUGH OF EAST
NEWARK**

WHEREAS, the Borough of East Newark advertised for bids for solid waste and recycling collection services for a period of three (3) or five (5) years; and

WHEREAS, after the required legal advertising was published, sealed bids were received in the Borough Clerk's Office on or before Wednesday, April 6, 2022, at 4:00 PM and opened thereafter on the same date, by the Borough Clerk in the Council Room in accordance with the New Jersey Local Public Contracts Law ("LPCL"), N.J.S.A. 40A:11-1 et seq., and N.J.A.C. 7:26H-6.1 et seq., for solid waste and recycling collection services for the Borough of East Newark; and

WHEREAS, three (3) bids were received from prospective vendors and are listed as follows:

AS TO SOLID WASTE COLLECTION

- 1) F. Basso, Jr. Rubbish Removal, Inc.
55-93 South 20th Street
Irvington, New Jersey 07111**

Option Number 1 - Three (3) Year Option (Three (3) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 67,900.00 (or \$ 9,700.00/month)
Year 2: 2023	-	\$ 116,400.00 “ “
Year 3: 2024	-	\$ 116,400.00 “ “

Option Number 2 – Five (5) Year Option (Three (3) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 67,900.00 (or \$ 9,700.00/month)
Year 2: 2023	-	\$ 116,400.00 “ “
Year 3: 2024	-	\$ 116,400.00 “ “
Year 4: 2025	-	\$ 116,400.00 “ “
Year 5: 2026	-	\$ 116,400.00 “ “

Option Number 3 – Five (5) Year Option (Two (2) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 66,724.00 (or \$ 9,532.00/month)
Year 2: 2023	-	\$ 114,384.00 “ “
Year 3: 2024	-	\$ 114,384.00 “ “
Year 4: 2025	-	\$ 114,384.00 “ “
Year 5: 2026	-	\$ 114,384.00 “ “

AS TO SOLID WASTE COLLECTION (cont.)

2) A & L Disposal LLC
157 South 21st Street
Bayonne, New Jersey 07002

Option Number 1 - Three (3) Year Option (Three (3) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 121,067.00 (or \$ 17,295.00/month)
Year 2: 2023	-	\$ 190,680.00 (or \$ 15,890.00/month)
Year 3: 2024	-	\$ 200,214.00 (or \$ 16,685.00/month)

Option Number 2 – Five (5) Year Option (Three (3) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 121,067.00 (or \$ 17,295.00/month)
Year 2: 2023	-	\$ 190,680.00 (or \$ 15,890.00/month)
Year 3: 2024	-	\$ 200,214.00 (or \$ 16,685.00/month)
Year 4: 2025	-	\$ 210,224.00 (or \$ 17,519.00/month)
Year 5: 2026	-	\$ 220,731.00 (or \$ 18,394.00/month)

3) Joseph Smentkowski, Inc.
160 James Avenue
Jersey City, New Jersey 07306

Option Number 1 - Three (3) Year Option (Two (2) Days Per Week):

Year 1: 2022 (March – December)	-	\$ 104,000.00 (or \$ 10,400.00/month)
Year 2: 2023	-	\$ 124,800.00 (or \$ 10,400.00/month)
Year 3: 2024	-	\$ 124,800.00 (or \$ 10,400.00/month)

Option Number 2 - Three (3) Year Option (Three (3) Days Per Week):

Year 1: 2022 (March – December)	-	\$ 208,500.00 (or \$ 20,850.00/month)
Year 2: 2023	-	\$ 254,000.00 (or \$ 21,167.00/month)
Year 3: 2024	-	\$ 254,000.00 (or \$ 21,167.00/month)

Option Number 3 – Five (5) Year Option (Three (3) Days Per Week):

Year 1: 2022 (June – December)	-	\$ 208,500.00 (or \$ 20,850.00/month)
Year 2: 2023	-	\$ 254,000.00 (or \$ 21,167.00/month)
Year 3: 2024	-	\$ 254,000.00 (or \$ 21,167.00/month)
Year 4: 2025	-	\$ 269,600.00 (or \$ 22,467.00/month)
Year 5: 2026	-	\$ 285,200.00 (or \$ 23,767.00/month)

AS TO RECYCLING COLLECTION

- 1) **F. Basso, Jr. Rubbish Removal, Inc.**
55-93 South 20th Street
Irvington, New Jersey 07111

**Option Number 1 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Week):**

Year 1: 2022 (June – December)	-	\$ 36,225.00 (or \$ 5,175.00/month)
Year 2: 2023	-	\$ 62,100.00 “ “
Year 3: 2024	-	\$ 62,100.00 “ “
Year 4: 2025 (Option Year)	-	\$ 62,100.00 “ “
Year 5: 2026 (Option Year)	-	\$ 66,100.00 (or \$ 5,508.00/month)

**Option Number 2 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Week):**

Year 1: 2022 (June – December)	-	\$ 51,555.00 (or \$ 7,365.00/month)
Year 2: 2023	-	\$ 88,380.00 “ “
Year 3: 2024	-	\$ 88,380.00 “ “
Year 4: 2025 (Option Year)	-	\$ 88,380.00 “ “
Year 5: 2026 (Option Year)	-	\$ 92,380.00 (or \$ 7,698.00/month)

**Option Number 3 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Every Two (2) Weeks):**

Year 1: 2022 (June – December)	-	\$ 36,225.00 (or \$ 5,175.00/month)
Year 2: 2023	-	\$ 62,100.00 “ “
Year 3: 2024	-	\$ 62,100.00 “ “
Year 4: 2025 (Option Year)	-	\$ 62,100.00 “ “
Year 5: 2026 (Option Year)	-	\$ 66,100.00 (or \$ 5,508.00/month)

**Option Number 4 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Every Two (2) Weeks):**

Year 1: 2022 (June – December)	-	\$ 51,555.00 (or \$ 7,365.00/month)
Year 2: 2023	-	\$ 88,380.00 “ “
Year 3: 2024	-	\$ 88,380.00 “ “
Year 4: 2025 (Option Year)	-	\$ 88,380.00 “ “
Year 5: 2026 (Option Year)	-	\$ 92,380.00 (or \$ 7,698.00/month)

AS TO RECYCLING COLLECTION (cont.)

**2) A & L Disposal, LLC
157 South 21st Street
Bayonne, New Jersey 07002**

**Option Number 1 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Week):**

Year 1: 2022 (June – December)	-	\$ 36,892.00 (or \$ 5,270.00/month)
Year 2: 2023	-	\$ 58,104.00 (or \$ 4,842.00/month)
Year 3: 2024	-	\$ 61,009.00 (or \$ 5,084.00/month)
Year 4: 2025 (Option Year)	-	\$ 64,060.00 (or \$ 5,338.00/month)
Year 5: 2026 (Option Year)	-	\$ 67,263.00 (or \$ 5,605.00/month)

**Option Number 2 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Week):**

Year 1: 2022 (June – December)	-	\$ 73,783.00 (or \$ 10,540.00/month)
Year 2: 2023	-	\$ 116,209.00 (or \$ 9,684.00/month)
Year 3: 2024	-	\$ 122,019.00 (or \$ 10,168.00/month)
Year 4: 2025 (Option Year)	-	\$ 128,120.00 (or \$ 10,677.00/month)
Year 5: 2026 (Option Year)	-	\$ 134,525.00 (or \$ 11,210.00/month)

**Option Number 3 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Every Two (2) Weeks):**

Year 1: 2022 (June – December)	-	\$ 18,446.00 (or \$ 2,635.00/month)
Year 2: 2023	-	\$ 29,052.00 (or \$ 2,421.00/month)
Year 3: 2024	-	\$ 30,505.00 (or \$ 2,542.00/month)
Year 4: 2025 (Option Year)	-	\$ 32,030.00 (or \$ 2,669.00/month)
Year 5: 2026 (Option Year)	-	\$ 33,631.00 (or \$ 2,803.00/month)

**Option Number 4 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Every Two (2) Weeks):**

Year 1: 2022 (June – December)	-	\$ 36,892.00 (or \$ 5,270.00/month)
Year 2: 2023	-	\$ 58,104.00 (or \$ 4,842.00/month)
Year 3: 2024	-	\$ 61,009.00 (or \$ 5,084.00/month)
Year 4: 2025 (Option Year)	-	\$ 64,060.00 (or \$ 5,338.00/month)
Year 5: 2026 (Option Year)	-	\$ 67,263.00 (or \$ 5,605.00/month)

AS TO RECYCLING COLLECTION (cont.)

3) **Joseph Smentkowski, Inc.**
161 James Avenue
Jersey City, New Jersey 07306

**Option Number 1 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Week):**

Year 1: 2022 (March – December)	-	\$ 69,300.00 (or \$ 6,930.00/month)
Year 2: 2023	-	\$ 83,200.00 (or \$ 6,933.00/month)
Year 3: 2024	-	\$ 83,200.00 (or \$ 6,933.00/month)
Year 4: 2025 (Option Year)	-	\$ 85,800.00 (or \$ 7,150.00/month)
Year 5: 2026 (Option Year)	-	\$ 85,800.00 (or \$ 7,150.00/month)

**Option Number 2 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Week):**

Year 1: 2022 (March – December)	-	\$ 138,600.00 (or \$ 13,860.00/month)
Year 2: 2023	-	\$ 166,400.00 (or \$ 13,867.00/month)
Year 3: 2024	-	\$ 166,400.00 (or \$ 13,867.00/month)
Year 4: 2025 (Option Year)	-	\$ 171,600.00 (or \$ 14,300.00/month)
Year 5: 2026 (Option Year)	-	\$ 171,600.00 (or \$ 14,300.00/month)

**Option Number 3 - Three (3) Year Contract With Two (2) One Year Options
(One (1) Day Per Every Two (2) Weeks):**

Year 1: 2022 (March – December)	-	\$ 36,600.00 (or \$ 3,660.00/month)
Year 2: 2023	-	\$ 44,000.00 (or \$ 3,667.00/month)
Year 3: 2024	-	\$ 44,000.00 (or \$ 3,667.00/month)
Year 4: 2025 (Option Year)	-	\$ 44,000.00 (or \$ 3,667.00/month)
Year 5: 2026 (Option Year)	-	\$ 44,000.00 (or \$ 3,667.00/month)

**Option Number 4 - Three (3) Year Contract With Two (2) One Year Options
(Two (2) Days Per Every Two (2) Weeks):**

Year 1: 2022 (March – December)	-	\$ 69,300.00 (or \$ 6,930.00/month)
Year 2: 2023	-	\$ 83,200.00 (or \$ 6,933.00/month)
Year 3: 2024	-	\$ 83,200.00 (or \$ 6,933.00/month)
Year 4: 2025 (Option Year)	-	\$ 85,800.00 (or \$ 7,150.00/month)
Year 5: 2026 (Option Year)	-	\$ 85,800.00 (or \$ 7,150.00/month)

; and

WHEREAS, the bids were referred to the Mayor, Borough Administrator and Borough Attorney for review; and

WHEREAS, the Mayor, Borough Administrator and Borough Attorney have reviewed said bids and recommend the award of the Solid Waste Collection Contract to F. Basso, Jr. Rubbish Removal, Inc. (“Basso”, or “Vendor”), whose place of business is 55-93 South 20th Street, Irvington,

New Jersey 07111, for a three (3) year contract based on the bid proposal submitted by the Vendor under Option Number 1 for Solid Waste Collection Services, in an amount not to exceed three hundred thousand, seven hundred dollars for a three (3) year contract (\$300,700.00); and

WHEREAS, the Mayor, Borough Administrator and Borough Attorney in further reviewing the bids submitted, recommend the award of the Recycling Collection Contract to F. Basso, Jr. Rubbish Removal, Inc. (“Basso”, or “Vendor”), whose place of business is 55-93 South 20th Street, Irvington, New Jersey 07111, for a three (3) year contract, with two (2), one-year options based on the bid proposal submitted by the Vendor under Option Number 1 for Recycling Collection Services, in an amount not to exceed two hundred and eighty-eight thousand, six hundred and twenty-five dollars (\$288,625.00); and

WHEREAS, the Borough Attorney shall be authorized in drafting, amending, modifying and reviewing any contract between the Borough of East Newark and the Vendor for both the solid waste and recycling collection services, to seek any additional terms and conditions favorable to the Borough, including, but not limited to: the extension of said contract with two (2), one-year options, or one (1), two-year option for the solid waste collection services; and

WHEREAS, the Borough’s Chief Financial Officer shall certify that funding is and shall be available in the applicable budget years for the Borough to cover the expenditures for solid waste and recycling collection services; and

WHEREAS, the Mayor, Borough Administrator and Borough Attorney recommend that the Council’s acceptance of the Vendor’s Bid and the award of the Contract to the Vendor is in the best interest of the Borough and its residents.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of East Newark, County of Hudson, State of New Jersey, that it hereby accepts the Bid Proposals of, and awards a contract to F. Basso, Jr., Rubbish Removal Inc. (“Basso”, or “Vendor”), 55-93 South 20th Street, Irvington, New Jersey 07111, for the Solid Waste and Recycling Collection Services in the Borough of East Newark; and

BE IT FURTHER RESOLVED, that said contract is awarded based on the Vendor’s submission under Option Number 1 for Solid Waste Collection Services, in an amount not to exceed three hundred thousand, seven hundred dollars for a three (3) year contract (\$300,700.00); and the Vendor’s submission under under Option Number 1 for Recycling Collection Services, in an amount not to exceed two hundred and eighty-eight thousand, six hundred and twenty-five dollars (\$288,625.00), for a three (3) year contract with two (2), one-year options; and

BE IT FURTHER RESOLVED, the Borough Attorney is hereby authorized in drafting, amending, modifying and reviewing any contract between the Borough of East Newark and the Vendor for both the solid waste and recycling collection services, to seek any additional terms and conditions favorable to the Borough, including, but not limited to: the extension of said contract with two (2), one-year options, or one (1), two-year option for the solid waste collection services; and

BE IT FURTHER RESOLVED, that said contracts shall commence on or about June 1, 2022 (or on such date as the parties may agree), and shall terminate on or about December 31, 2024, unless and option to extend is agreed to, and exercised; and

BE IT FURTHER RESOLVED, that the Mayor (or her designee) and Borough Clerk be authorized to execute the implementing contract to effectuate obtaining said services, upon submission of the following items (including, but not limited to:), from F. Basso, Jr., Rubbish Removal Inc., to the review and satisfaction of the Borough Attorney:

1. Documents of required insurance coverage in conformance with the bid document (if not already submitted); and
2. Execution and return of the proposed contract agreements.

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CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Matthew Laracy, Chief Financial Officer of the Borough of East Newark, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount
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Matthew Laracy, CFO	Date
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Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Diaz						
Evaristo						
Graham						
Lucas						
Reis						
Zincavage						

CERTIFICATION

I, Kevin D. Harris, Borough Clerk of the Borough of East Newark, County of Hudson, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Borough Council at their special meeting held on Wednesday, May 18, 2022.

Kevin D. Harris
Borough Clerk

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6. BIDDING DOCUMENTS

6.1 BIDDING DOCUMENTS CHECKLIST

The following is a checklist of items, which must be submitted by all interested parties with their bid proposal:

- 6.2 Certified check, Cashier's check, or duly executed bid bond. ✓ 7B
- 6.3. Certificate of Surety ✓ 7B
- 6.4 Mandatory Equal Employment Opportunity Language ✓ 7B
- 6.5 Procurement and Service Contracts Language "A" ✓ 7B
- 6.6 Non-Collusion Affidavit ✓ 7B
- 6.7 Statement of Ownership ✓ 7B
- 6.8 Bidder's Experience and Qualifications ✓ 7B
- 6.9 Completed Questionnaire ✓ 7B
- 6.10 Certified photo-copes of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126 ✓ 7B
- 6.11 Bid Addenda Form ✓ 7B
- 6.12 Disclosure of Investment Activities in Iran Form ✓ 7B
- 6.13 Bidder's Proposal Certification ✓ 7B
- 6.14 Proposal Sheets ✓ 7B

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

F. Basso Jr Rubbish Removal Inc President
 Name of Firm or Individual Title
James Basso Jr. 4/4/22
 Signature Date

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.2 CERTIFIED CHECK, CASHIERS CHECK, OR DULY EXECUTED BID BOND

A certified check or cashier's check made payable to the order of the Borough of East Newark, or a duly executed bid bond in the amount of 10% of each bid, but in no case in excess of \$20,000.00 must be deposited by the bidder.

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

80 Main Street, Suite 330

West Orange, New Jersey 07052

Telephone: (973) 731-7650 - Fax: (973) 731-7889

BOND NO.: 53072

BID BOND

**DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:
SOLID WASTE AND RECYCLABLES COLLECTION BID**

KNOW ALL MEN BY THESE PRESENTS that we, **F. BASSO JR. RUBBISH REMOVAL, INC.**, as principal, and hereinafter referred to as "Principal", and **THE SERVICE INSURANCE COMPANY, INC.**, a corporation duly organized pursuant to the laws of the State of New Jersey, and authorized to transact business as a surety in the State of **NJ**, as surety, and hereinafter referred to as "Surety", are held and firmly bound unto **BOROUGH OF EAST NEWARK**, as obligee, and hereinafter referred to as "Obligee", in the sum of **10% of the "Amount of Bid" or TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**, for the payment of which sum Principal and Surety bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, Principal as submitted a bid to Obligee in the amount stated above for the described contract (hereinafter referred to as the "Bid");

NOW, THEREFORE, if Obligee shall accept the Bid within the period specified for acceptance thereof (and, if no period is specified, then within 60 days of the date of the Bid) and (a) Principal and Obligee thereafter enter into a contract strictly in accordance with the terms and conditions of the Bid, and Principal provides the performance and payment bonds that it is required to provide pursuant to the Bid (if any), or (b) Obligee is ready, willing, and able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, and Principal, without justification, fails or refuses to enter into such a contract or, without justification, fails or refuses to provide the performance and payment bonds that it is required to provide pursuant to the Bid, and Principal pays to Obligee the penalty specified in the Bid, up to the penal sum of this Bond as stated above, as a result thereof, or (c) Obligee is not ready, willing, or able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

CONSENT OF SURETY

Principal and Surety hereby certify and agree that, if Obligee shall accept the Bid within the period specified for acceptance thereof and shall enter into a contract with Principal relative thereto as described above, Surety will execute the performance and payment bonds that Principal is to provide as required by and in strict conformance with the Bid, without condition.

This Bond (including the Consent of Surety) is furnished to comply with the law of the jurisdiction governing the Bid. Any terms or conditions of this Bond (and/or the Consent of Surety) that conflict therewith shall be deemed deleted herefrom, and any requirements of the law of the jurisdiction that are not expressly set forth above shall be deemed incorporated herein. The intention is that this Bond (and Consent of Surety) be construed to conform with the law of the governing jurisdiction.

SIGNED AND DELIVERED THIS Monday, March 28, 2022.

F. BASSO JR. RUBBISH REMOVAL, INC. [PRINCIPAL]

By: 

THE SERVICE INSURANCE COMPANY, INC.



JAMES S. BURGER, PRESIDENT

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC), Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers, to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint ~~not applicable executed in home office~~ **not applicable executed in home office** Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Oblige for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Oblige may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 2nd day of April, A.D. 2019

THE SERVICE INSURANCE COMPANY, INC.


BY 
GLEN T. BURGER, TREASURER

BY 
JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
CITY OF WEST ORANGE) SS

On this 2nd day of April, A.D. 2019, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc., to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself depose the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360557
My Commission Expires 6/4/2022


Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 29 day of March, 2022

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY


JAMES S. BURGER, PRESIDENT

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.3 CERTIFICATE OF SURETY/CONSENT OF SURETY

FORM "A" (Surety Company)

KNOW ALL MEN BY THESE PRESENT:
New Jersey Statutory Form N.J.S.A. 2A:44 - 147

THAT WE, the undersigned,

and _____, as Surety, _____
are hereby held and firmly bound unto the BOROUGH OF EAST NEWARK, in the penal
sum

of _____ dollars, for payment of which well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this _____ day of _____, 2022

The condition of the above obligation is such that WHEREAS, the above named Principal
did, on the _____ day of _____, 2022 enter into a contract
with the BOROUGH OF EAST NEWARK to

_____ which said contract is made a part of this the bond the same as though set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by
Principal to be done and performed accordingly to the terms of said contract, and shall pay
all lawful claims of subcontractors, materialmen, laborers, persons, forms or corporation
for labor performed or materials, provisions, provender or other supplies or teams, fuels,
oils, implements or machinery furnished, used or consumed in the carrying forward,
performing or completing of said contract, we agreeing and assenting that this
understanding shall be for the benefit of any subcontractor, materialman, laborer, person,
firm or corporation having a just claim, as well as for the obligee herein; then this
obligation shall be void; otherwise the same shall remain in full force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees than no modification, omissions or additions
in or to the terms of the said contract or in or to the plans or specifications therefor shall in
anyway affect the obligation of said Surety on its bond.

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IN WITNESS WHEREOF, THE Principal and Surety have hereunto set their hand and seals, or caused this Instrument to be signed by their proper corporate officers and have affixed their proper corporate seals, on the date shown below.

DATE

Signed, sealed and delivered in the
presence of

PRINCIPAL

ATTEST:

By: _____

Dated: _____

SURETY

Signed, sealed and delivered in the presence of

ATTEST: _____

By: _____

If PRINCIPAL is an individual, complete the following acknowledgment:

STATE OF _____) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, A Notary Public of the State of _____ personally appeared _____ who, I am satisfied, _____ the person named in and who executed the within instrument, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ act and deed, for the uses and purposes therein expressed.

Notary Public Of _____ My Commission Expires _____

If PRINCIPAL is a corporation, complete the following acknowledgment:

STATE OF _____) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 2022 before me, the subscriber, a Notary Public of the State of _____ personally appeared _____, who, being by me duly sworn on his/her oath,

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disposes and makes proof to my satisfaction that he/she is the Secretary of _____, the Corporation named in the within Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said _____ President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn and subscribed to before me _____ the date aforesaid.

A Notary Public of _____ My Commission Expires _____

If SURETY is an individual, complete the following acknowledgment:

STATE OF _____) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 2022 before me, the subscriber, A Notary Public of the State of _____ personally appeared _____ who, I am satisfied, _____ the person named in and who executed the within instrument, and thereupon acknowledged that he/she signed, sealed and delivered the same as _____ act and deed, for the uses and purposes therein expressed.

If SURETY is a corporation, complete the following acknowledgment:

STATE OF _____) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on _____, 2022 before me, the subscriber, a Notary Public of the State of _____ personally appeared _____, who, being by me duly sworn on his/her oath, Secretary of _____, the Corporation named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereto as attesting witness.

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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Sworn and subscribed to me before me the date aforesaid _____.

A Notary Public of _____ My Commission Expires _____

6.4 **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
(N.J.S.A. 10.5-31 ET SEQ)
(N.J.A.C. 17:27)

GOODS, SERVICES AND PROFESSIONAL CONTRACTS

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

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

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

The Contractor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by

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N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

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

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statues and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court Decisions.

The Contractor and its Subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be 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 required by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

F. Basso Tr Rubbish Removal Inc
Name of Firm or Individual

Frank Basso Jr.
Signature

President
Title

4/4/22
Date

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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6.5 PROCUREMENT AND SERVICE CONTRACTS LANGUAGE "A"

In the event that you or your firm is awarded this contract, our office upon award will send the necessary forms. These should be submitted within seven (7) working days of notification. (Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., codified at N.J.A.C. 17:27-1.1 et seq.)

1. Does this contract have the potential of having a dollar value of \$17,500.00 or better?
 Yes (If yes, complete #2)
 No (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?
 Yes (If yes submit a Photostat copy)
 No (If no, complete "A" below)
 - A. Does your company have a Certificate of Employee Information Report?
 Yes (If yes, submit a Photostat copy)
 No (If no, complete "B" below)

 - B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

3. Each contract over \$17,500.00 must also contain Language "A" .

4. Are you a minority owned business? Yes No

All successful vendors must submit one of the following forms of evidence:

1. Letter of Federal Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

I certify that the above information is correct to the best of my knowledge.

Name: Frederick Basso Jr Title: President
Signature: Frederick Basso Jr Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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Contractor: Please complete and sign this form and return it with your contract or Bid Proposal.

AN EQUAL OPPORTUNITY EMPLOYER

Special Note: This questionnaire must be completed, signed and returned with your bid.

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Essex

I, Fredrick Basso Jr of the Municipality of Cedar Grove
County of Essex and the State of
New Jersey being of full age and being duly sworn according to law on my
oath depose and say that:

I am President

Of the firm of F. Basso Jr Rubbish Removal Inc

the bidder making the Proposal for the above named project; that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge; that the State of New Jersey and Owner relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said project.

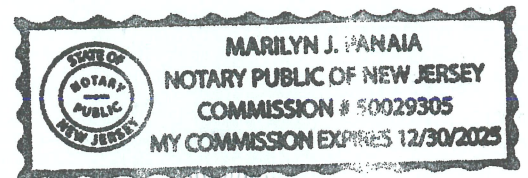
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

June Basso Jr. 3/31/22 (N.J.S.A. 52:34-15)

Subscribed and sworn to _____

Before me this day of 3/31, 2022.

M. Paniaia
NOTARY PUBLIC OF NJ



My Commission Expires 12/30 2025

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.7 STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: F. Basso Jr Rubbish Removal Inc.

Organization Address: 55-93 South 20th St. Irvington N.J. 07111

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Frederick Basso Jr 100%	1307 Holly Lane, Cedar Grove N.J. 07009

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

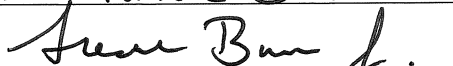
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of East Newark is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of East Newark to notify the Borough in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Borough of East Newark to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frederick Basso Jr	Title:	President
Signature:		Date:	4/4/22

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

**6.8 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL
ABILITY**

AFFIDAVIT

STATE OF NEW JERSEY)
COUNTY OF Essex)

Solid Waste and Recyclables
Collection Bid
SS: (PROJECT NAME)

I, Frederick Basso Jr,
Of the Firm F. Basso Jr Rubbish Removal Inc.

And being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of East Newark to award to F. Basso Jr Rubbish Removal Inc the contract for solid waste collection (and recycling) services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of East Newark will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of East Newark may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough of East Newark, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of East Newark with any information necessary to verify the answers given.

F. Basso Jr Rubbish Removal Inc
Name of Firm or Individual

Frederick Basso Jr.
Signature

President
Title

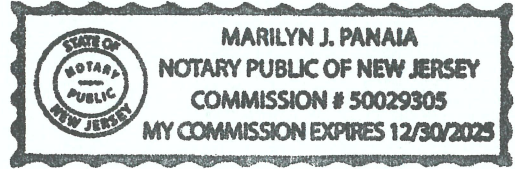
4/4/22
Date

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

Subscribed and sworn to before me this 31 Day of March 2022

M. Panaia
NOTARY PUBLIC OF NJ

My Commission Expires 12/30 2025



Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.



**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.9 QUESTIONNAIRE

This questionnaire must be filled out and submitted with as part of the Bid Proposal for solid waste collection and disposal for the Borough of East Newark. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

56 years

2. List any other names under which the bidder, its partners or officers has conducted business in the past five years.

None

3. Has the bidder failed to perform any contract awarded to it by the Borough of East Newark under its current or any past name in the past five years? If the answer is "yes", state when, where and why. A complete explanation is required.

Yes _____ No

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of East Newark in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

Yes _____ No _____

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

See attachment # 1

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.

- a. Name of contracting unit; *See attachment # 2*
- b. Approximate population of contracting unit;
- c. Term of contract from/to;
- d. How were materials collected?
- e. Give location of disposal site or sites and methods used in the disposal of solid waste;
- f. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years or service, present condition and the type and size of the truck bodies.

See attachment # 3

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

8. Where can this equipment described above be inspected?

55-93 South 20th St
Irvington N.J 07111

9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.

Bidder owns all necessary
equipment to perform the services.

10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller.

N/A

11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.

N/A

12. List the name and address of three credit or bank references.

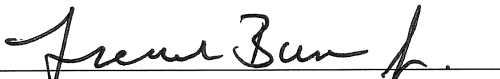
See attachment #4

13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and the financial statement or balance sheet of the bidder, certified by a certified public accountant.

14. A complete list of shareholders owning 10% or more of the stock of the bidder is annexed if it is a corporation. If bidder is a partnership, a complete list of the partners is annexed. If a sole proprietorship, the name and address of the owner is annexed.

Frederick Basso Jr owns 100% of the
stock of F. Basso Jr Rubbish Removal Inc.

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

<u>F. Basso Tr Rubbish Removal Inc.</u>	<u>President</u>
Name of Firm or Individual	Title
<u></u>	<u>4/4/22</u>
Signature	Date

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.10 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/ A-901
APPROVAL LETTER

Name: F. Basso Jr Rubbish Removal Inc.

Complete Address: 55-93 South 20th St
Irvington N.J. 07111

Telephone Number: 973 483-1671

Date: 1/15/99 SW 0289
Certificate Number

**ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TOGETHER WITH AN ORIGINAL
COPY OF A-901 APPROVAL LETTER.**

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.11 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: F. Basso Tr Rubbich Removal Inc
(Name of Bidder)

By: Frederick Basso Jr.
(Signature of Authorized Representative)

Name: Frederick Basso Tr
(Print or Type)

Title: President

Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

6.12 State of New Jersey – Division of Purchase and Property / Borough of East Newark, NJ
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid Name: Solid Waste and Recyclables Collection Bid
Bid Due Date: 4/6/22
Bidder: F. Basso Jr Rubbish Removal Inc

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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 NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: **OR**
- I am unable to certify as above because the bidder and/or one of more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	

**UNIFORM BID SPECIFICATIONS SOLID WASTE
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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 State of New Jersey and the Borough of East Newark are 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 State of New Jersey and the Borough to notify the State of New Jersey and the Borough 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 State of New Jersey and/or the Borough of East Newark and that the State and/or the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Frederick Basso Jr Signature: *Frederick Basso Jr*
Title: President Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.13 BIDDER'S PROPOSAL SOLID WASTE AND RECYCLING

Proposal for Solid Waste and Recycling collection beginning _____.

BOROUGH OF EAST NEWARK

I or we F. Basso Jr Rubbish Removal Inc
Of 55-93 South 20th St
(COMPLETE ADDRESS)
Irrington, N.J 07111
(CITY, STATE, ZIP)

Hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

Juan Basso Jr.
Signature

Affix Seal if a
Corporation.

President
Title

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

6.14 PROPOSAL SHEETS (1 of 6)

SOLID WASTE COLLECTION OPTION 1 (3 Year Option)
COLLECTION – 3 DAYS PER WEEK (MONDAY WEDNESDAY AND SATURDAY)

The Borough requests cost proposals to perform Solid Waste Collection, Option 1 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2022: (in numbers) \$ 9700.00 *Monthly price for the remaining months of 2022.*
(in words) Nine thousand seven hundred dollars / month

January 1, 2023 – December 31, 2023: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars.

Company: F. Basso Jr Rubbish Removal Inc.

Address: 55-93 South 20th St

City / State / Zip Code Irvington, N.J. 07111

Representative (print name): Frederick Basso Jr.

Signature: Juan Basso

Title: President

Telephone: 973 483-1671 Fax: 973 433-0857

Date 4/4/22

*See attachment #5
Additional proposal sheet.
Solid Waste Collection
2 Days Per Week Monday and Thursday*

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

PROPOSAL SHEETS (2 of 6)

SOLID WASTE COLLECTION OPTION 2 (5 Year Option)

COLLECTION – 3 DAYS PER WEEK (MONDAY, WEDNESDAY AND SATURDAY)

The Borough requests cost proposals to perform Solid Waste Collection, Option 2 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2022: (in numbers) \$ 9700.00 *Monthly price for the remaining months of 2022.*
(in words) Nine thousand seven hundred dollars / month.

January 1, 2023 – December 31, 2023: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars

January 1, 2024 – December 31, 2024: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$ 116,400.00
(in words) One hundred sixteen thousand four hundred dollars.

Company: F. Basso Jr Rubbish Removal Inc.

Address: 55-93 South 20th St.

City / State / Zip Code Irvington, N.J. 07111

Representative (print name): Frederick Basso Jr.

Signature: *Frederick Basso Jr.*

Title: President

Telephone: 973 4831671

Fax: 973 433-0857

Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

PROPOSAL SHEETS (3 of 6)

RECYCLING COLLECTION OPTION 1

Option 1 shall be for the collection, removal and disposal of comingled recyclable materials for a period of three (3) years with two (2) one (1) year extensions not to exceed five (5) years, concurrent with solid waste contract.

The following materials shall be collected one (1) day a week as noted.

Recycling will be collected once a week on Tuesday.

The Borough requests cost proposals to perform Recycling Collection, Option 1 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2022: (in numbers) \$ 5,175.00 *Monthly price for the remaining months of 2022.*
(in words) Five thousand one hundred seventy five dollars

January 1, 2023 – December 31, 2023: (in numbers) \$ 62,100.00
(in words) Sixty two thousand one hundred dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$ 62,100.00
(in words) Sixty two thousand one hundred dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$ 62,100.00
(in words) Sixty two thousand one hundred dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$ 66,100.00
(in words) Sixty six thousand one hundred dollars.

Company: F. Basso Jr Rubbish Removal Inc.

Address: 55-93 South 20th St.

City / State / Zip Code Irvington, N.J 07111

Representative (print name): Frederick Basso Jr

Signature: Frederick Basso Jr

Title: President

Telephone: 973-483-1671 Fax: 973-433-0857

Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

PROPOSAL SHEETS (4 of 6)

RECYCLING COLLECTION OPTION 2

Option 2 shall be for the collection, removal and disposal of comingled recyclable materials for a period of three (3) years with two (2) one (1) year extensions not to exceed five (5) years concurrent with solid waste contract.

The following materials shall be collected two (2) days every week as noted.

Recycling will be collected twice every week on Tuesday and Thursday.

The Borough requests cost proposals to perform Recycling Collection, Option 2 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2012: (in numbers) \$ 7,365.00 ^{Monthly price for} ^{the remaining months} ^{of 2022.}

(in words) Seven thousand three hundred sixty five dollars / mo.

January 1, 2023 – December 31, 2023: (in numbers) \$ 88,380.00

(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$ 88,380.00

(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$ 88,380.00

(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$ 92,380.00

(in words) Nine two thousand three hundred eighty dollars.

Company: F. Basso Jr Rubbish Removal Inc.

Address: 55-93 South 20th St

City / State / Zip Code Irvington, N.J. 07111

Representative (print name): Frederick Basso Jr

Signature: Frederick Basso Jr

Title: President

Telephone: 973 4831671 Fax: 973 433 0857

Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

PROPOSAL SHEETS (5 of 6)

RECYCLING COLLECTION OPTION 3

Option 3 shall be for the collection, removal and disposal of comingled recyclable materials for a period of not to exceed five (5) years concurrent with solid waste contract.

The following materials shall be collected one day every two weeks as noted.

The Borough requests cost proposals to perform Recycling Collection, Option 3 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2022: (in numbers) \$ 5,175.00 *Monthly price for the remaining months of 2022.*

(in words) Five thousand one hundred seventy five dollars /mo.

January 1, 2023 – December 31, 2023: (in numbers) \$ 62,100.00

(in words) Sixty two thousand one hundred dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$ 62,100.00

(in words) Sixty two thousand one hundred dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$ 62,100.00

(in words) Sixty two thousand one hundred dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$ 66,100.00

(in words) Sixty six thousand one hundred dollars.

Company: F. Basso Jr Rubbish Removal Inc

Address: 55-93 South 20th St.

City / State / Zip Code Irvington, N.J. 07111

Representative (print name): Frederick Basso Jr

Signature: *Frederick Basso Jr*

Title: President

Telephone: 973 4831671 Fax: 973 433 0857

Date: 4/4/22

**UNIFORM BID SPECIFICATIONS SOLID WASTE
AND RECYCLABLE MATERIALS COLLECTION SERVICE**

PROPOSAL SHEETS (6 of 6)
RECYCLING COLLECTION OPTION 4

Option 4 shall be for the collection, removal and disposal of comingled recyclable materials for a period of not to exceed five (5) years concurrent with solid waste contract.

The following materials shall be collected two (2) days every two (2) weeks as noted.

The Borough requests cost proposals to perform Recycling Collection, Option 4 as described in Section 5 in strict accordance with the work specifications

March 1, 2022 – December 31, 2022: (in numbers) \$ 7365.00 ^{Monthly price for} ^{the remaining months} ^{of 2022.}
(in words) Seven thousand three hundred sixty five dollars/month.

January 1, 2023 – December 31, 2023: (in numbers) \$ 88,380.00
(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$ 88,380.00
(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$ 88,380.00
(in words) Eighty eight thousand three hundred eighty dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$ 92,380.00
(in words) Nine two thousand three hundred eighty dollars.

Company: F. Basso Jr Rubbish Removal Inc.

Address: 55-93 South 20th St.

City / State / Zip Code Irvington, N.J. 07111

Representative (print name): Frederick Basso Jr

Signature: 

Title: President

Telephone: 973 4831671 Fax: 973 433 0857

Date: 4/4/22

ATTACHMENT NO. 5

Additional Proposal Sheet: Option No. 3

SOLID WASTE COLLECTION OPTION NO. 3 (5-year option)

COLLECTION – 2 DAYS PER WEEK (MONDAY AND THURSDAY)

Solid waste collection as described in Section 5 in strict accordance with the work specifications:

March 1, 2022 - December 31, 2022: (in numbers) \$9,532.00 monthly price for the remaining months of 2020.

(in words) Nine thousand five hundred thirty-two dollars/per month.

January 1, 2023 – December 31, 2023: (in numbers) \$114,384.00

(in words) One hundred fourteen thousand, three hundred eighty-four dollars.

January 1, 2024 – December 31, 2024: (in numbers) \$114,384.00

(in words) One hundred fourteen thousand, three hundred eighty-four dollars.

January 1, 2025 – December 31, 2025: (in numbers) \$114,384.00

(in words) One hundred fourteen thousand, three hundred eighty-four dollars.

January 1, 2026 – December 31, 2026: (in numbers) \$114,384.00

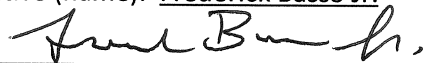
(in words) One hundred fourteen thousand, three hundred eighty-four dollars.

Company: F. Basso Jr. Rubbish Removal Inc.

Address: 55-93 South 20th Street

City/State/Zip Code: Irvington, New Jersey 07111

Representative (name): Frederick Basso Jr.

Signature: 

Title: President

Telephone: 973-483-16711

Fax: 973-433-0857

Date: April 4, 2022

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY

RESOLUTION AUTHORIZING THE MAYOR (OR HER DESIGNEE) AND THE BOROUGH CLERK TO EXECUTE, AND ENTER INTO A SHARED SERVICES AGREEMENT ON BEHALF OF THE BOROUGH OF EAST NEWARK WITH THE COUNTY OF BERGEN FOR ANIMAL CONTROL AND SHELTERING SERVICES FOR THE BOROUGH OF EAST NEWARK

WHEREAS, the County of Bergen (the “County”) is a body politic and corporate of the State of New Jersey with main offices located at One Bergen County Plaza, Hackensack, New Jersey 07601; and

WHEREAS, the Borough of East Newark (the “Borough” or the “Municipality”) is a municipal corporation of the State of New Jersey with offices located at 34 Sherman Avenue, East Newark, Hudson County, New Jersey 07029; and

WHEREAS, the Bergen County Department of Health Services (“BCDHS”) coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations; and

WHEREAS, the County through BCDHS offers comprehensive Animal Control and Sheltering services pursuant to N.J.A.C. Title 8, N.J.S.A. 52:4.3 and the rabies statutes, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations, and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, the BCDHS is approved and registered by the New Jersey Department of Environmental Protection (“NJDEP”) to collect and dispose of solid waste (animal carcasses) pursuant to N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2(a)(2); and

WHEREAS, all BCDHS vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab pursuant to N.J.A.C. 7:26-3.4(h); and

WHEREAS, the County and the Municipality (collectively the “Parties”) have a vested interest in protecting neighborhoods and promoting health and public safety and conclude that it is in the best interests of the health, safety and welfare of its citizens and residents to have the County provide Animal Control and Sheltering Services to the Borough; and

WHEREAS, the parties now wish to enter into the proposed Shared Services Agreement to allow for the County’s providing of Animal Control Services to the Borough; and

WHEREAS, the Contract shall allow for the provision of services through December 31, 2022, and shall be in an amount not to exceed six thousand dollars (\$6,000.00); and

WHEREAS, such Agreement shall be subject to the review, negotiation, amendment and/or modification of the Borough Attorney; and

WHEREAS, pursuant to the *Uniform Shared Services and Consolidation Act*, N.J.S.A. 40A:65-1 et seq., (the “Shared Services Act”) any local unit may enter into an agreement with any other local unit

or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the property purposed of any of the participating local units.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of East Newark, County of Hudson, State of New Jersey, that the Mayor (or her designee) and the Borough Clerk are authorized to enter into a Shared Services Agreement with the County of Bergen, One Bergen County Plaza, Hackensack, New Jersey 07601, for the County’s providing of Animal Control and Sheltering Services to the Municipality; and

BE IT FURTHER RESOLVED that said Agreement shall allow for the provision of services through December 31, 2022, and shall be for an amount not to exceed six thousand dollars (\$6,000.00); and

BE IT FURHER RESOLVED that this Agreement is entered into pursuant to the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, (the “Shared Services Act”), wherein any local unit may enter into an agreement with any other local unit or units to provide or receive any services that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction, including services incidental to the property purposed of any of the participating local units; and

BE IT FURTHER RESOLVED, that the Borough Attorney be hereby authorized to make necessary modifications and/or amendments to the Agreement, without further review by the Council that preserve and protect the Borough’s interest as a party.

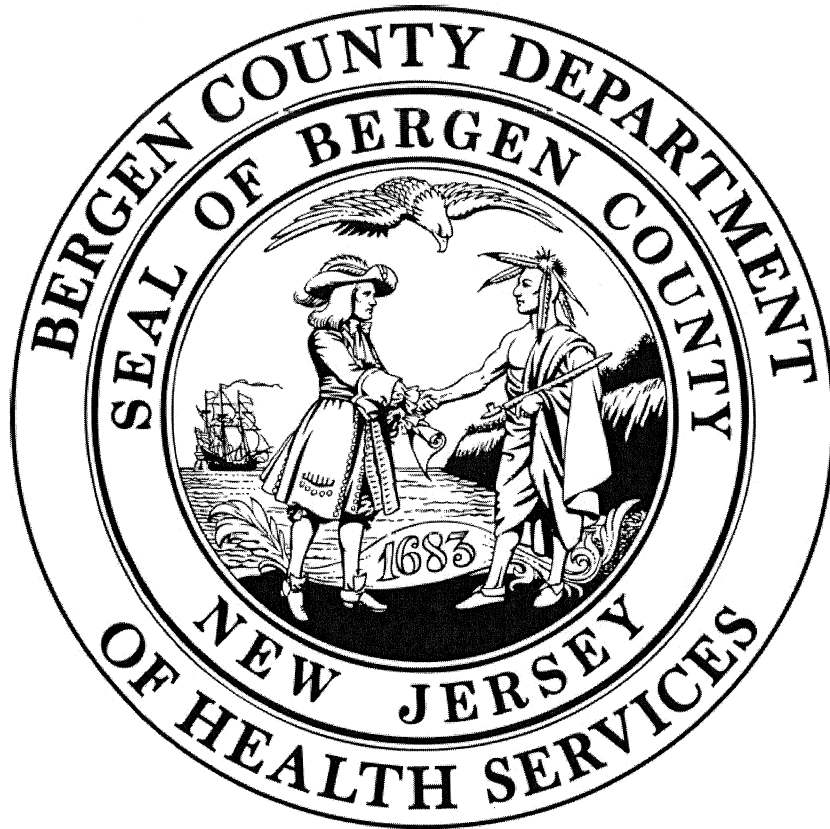
#

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Diaz						
Evaristo						
Graham						
Lucas						
Reis						
Zincavage						

CERTIFICATION

I, Kevin D. Harris, Borough Clerk of the Borough of East Newark, County of Hudson, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Mayor and Borough Council at their special meeting held on Wednesday, May 18, 2022.

 Kevin D. Harris
 Borough Clerk



**BERGEN COUNTY DEPARTMENT OF HEALTH
SERVICES**

2022

PUBLIC HEALTH

SHARED-SERVICES AGREEMENT

with

Borough of East Newark

THIS AGREEMENT, made on _____, by and between the:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County"

And the Borough of East Newark a municipal corporation of the State of New Jersey herein referred to as the "Municipality"

WITNESSETH

WHEREAS, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey; and

WHEREAS, Borough of East Newark ("Municipality") is a Municipality Corporation of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.N.S.A._40A:65-1 et seq) promotes the broad use of shared services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services (herinafter, referred to as "BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services set forth in the attached Appendix; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and enables the development of an integrated, coordinated Public Health System at the local, county and state levels; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the roles and responsibilities of the local boards of health with needed local and regional capacity at a county level; and

WHEREAS, N.J.A.C. 8:52 et seq. includes the State Sanitary Code and nursing services including infectious disease prevention, surveillance and control, as well as school immunization auditing; and

WHEREAS, the County offers comprehensive Animal Control and sheltering services, N.J.A.C. Title 8; N.J.S.A. 52:4.3 and the rabies statutes, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) pursuant to N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a) 2; and

WHEREAS, All Bergen County Department of Health Services Animal Control vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h); and

WHEREAS, the Municipality desires to contract for the furnishing of health services of a technical and professional nature by the BCDHS to the Municipality, pursuant to N.J.S.A. 26:3A2-1 *et seq* and as further specified herin; and

WHEREAS, Bergen County Freeholder Resolution # adopted on , authorized the Country's shared-services to participating municipalities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution # adopted on authorized the County Executive to enter into an agreement with the participating municipalities; and

WHEREAS, the Borough of East Newark adopted a resolution dated _____ authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herin; and

NOW THEREFORE BE IT RESOLVED, that in consideration of the premises, and of the covenants, terms and conditions herinafter set forth, the parties agree as follows:

The Borough of East Newark shall contract with the BCDHS for the following Shared Services:

Animal Control Services

The Municipality shall be obliged for and agree as follows:

1. Payments:

- a. The Municipality shall pay the BCDHS according to the enclosed schedule for the current agreement. Invoicing for fixed payment amounts shall be made semi-annually with the first payment due no later than the 15th day of May and covering the timeframe of January through June and the second payment due no later than the last business day of November and covering the timeframe of July through December.
- b. For services based on an hourly rate or per unit service charge, the BCDHS will invoice three times per year for the timeframes of January through May, June through October, and November through December of each year. The January thru May invoice will be due no later than the 15th day of May and the June through October invoice will be due no later than the last business day of November. The November through December invoice will be due no later than the last business day of January.

2. Public Health Staff/Contracted Vendors:

- a. The public health staff/contracted vendors at the local level will be responsible for timely communication of all emergencies, (e.g. communicable disease, disaster information) information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.
- b. Contracted vendors of the municipalities will be responsible for communicating (via phone, fax, and/or e-mail), documenting, and

reporting to the County all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

3. Hold Harmless:

- a. The Municipality shall defend, indemnify, protect and save harmless the BCDHS and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Municipality, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the of the health officer license shall be the sole responsibility of the Municipality and the Municipality shall indemnify and hold harmless the County from any such activity.
- b. Further, the Municipality shall be responsible for and shall indemnify County and its employees for all costs, injuries or damages, suffered by any County employee while performing his/her duties as a County employee on behalf of the Municipality pursuant to the terms and conditions of this Agreement. This indemnification shall also apply to any damages suffered to any County property or equipment while in use under the terms and conditions of this Agreement. Any damages or injuries suffered by County employees or County property caused solely by the negligence of the County employee shall be the sole responsibility of the County.

4. Miscellaneous:

- a. Entire Agreement This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein. The Parties agree that prior to the commencement of any litigation due to a dispute between the Parties under this Agreement, the Parties shall agree to first commence a non-binding mediation process to attempt to resolve said disputes. Mediation shall be before a mutually acceptable retired Superior Court Judge from Bergen County and the Parties agree to follow the mediation process as set forth by the Judge.

- b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

5. Duration, Cancellation & Amendments

- a. Term: The BCDHS shall provide the services specified herein from January 1, 2022 through December 31, 2022.
- b. Termination: This Agreement shall be automatically renewed at the then current rate. Notice of intent to terminate this agreement must be provided by the municipality to BCDHS with one hundred twenty days (120) days written notice (with proof of delivery) prior to the expiration of the current Agreement. BCDHS shall notify the Municipality of any changes in the terms of this Agreement, including but not limited to changes in fees and/or services, at least one hundred and twenty (120) days prior to the expiration of the current term. This Agreement may also be terminated, with or without cause by any party, with one hundred and twenty (120) days written notice (with proof of delivery) to the other party.

6. Attachments

a. Appendix A for each contracted Shared Service:

A-1 Animal Control Services

b. County Freeholders Resolution # _____ adopted _____

c. Municipality Resolution # _____ adopted _____

d. Payments Schedule

BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES
SHARED-SERVICE AGREEMENT
COST SUMMARY for
Borough of East Newark

CONTRACT TERM LENGTH: 1 year

DURATION: 01/01/22 - 12/31/22

Animal Control

Year	Total
2022	\$6,000.00

Agreement Totals

Year	Total
2022	\$6,000.00

APPENDIX A-1 ANIMAL CONTROL SERVICES

Animal Control Services

This agreement meets the mandatory municipal compliance for Animal Control including applicable sections of N.J.S.A. 4:19, N.J.A.C. 8:23A, N.J.A.C. 8-52 and N.J.A.C. 8:57. Animal Program services will be provided at the Bergen County Animal Shelter and Adoption Center (BCASAC), 100 United Lane, Teterboro, NJ 07608.

Mandated Services: Animal regulatory control compliance:

- a. All stray animal patrol and response done by State Certified Animal Control Officers
- b. Stray animal housing and care
- c. Rabies control including free vaccination clinics
- d. Surveillance trapping, specimen preparation and transportation to NJ PHEAL (New Jersey Public Health Environmental and Agricultural Laboratory)
- e. Rabies specimen preparation for testing in human exposure cases
- f. Confinement services for stray and owned animals involved in bite cases
- g. Animal Control related humane euthanasia services
- h. Emergency Veterinarian services for sick or injured domestic stray animals. This practice exceeds the basic care (alleviate pain and suffering) required under N.J.A.C. 8:23A-1.9.

The BCASAC provides comprehensive full-time veterinary care to sick or injured domestic animals entering the shelter at no additional cost to the contracting municipality.

County Services included with this Agreement:

- a. Animal control officer available 24/7, 365 days per year.
- b. Impoundment of stray domestic animals not limited to public property
- c. Animal mobile adoption/community education services
- d. Rabies vaccination clinic/ State rabies vaccine distribution program
- e. Wildlife rescue including injured animals and orphaned juveniles
- f. Feral and dangerous animal trapping
- g. Electronic maintenance of lost & found animal records
- h. Disaster response in all emergencies
- i. Comprehensive follow up for rabies control and human exposure, including County REHS staff, County nursing staff, and County Health Officer
- j. Routine rabies surveying and specimen preparation
- k. Dead on Arrival (DOA) carcass removal from all municipal public areas
- l. Deer carcass removal from all public and private property
- m. Comprehensive feral cat trap, neuter & release (TNR) program

Resident Services Available: (fee based, visit www.co.bergen.nj.us)

- a. Respite animal housing and care in cases of eviction, hospitalization, limited to 30 days
- b. Surrender of domestic animals, reptiles and birds
- c. Reclaim: Pet retrieval by owner (with appropriate documentation)
- d. Involuntary impoundment and/or court ordered
- e. Low-cost routine vaccinations (cats & dogs)
- f. Pet Microchipping (cats & dogs)
- g. Respectful disposal of deceased animals
- h. Limited services for wildlife removal on private property: typically a single animal within a garage, yard or accessible living area of the home. Residents with infestation of rodents, bees, squirrels, raccoons, etc., will need to contract with a private pest control company. The ACO reserves the right to evaluate the situation to determine if it is within the scope of services.

Service Availability / Hours of Operation:

The BCASAC is open to the public in excess of the state minimum of two (2) hours per day. Residents seeking adoption or reclaim information should be directed to the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ, (201) 229-4600.

Animal Control staff is available 24 hours per day / seven (7) days a week. All requests for immediate Animal Control Officer Response should be routed through your municipal Police Department to the Bergen County Public Safety Dispatch Center (201-785-8505). Non-emergency requests and resident inquiries should be directed to the Animal Control division's office at (201) 229-4616.

Deer Carcass Removal: In contracting municipalities, deer carcasses shall be removed from the roadway pavement and adjoining turf medians and shoulder areas within the public right-of-way within 48 hours. The carcasses shall be removed by a NJ DEP licensed transporter and taken to a disposal facility licensed to receive carcasses.

State Roads: Deer carcass removal from state roads within the municipality must be arranged through the N.J. D.O.T. by fax at (609) 588-2511, by phone at 1-609-588-6211, or via the website at <http://www.state.nj.us/transportation/commuter/potholeform.shtm>

County Roads: Bergen County will provide deer carcass removal services on all County roads within the municipality through the County's third-party contractor. Requests for this service are initiated by the municipal police department sending a completed 'Deer Carcass Removal' form (enclosed) to Animal Control at fax number 201-440-2567 or 201-440-2568.

Municipal Roads: Those municipalities contracting for Animal Control Services with BCDHS may utilize the **County Roads** procedure noted above for their municipal roads. Those municipalities not contracting for Animal Control Services with the BCDHS will have to secure their own agreement for deer carcass removal on municipal roads.

Handling of Strays: Strays are accepted from contracting municipalities regardless of whether they are brought in to the Shelter facility by the Animal Control Officer or the public. They may be dropped off during normal Shelter hours.

Wildlife: Animal Control will provide educational guidance to residents for wildlife/pest control concerns on private property. Services beyond the scope of the capabilities of the animal control services shall be referred to private vendors at the choice of the owner.

Adoption: All animals are evaluated, medically and behaviorally, for adoption. Comprehensive efforts are made to provide for the adoption of all eligible animals. All adoption and reclaims are handled at the Bergen County Animal Shelter and Adoption Center, 100 United Lane, Teterboro, NJ 07608. Special hours have been designated for adoption and are listed on the website:
<http://www.co.bergen.nj.us/index.aspx?NID=1002>

Field Operations: The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2.

Animal Control maintains fully equipped, temperature-controlled vehicles. All Bergen County Department of Health Services Animal Control vehicles display the required NJDEP decal, the NJDEP Solid Waste Registration and carry the required Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h). Each animal control officer carries a cell phone and police radio for immediate consultation. During all hours, Municipal Police or Health Department officials, using the County Communication System at (201) 785-8505, may reach an Animal Control Officer to expedite response time.

SIGNATURES

IN WITNESS WHEREOF, the County of Bergen, and Borough of East Newark have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

PLEASE PLACE MUNICIPALITY SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

By: *Kevin P. Hamm*

Title: *Borough Clerk*

Date: _____

MUNICIPALITY

By: *Alina M. Aiello*

Title: *MAYOR*

Date: *5-9-22*

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

James J. Tedesco III,
County Executive

or

Thomas J. Duch, Esq.
County Administrator/County Counsel

Date: _____

PAYMENTS SCHEDULE
Borough of East Newark

2022 Schedule of Services and Fees

The County shall perform the services set forth in the attached Appendix A as specified below:

1. Animal Control Services	\$ 6,000.00
TOTAL AGREEMENT 2022 COST PER ANNUM:	\$ 6,000.00