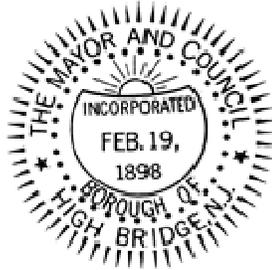


# **BOROUGH OF HIGH BRIDGE**



**Hunterdon County**

**New Jersey**

## **BID PACKAGE**

### **Sale of Borough Water System**

**Bid Opening Date – Jun 14, 2017**

**Time – 11:00 AM**

#### **HIGH BRIDGE BOROUGH COUNCIL**

Mayor Desire	Mayor
Christopher Zappa	Council President
Keir LoIacono	Councilman
Adrienne Shipps	Councilwoman
Michael Stemple	Councilman
Stephen Strange	Councilman
Lynn Hughes	Councilman



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BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

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BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: June 14, 2017 AT 11:00 AM

**NOTICE IS HEREBY GIVEN** that the Borough of High Bridge, County of Hunterdon, State of New Jersey is seeking Bids from qualified firms to purchase and operate the Borough Water System. Sealed Bids will be received and opened by Adam Young, Acting Clerk of the Borough of High Bridge on June 14, 2017 at 11:00 AM local prevailing time in the Meeting Room at the Municipal Building, 97 West Main St, High Bridge, NJ 08829, at which time and place bids will be opened and read in public for:

### **SALE OF BOROUGH WATER SYSTEM**

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#### **Project Description**

Specifications and other bid information may be reviewed and obtained in the Clerk's Office during regular business hours 8:30 am to 4:00 pm, Monday through Friday excluding holidays. Any notices of addendums or cancellation and postponements may be found at [www.HighBridge.org](http://www.HighBridge.org) under the "Bids" tab. Questions shall be submitted in writing via email to [clerk@highbridge.org](mailto:clerk@highbridge.org).

Bid documents are provided free of charge in Adobe PDF format, by providing the company name, address, phone & fax number, via e-mail request to [clerk@highbridge.org](mailto:clerk@highbridge.org), acknowledgment of email receipt required, or on a CD-ROM during regular business hours for a \$1.00 fee. A free version of Adobe Reader can be downloaded at [www.adobe.com](http://www.adobe.com). Should a paper copy be requested there will be a cost of \$.05 per page for the specifications and plans will be \$1.00 per page. Bid packages will be over-nighted on a CD-ROM upon the receipt of the bidder's FedEx account number and the \$1.00 fee.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The Borough of High Bridge Mayor and Council reserve the right to reject any or all bids.

Bids may not be modified after submittal. Bidders may withdraw Bids at any time prior to the opening of Bids, by written request to be received prior to the time designated for Bid opening. No Bid may be withdrawn within sixty (60) days after Bid opening.

The Borough will award a contract or reject all Bids within sixty (60) days unless otherwise agreed by the parties.



BOROUGH OF HIGH BRIDGE  
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Bids must be submitted in duplicate, one copy on the proposal forms contained in the bid package and one copy scanned as a PDF file and submitted on a CD. Bids must be submitted on the proposal forms contained in the bid package.

Bids must be in a sealed envelope, bearing the name and address of the bidder and the name of the project. This information must be on the outside of the envelope and addressed to the Clerk in the following format:

Project Name: Sale of Borough Water System

If the bid is sent by overnight or express mail, the above designation SHALL also appear on the outside of the courier company envelope.

The above designation shall also be written on the CD.

Any proposal received not complying with these requirements SHALL not be opened and returned to sender marked "Unresponsive".

BY ORDER OF THE BOROUGH OF HIGH BRIDGE OF THE COUNTY OF HUNTERDON.

Mark Desire, Mayor

Attest: Adam Young, Acting Borough Clerk



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**BID PROPOSAL FORM**

**BASE BID**

THE UNDERSIGNED, as bidder, declares that the only persons or parties interested in the Bid as principals are named; that the Bid is in all respects fair and without collusion or fraud; that he has carefully examined the annexed proposed form of Contract, the Specifications, the Contract Drawings, and the Information for Bidders, that he, or his representative, has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this Bid is accepted, he will contract with the Borough of High Bridge in the form of contract hereto annexed, to purchase the Borough Water System in accordance with the RFP for the assets described herein:

Lump Sum Payment for the Borough of High Bridge Potable Water System:

\_\_\_\_\_ LS  
Lump Sum Base Bid Amount in **Words**

\$ \_\_\_\_\_ LS  
Lump Sum Base Bid Amount in **Numbers**



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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

**CHECK LIST OF REQUIRED DOCUMENTS**



BOROUGH OF HIGH BRIDGE  
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Failure to provide the following items, as checked, **SHALL** result in your bid being disqualified. These are **MANDATORY** requirements of this bid package:

	<input checked="" type="checkbox"/>	<u><b>Initials</b></u>
Checklist of Required Documents, signed below	<input checked="" type="checkbox"/>	_____
Bid Proposal Forms	<input checked="" type="checkbox"/>	_____
Hard copy of bid proposal on the proposal forms contained in bid package and supporting documentation	<input checked="" type="checkbox"/>	_____
Bid Bond (Cashier, Certified Check) Deposit	<input checked="" type="checkbox"/>	_____
Consent of Surety (Letter of Bonding Capability)	<input checked="" type="checkbox"/>	_____
Power of Attorney	<input checked="" type="checkbox"/>	_____
Acknowledgement of Addenda (as applicable)	<input checked="" type="checkbox"/>	_____
Affirmative Action Certification	<input checked="" type="checkbox"/>	_____
Equal Employment Opportunity	<input checked="" type="checkbox"/>	_____
Americans With Disabilities Act	<input checked="" type="checkbox"/>	_____
Disclosure of Ownership	<input checked="" type="checkbox"/>	_____
Bidders to Visit Site Certification	<input checked="" type="checkbox"/>	_____
Responsible Bidder Certification	<input checked="" type="checkbox"/>	_____
False Statement Penalties Certification	<input checked="" type="checkbox"/>	_____
CD Rom copy of bid proposal on the proposal forms contained in bid package and supporting documentation formatted in PDF	<input checked="" type="checkbox"/>	_____
Affidavit of Non-Collusion	<input checked="" type="checkbox"/>	_____
Taxpayer Identification (W-9) Completed	<input checked="" type="checkbox"/>	_____
Customer Rate Information Sheet	<input checked="" type="checkbox"/>	_____
Iran Certification	<input checked="" type="checkbox"/>	_____

**EACH REQUIRED ITEM MUST BE INITIALED ON THIS FORM IN THE SPACE PROVIDED. THIS CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE BID PACKAGE.**

\_\_\_\_\_  
 COMPANY / BIDDER'S NAME

\_\_\_\_\_  
 AUTHORIZED SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME (PRINT)                      TITLE



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**BID BOND**

**BOROUGH OF HIGH BRIDGE BIDDING & CONTRACT REQUIREMENTS  
 BID BOND**

\_\_\_\_\_ as Principal,  
 and \_\_\_\_\_ a corporation of the  
 State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Borough of High Bridge, as Obligee, in the amount  
 of ten percent (10%) of the amount of the base bid, not to exceed \$20,000 for the payment of which Principal and Surety bind  
 themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to this agreement.

Principal has submitted to Obligee a bid to enter into a written contract, for  
 Bid Project Number: \_\_\_\_\_ Bid Title: \_\_\_\_\_  
 in accordance with bidding documents for the project, which contract is by reference made a part hereof and is hereinafter  
 referred to as "the Contract".

THE CONDITION OF THIS OBLIGATION is that if Principal, upon acceptance by Obligee of its bid within the period of  
 time specified for acceptance, shall comply with all post award requirements as required by the terms of the bid within the  
 time specified after date of the Notice of Award, or in the event of the failure to comply with all post award requirements,  
 the Principal shall pay the Obligee the amount of this bond as liquidated damages.

Surety hereby agrees that its obligation shall not be impaired by any extensions of time for Obligee's acceptance or  
 compliance with post award requirements. Surety hereby waives notice of such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

_____ CONTRACTOR	_____ SURETY
BY _____	BY _____
SIGNATURE	OFFICER OF THE SURETY

Title: \_\_\_\_\_

ATTEST:  
 \_\_\_\_\_  
 CORPORATE SECRETARY (Corporations only)

JURAT (Notary's Statement Authenticating Signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
 (INSERT NAME OF ATTORNEY-IN FACT FOR SURETY)

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of  
 SURETY, appeared before me this day in person and acknowledged respectively, that he/she signed, sealed, and delivered  
 said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires \_\_\_\_\_ Notary Signature \_\_\_\_\_



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**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a Consent of Surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_  
a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

\_\_\_\_\_  
Date

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY.**

**NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE  
SUBMITTING THE BID.**



**ACKNOWLEDGEMENT OF ADDENDA**

**a. Receipt of Changes to Bid Documents Form**

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

**b. Note:**

Clarifications issued in response to Q&A are *NOT* considered addenda as they do not substantially change the bid documents, and *NOT* required to be reported on this form. Directives in the "Technical Specifications" requiring submittals are not mandatory **UNLESS** they are included in the "Checklist of Required Document" Pages Q-1&2.

<u>Addendum Number</u>	<u>How Received (mail, fax, pick-up, etc.)</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company/Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

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



**AFFIRMATIVE ACTION CERTIFICATION**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

**OR**

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

**OR**

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

\_\_\_\_\_  
Company / Bidder's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name (print) Title

\_\_\_\_\_  
Date



(REVISED 4/10)

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

**CONSTRUCTION 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, up-grading, 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 will send to each labor union, with which it has a collective bargaining agreement, 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.

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When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

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- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

Initials \_\_\_\_\_



(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

Initials \_\_\_\_\_



**AMERICANS WITH DISABILITIES ACT**  
**Equal Opportunity for Individuals with Disabilities**

The Contractor and the Borough of High Bridge do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Borough shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

It is expressly agreed and understood that any approval by the Borough of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the ADA and to defend, indemnify, protect, and save harmless the Borough pursuant to this paragraph.

It is further agreed and understood that the Borough assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Initials \_\_\_\_\_



**DISCLOSURE OF OWNERSHIP**

**Contractor's Statement of Experience and Financial Condition Disclosure of Ownership**  
**N.J.S.A. 52:25-24.2**

**Failure to submit the required information is cause for automatic rejection.**

**Check One**

- I certify that the list below contains the names and addresses of all owners who own an interest of 10% or more in the Applicant.
- I certify that no one owner owns an interest of 10% or more in the Applicant.

**LEGAL NAME OF APPLICANT:** \_\_\_\_\_

Check which business entity applies:

- |                                                        |                                                   |                                                    |
|--------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Corporation (for-profit) | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Corporation(non-profit)  | <input type="checkbox"/> Sole Proprietorship       |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Other _____              |                                                    |

Complete if the Applicant is a for-profit or non-profit corporation:

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_  
 Tax ID Number: \_\_\_\_\_ Date Business Formed: \_\_\_\_\_

Has there been any change in control of the company within the past two years? (If yes, explain on separate signed page.)  Yes  No

Is the company or its owners connected with other companies as a subsidiary, parent, holding or affiliate  Yes  No

If yes, please list the names of said companies and the relationship with the Applicant:

\_\_\_\_\_  
 \_\_\_\_\_

Business Address:

\_\_\_\_\_  
 Street Address City State Zip

\_\_\_\_\_  
 Telephone # Fax# Email

Note: any sections which do not apply shall be marked "N/A".



BOROUGH OF HIGH BRIDGE  
 BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
 BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

- Business Registration Certificate  Yes  No
- Public Works Contractor Certification  Yes  No
- Affirmative Action Certificate (AA302)  Yes  No
- Minority or Women Owned Business  Yes  No
- Has the firm ever been prohibited from entering into a contract with a public entity. Please list dates, name of Public Body, and reasons on a separate sheet. Be thorough and complete  Yes,  No
- Has the *firm and/or its executive officers and/or owners* ever Registered for Public Works (PWCR) with the New Jersey Department of Labor and Workforce Development under a different name or different certificate number?  Yes, List Below  No
- Has the *firm and/or its executive officers and/or owners* ever been granted a licensed in New Jersey under a different name or different Business Registration Certificate (BRC) number?  Yes, List Below  No

If yes, list all name(s) and Certificate number(s), attach additional sheets if necessary:

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Listed below are the names and addresses of all owners who own an interest of 10% or more in the Applicant. Disclosure shall be continued until the names and addresses of every owner exceeding the 10% ownership criteria established in N.J.S.A. 52:25-24.2 has been listed. (Not to be completed by non-profit corporations.)

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Name	Address	Shared (%) Owned
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Name	Address	Shared (%) Owned
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CONTINUED ON ADDITIONAL SHEET (IF NECESSARY): YES  NO

Corporate Officers, Partners, Proprietor, Owners, Supervisors: not listed above who have decision making capability, not necessarily those who own more than 10% who will be in charge of project being bid.

Name	Position	Years w/Firm	% of Ownership



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In what type of projects do you specialize? \_\_\_\_\_

What was the largest amount of work completed in one year?

Dollar Amount	Number of Jobs	Year	Largest Job	Amount
\$				\$

I/We hereby allow Borough of High Bridge to contact the government agencies enclosed to discuss my work performed under another agencies contract.

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

\_\_\_\_\_  
Company / Bidder's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

Borough Use Only:

Verified by: \_\_\_\_\_ on \_\_\_\_\_

License Clear:  Yes  No



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### **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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 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 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 bid/renew:**

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 Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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#### **PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide, 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.

Name: \_\_\_\_\_ Relationship to Bidder/Offeror: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror 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 Borough of High Bridge 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 Borough to notify 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 Borough of High Bridge, New Jersey and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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



**RESPONSIBLE BIDDER CERTIFICATION**

A copy of this certification must be included with the Bid and must be fully completed, signed by at least one general partner, owner, or officer authorized to legally obligate the Applicant and notarized.

The Bidder recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing the Borough to award a contract to the Bidder. The Bidder has read and understands the requirements of this Bid, and has read and understands the instructions for completing the Bid. The Bidder acknowledges that he/she is duly authorized to provide the information contained in this Bid and that answering the questions in this bid is entirely within his/her control.

***DECLARATION***

I, \_\_\_\_\_ am the  
 (print name)  
 \_\_\_\_\_ of Applicant.  
 (title)

I certify that I have read and understood the questions contained in the attached bid, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this bid is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the bid may result in non-award of contract. I authorize the Borough to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by the Borough.

\_\_\_\_\_  
 Signature

Sworn and subscribed to before me on

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

\_\_\_\_\_  
 Signature of Notary

*Notary seal*

\_\_\_\_\_  
 Print Name



BOROUGH OF HIGH BRIDGE  
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**FALSE STATEMENT PENALTIES CERTIFICATION**  
**N.J.S.A. 40A:11-34**

Any person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, co-partnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Preparer or  
Officer of the Applicant

Sworn and subscribed to before me on

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

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

*Notary seal*

\_\_\_\_\_  
Print Name



BOROUGH OF HIGH BRIDGE  
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**BIDDERS TO VISIT SITE**

All bidders or their representative(s) shall visit the Borough of High Bridge Water System, including but not limited to treatment facilities, wells, storage tanks and distribution system and examine the Water System. Bidders shall thoroughly investigate the Borough of High Bridge Water System in order to become informed as to the magnitude and character of the Water System for the complete execution of the contract.

The Bidder shall attest by signing below that he has physically examined the Borough of High Bridge Water System prior to the submission of this proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder's Name

**AFFIDAVIT OF NON-COLLUSION**



BOROUGH OF HIGH BRIDGE  
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The undersigned, being duly sworn according to law, deposes and says:

1. I reside at \_\_\_\_\_  
\_\_\_\_\_

2. The name of the within bidder is \_\_\_\_\_

1. I execute the said bid on behalf of the bidder with full authority to do so.
2. The 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 contract.
3. All statements contained in the Qualification Statement and Bid and in this Affidavit are true and correct and were made with the full knowledge that the Borough of High Bridge, County of Somerset, its officers and employees, relies upon the truth of the statements therein made in awarding the contract.
4. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of or bonafide established commercial selling agencies maintained by the bidder.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Bidder

Sworn and subscribed to before me on

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

\_\_\_\_\_  
Signature of Notary

*Notary seal*

\_\_\_\_\_  
Print Name





## **GENERAL INFORMATION FOR BIDDER**

### **DEFINITIONS**

Addenda - Published written instructions issued to Bidders prior to Bid Opening: These become part of the Contract at time of execution, Addenda receipt's having been acknowledged by Bidder on his Bid Forms.

Assessed Liquidated Damages - Shall mean any funds withheld due to a contract exceeding the amount of time allotted. The Liquidated Damages do not need to be paid or collected to be assessed.

Contract - The Contract initially consists of but is not limited to, the following Documents: Instructions to Bidders, Bid Forms, Bid Bond, Contract (Performance, Payment, Completion, and Maintenance) Bond, Insurance Certificate's, Agreement, General Conditions, Drawings, Specifications, and Addenda, if any. After the Contract is executed, then later Owner-approved Change Orders, if any, become integral parts of the Contract Documents.

Contractor - A person, partnership, firm, corporation, or other legal entity, including its agents, servants, and employees, with which a Contract is made by the Owner.

Key Person - Shall mean the Owner, Partner, Corporate Officer, and/or any other individual who would be making decisions on a contracted project.

Owner - Borough of High Bridge, 97 West Main Street, High Bridge, NJ 08829.

Owners Representative - Shall mean the Purchasing Agent or his/her designee.

Prime Contractor - Shall mean the individual or firm who has entered into a contractual relationship to provide goods or services.

Public Work - means building, altering, repairing, improving or demolishing any public structure or facility constructed or acquired by a contracting unit to house local government functions or provide water, waste disposal, power, transportation, and other public infrastructures.

Purchasing Agent - means the individual duly assigned the authority, responsibility, and accountability for the purchasing activity of the contracting unit, and who has such duties as are defined by an authority appropriate to the form and structure of the contracting unit, and P.L.1971, c.198 (N.J.S.A. 40A:11-1 et seq.).

Responsible - means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, and workforce, equipment, and facilities availability. N.J.S.A. 40A:11-1 et seq.) .

Responsive - means conforming in all material respects to the terms and conditions, specifications, legal requirements, and other provisions of the request.



Subcontractor or Supplier - A person, partnership, firm, or corporation, or other legal entity supplying equipment and materials and/or only labor for work at the Project site for and under separate contract or agreement with the Contractor and for which that Contractor is solely responsible.

Work - Includes all materials and equipment to be incorporated in the intended construction, and all labor and management and other services necessary to produce the construction intended by the specific Contract described in the Project Contract Documents. This definition is the common one in use by the Architectural and Engineering Professions and the Construction Industry.

### **RESPONSIBLE BIDDER INFORMATION**

Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of any municipality to award a contract to the lowest "Responsible and Responsive" bidder. In accordance with Local Public Contracts Law, all bidders shall complete these bid documents in their entirety.

A person who is knowledgeable and duly authorized to attest to the past and present operations of the bidder and its policies must complete the bid. All questions must be answered. Disclaimers, general statements with global qualifications, or notations of "Not Applicable" are not acceptable. Any pages containing supplemental information, and other documentation which the bidder submits to ensure full disclosure, shall be attached to the bid.

The Applicant must provide current, accurate, and complete information. Incomplete or inaccurate documentation shall result in a non-curable defect in the bid documents. The Borough reserves the right to verify the information submitted by the bidder, in any related documents, or by supplemental information or data as necessary. If it is determined that false or misleading information or data was submitted in conjunction with the Application, the Borough shall consider the bid fatal and deny award.

### **RECEIPT OF BID**

1. Bids shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
2. Each bid shall be submitted on the proposal forms attached, in a sealed envelope addressed to the Purchasing Agent bearing the name and address of the bidder on the outside, and clearly marked "BID" with the name of the item(s) and contract number being bid.
3. It is the Bidder's responsibility to see that bids are presented to the Purchasing Agent at the time and place designated. Bids may be hand delivered or mailed; however, it is bidder's responsibility for the delivery of the bid. Bids received after the designated time and date will not be considered.



4. The Borough reserves the right to postpone the date for opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

### **BID FORM**

Bids must be submitted on the "Bid Proposal" form included in the bid package. All blank spaces must be filled in. All proposals shall be typewritten or written in ink on the forms. Unit prices and totals must be inserted in the space provided. Proposals showing any erasure, alteration or interlineations must be initialed by the bidder in ink. Failure to comply may be cause for rejection of the bid. Where discrepancies occur between the unit price and the extension, the unit price will prevail. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. If there is an error of the summation of the extended totals, the computation by the Borough of the extended totals shall govern.

### **SIGNATURE ON BID FORM**

If the bidder is an individual, the bid must be signed by the individual. If the bidder is not an individual, the bid must be signed by a person authorized to sign on behalf of the bidder.

### **BONDS OR SECURITY REQUIRED**

1. **BID SECURITY**: *When required* by the bid documents, the bidder shall submit bid security required for the attached proposal. If so, the bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Borough of High Bridge. All bonds will be written by a surety company licensed to do business in the State of New Jersey and approved by the Borough attorney. The bid security shall be returned to unsuccessful bidders as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to statute. Failure to submit required guarantee shall be cause for rejection of the bid.
  - a. Language that limits the Bid Bond to the "DIFFERENCE: between bid amount and such larger amount for which the Borough could contract, SHALL not be acceptable and shall be considered in non-compliance and as such will cause the entire bid to be non-responsive and be thrown out.
2. **PERFORMANCE BONDS**: *When required* by the bid documents, the bidder shall submit a performance bond for the attached proposal within ten (10) days after the award of the contract, obtain, pay for and deliver to the Borough of High Bridge a performance bond for one hundred percent (100%) of the contract sum satisfactory to the Borough and executed by a surety company licensed to do business in the State of New Jersey. The performance bond



shall assure fulfillment of the contract in all respects and shall provide for payment in the event of the Contractor's failure to perform all of its obligations according to the contract and make full reimbursement to the Borough of High Bridge for all expenses incurred in making good any default. The performance bond shall also contain a waiver of notice for alternations, additions, deductions, extensions of time or other modifications of the contract.

3. **MAINTENANCE BONDS**: *When required* by the bid documents, the bidder shall submit a maintenance bond for the attached proposal in a sum equal to fifteen percent (15%) of the contract price. The bond and the surety corporation shall be satisfactory to the Borough of High Bridge and the bond shall remain in full force for a period of two (2) years.
4. **ALL BONDS** will be written by a surety company licensed to do all business in the State of New Jersey in a form approved by the Borough Attorney. If any surety shall become insolvent, or come under the control of a receiver, trustee or other fiduciary, or cease to do business at any time prior to final payment under this contract, the Contractor shall promptly obtain, pay for and deliver to the Borough, at the sole expense of the bidder or Contractor, a replacement for the bond. Until such replacement bond is delivered, the Borough shall make no further payments to the Contractor.

### **CONSENT OF SURETY**

If a performance bond is required, the Bidder shall submit with the bid a Consent of Surety for the full amount of the bid price from a surety company licensed to do all business in the State of New Jersey in a form approved by the Borough attorney stating that it will provide said bidder with a Performance Bond in the full amount of the bid. The Consent of Surety shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance bonds from an acceptable surety company pursuant to statute. Failure to submit Consent of Surety shall be cause for rejection of the bid.

### **QUESTIONS/CHALLENGES REGARDING PLANS AND SPECIFICATIONS**

Should any bidder be in doubt as to the intent of the plans and/or specifications, they should immediately notify the Purchasing Agent, *in writing*, who will then send written addenda to all bidders covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions/challenges must be received by the Purchasing Agent no later than three (3) business days prior to the bid opening date. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract.

### **INTERPRETATIONS AND ADDENDA**

1. The bidder is responsible for understanding all of the bid documents that have been provided by the Borough.



2. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing, to the Purchasing Agent. If the bidder fails to notify the Borough of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
3. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least ten (10) calendar days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders in accordance with statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Borough's interpretations or corrections thereof shall be final.

### **PRE-BID MEETING**

A Pre-Bid meeting will be held on May 31, 2017 at 10 a.m. at the Borough Municipal Building to allow prospective bidders an opportunity to review the bid specifications and ask questions of the Borough.

### **BRAND NAMES, STANDARDS OF QUALITY, PATENTS**

- 1) Only manufactured and farm products of the United States, wherever available, shall be used on this contract, pursuant to statute.
- 2) Brand names and or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully explained by the bidder on a separate sheet and submitted with the proposal form. Vendor's literature will not suffice in explaining exceptions to these specifications.
- 3) It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The Borough reserves the right to evaluate the equality of any exceptions.
- 4) Wherever practical and economical to the Borough, recycled or recyclable products should be provided. Please indicate when recycled products are being offered.

### **EQUAL OR TIE BIDS**

The Borough of High Bridge reserves the right to award the project, in its discretion, to any of the tie bidders that serve the best interest of the Borough.

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### **WITHDRAWING A BID**

A written request for the withdrawal of a bid will be granted if the request is received by the Purchasing Agent prior to the specified time of the bid opening. A bid cannot be withdrawn after the time set for receiving bids, nor can any changes in price or other details be made by letter, telefax, electronic mail or verbal statement.

### **REJECTION OF BIDS**

The Borough reserves the right to reject bids and to waive any minor informality in any bid should it be deemed in the best interest of the Borough to do so in accordance with N.J.S.A. 40A:11-13.2. Bids shall be rejected in accordance with the Checklist of Required Documents.

### **QUALIFICATIONS OF BIDDERS**

Bidders must be a private utility company experienced under Board of Public Utilities (BPU) regulations in the State of New Jersey, as owner and operator of at least one water system comprising treatment and distribution facilities servicing at least 5,000 people.

### **PROCEDURES ON AWARD OF CONTRACT**

The Borough of High Bridge awards contracts or rejects all bids within 60 days, unless, in accordance with N.J.S.A. 40A:11-24, which provides in part that “any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed.” All prospective bidders are advised of this schedule since all proposals must be firm when bid, and must remain so for 60 days or such longer period as the Borough and the bidders may agree.

### **NOTIFICATION OF AWARD**

1. Upon adoption of a Borough Council Resolution awarding the contract, the Purchasing Agent will forward three (3) sets of contract documents to the successful bidder for execution and delivery. Within ten (10) days of the date of the award of the contract, the successful bidder shall return three (3) sets of the contract documents to the Purchasing Agent with a proper performance bond and insurance certificates, if required - refer to Checklist of Required Documents. On receipt of the contract documents duly executed by the bidder, the contract documents will be submitted to the Borough Attorney for review and approval.
2. If approved as to form and execution, the contract documents will then be submitted to the Mayor and Municipal Clerk for execution on behalf of the Borough. A fully executed copy will be returned to the successful bidder by the Borough. No Resolution of Award will become binding on the Borough before the contract documents have been executed by the Mayor and Municipal Clerk.



3. Should the successful bidder fail to execute the contract within ten (10) days of notification of award, the Borough will be free to award the contract to another bidder, and the Borough will have the right to proceed against the bid bond.

### **ASSIGNING THE CONTRACT**

The contract shall not be sublet, assigned, pledged, hypothecated or sold, in whole or in part, without the written permission of the Borough.

### **TERMINATION OF CONTRACT**

1. **DEFAULT**: Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Borough. The Borough may terminate in accordance with the provisions of Paragraph 5, below. The Borough shall not pay for any services and/or materials which are unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance, in the event the deficiencies are not adequately corrected.
2. **UNCONDITIONAL TERMINATION FOR CONVENIENCE**: The Borough may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.
3. **TERMINATION FOR DEFAULT**: If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Borough has determined the Contractor has failed to remedy the problem after being forewarned.
4. **SUSPENSION OF WORK - CONTRACTOR AT FAULT**: The Owner shall have the right to suspend the work wholly or in part, when in the opinion of the Engineer, the Contractor is not doing the work in accordance with the provisions of the Contract Documents. If it should become necessary to stop the work, the Contractor shall, at the Contractor's expense, repair all streets, sidewalks, etc. that have been excavated so that they are in such a condition that the traveling public may safely pass. All materials shall be stored so as not to obstruct or impede traffic. The Contractor shall make no claims for delays caused by this suspension. No extension will be granted by the Owner, and once the work is allowed to continue again, the Contractor shall complete the work in this Contract.
5. **TERMINATION BY THE BOROUGH**: If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Borough may terminate the contract immediately. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not



proceed with work or fail to meet any other provisions of this contract, the Borough shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

6. **DISPUTE RESOLUTION:** Any disputes arising under the Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-50.

## **THE CONTRACT**

The following shall be deemed to be part of the Contract:

- Contract
- Notice to Bidders
- Information to Bidders
- Specifications (General, Special, Supplementary & Detail)
- Proposal
- Construction Drawings
- Modifications
- All addenda issued by the Borough prior to the receipt of bids

## **INTENT OF CONTRACT DOCUMENTS**

### **Description of Complete Project**

It is the intention of the Contract Documents to describe a complete Water System to be purchased in accordance with all the requirements therein notwithstanding that each and every item included may not be listed in the Contract Documents or on the Exhibits. The Contract Documents comprise the entire agreement between the Owner and the Successful Bidder and may be amended or added to only as herein described.

### **Documents are Complementary**

The Contract Documents are complementary; they are to be considered as one instrument; the intent is to make them explanatory one of the other. No sections thereof of any papers attached to or bound with the Contract Documents shall be detached as each one is a necessary part thereof.



BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

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## **PREPARATION OF PROPOSALS**

### **Basis of Contract Award**

Bids will be received for the sale of the Borough water system. The highest correct total lump sum complete bid from a responsible qualified Bidder will be a primary consideration in the awarding of the Contract. However, the tariff rate will also be reviewed for a complete understanding of the Borough's best interest for contract award. The lump sum price shall be for the purchase of the assets of the water system as set forth in the agreement which is part of these Contract Documents. The Owner is exempt from NJ State Sales and Use Tax and such taxes shall not be included.

## **BIDDERS TO EXAMINE SITE AND CONDITIONS**

### **Bidders to Visit Site**

All bidders or their representative(s) are encouraged to examine the facilities (coordinate with Borough Director of Public Works). Bidders shall make all necessary investigations in order to become thoroughly informed as to the existing condition of the system. All examination and investigations shall be made prior to submission of bids.

### **Bidders to Determine Conditions**

Each Bidder must fully inform himself as to the "as is" conditions of the water system. Failure to do so will not relieve the Successful Bidder of this obligation to purchase the system.

## **EXECUTION OF CONTRACT**

### **Bidder to Execute Contract**

The bidder, to whom the Contract is awarded, shall sign the necessary agreements, shall provide the deposit, and shall return the fully executed contract to the office of the Owner within ten (10) days of the date of mailing of Contract Documents by the Owner to the successful bidder.

### **Award Not Binding Prior to Contract Execution**

No award of Contract shall be binding upon the Owner unless the voters approve the referendum on November 7, 2017, the Mayor and Council conclude award is in the Borough's best interest, and until the Contract has been fully executed.

## **CLOSING PROCEDURES**

### **Closing Date**



BOROUGH OF HIGH BRIDGE  
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The Owner and Successful Bidder will cooperate fully to achieve a Closing Date established herein as the exact time and place to be set by mutual agreement. Unless otherwise agreed to, the closing date shall be 30 days following receipt of BPU approval of the municipal consent or such other date as provided for in the terms of the Agreement of Sale.

### Final Billing

The Successful Bidder, within five (5) calendar days of Closing, shall initiate reading of customer meters jointly with representatives of Owner so that Owner can render final bills as agreed upon; however, the Successful Bidder shall not render bills until the end of the following quarter, as established in its normal business practice.

### Customer Notification

The Successful Bidder, within thirty (30) days of Closing, shall mail announcements regarding the purchase of the Water System to Customers, and shall make other public announcements regarding the purchase.

### **PURCHASING AGENTS CONTROL**

The Purchasing Agent shall retain complete control over the bid process and bid documents. Required documents spelled out in the check list no matter what may or may not be in the technical specifications is the only documentation the bidder is required to provide. Directives by Borough consultants are not valid unless approved by the Purchasing Agent or their designee. Approval shall be noted by the initial of the Purchasing Agent or their designee on the Consultant's document. In no case shall the bidder be obligated to provide more than what is required in the check list of required documents. Specifications are provided for the bidder so they may understand the scope of the project, not to provide instructions on submittals relating to the bid opening.

The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the Borough shall control the work, or which work shall be performed to the satisfaction, approval or inspection of the Borough, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the Borough. Without exception, all work under the contract documents shall be under the direct control and authority of the Borough.

### **NEW JERSEY PREVAILING WAGE ACT** ***(IF REQUIRED)***

1. Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.
2. The Contractor shall be required to submit a certified payroll record. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit certified payrolls as required in



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N.J.A.C. 12:60-6.2(c). It will be the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

### **PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

#### **c. PL '99 C238 (If Required)**

No contractor/subcontractor is permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (N.J.S.A. 34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. Public bodies will request production of a certificate from those bidding on or engaging in public works projects.

"Contractor," is defined as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (N.J.S.A. 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 a public institution, and includes any subcontractor or lower tier subcontractor as defined herein.

For Further Information Contact:

Contractor Registration Unit, New Jersey Department of Labor, Division of Wage & Hour Compliance, P.O. Box 389, Trenton, N. J. 08625-0389, Telephone: (609) 292-9464, Fax: (609) 633-8591, E-Mail: contreg@dol.state.nj.us

### **BUSINESS REGISTRATION CERTIFICATE**

N.J.S.A. 52:32-44 requires that each bidder (contractor and subcontractor) provide proof of business registration in response to a request for bids at the time of award and must be dated prior to bid opening. Failure to submit a proper certificate is considered a fatal defect and shall render the bid proposal unresponsive and cannot be cured by the governing body. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New



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Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

### **AFFIDAVIT OF NON-COLLUSION**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted intact with the proposal.

### **NON-DISCRIMINATION**

There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include, but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

### **REQUIRED AFFIRMATIVE ACTION EVIDENCE**

Each 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:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); **or**
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **or**
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.



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## **WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name to assure that every container bears a proper label. Further, all applicable Material Safety Data Sheets (MSDS), also known as hazardous substance fact sheet, must be furnished to the Borough.

## **STATEMENT OF OWNERSHIP**

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any Borough contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten per cent or more of its stock or any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

## **ACQUISITIONS, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.**

If during the life of the contract, the Contractor disposes of his/her/its business concern by acquisition, merger, sale and/or transfer or by any means convey those interest(s) to another party, all obligations pursuant to this contract are transferred to that new party. In this event, the new owner(s) will be required to submit, when required, a performance bond in the amount of the open balance of the contract.

## **INDEMNIFICATION**

The Contractor agrees to indemnify and save harmless the Borough, its officers, agents and employees, hereinafter referred to as indemnities, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character; or on account of any act, claim or amount arising or recovered under Workers' Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnities, be indemnified against all liability, loss or damage of any nature whatever.

## **POLITICAL CONTRIBUTIONS**

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.



Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

### **PROHIBITED CONTRACT AWARDS**

“P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.”

#### **Certification Required.**

4. a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract is renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of section 2 of this act.
- b. The certification required shall be executed on behalf of the applicable person or entity by an authorized officer or representative of the person or entity.
- c. In the event that a person or entity is unable to make the certification required because it or one of its parents, subsidiaries, or affiliates as defined in subsection e. of section 2 of this act has engaged in one or more of the activities specified in subsection f. of section 2 of this act, the person or entity shall provide to the State agency concerned, prior to the deadline for delivery of such certification, a detailed and precise description of such activities, such description to be provided under penalty of perjury.
- d. The certifications provided under subsection a. of this section and disclosures provided under subsection c. of this section shall be disclosed to the public.

#### **False Certification, Penalties.**

5. a. If the department determines, using credible information available to the public and after providing 90 days' written notice and an opportunity to comment in writing for the person or entity to demonstrate that it is not engaged in investment activities in Iran, that the person or entity has submitted a false certification pursuant to section 4 of this act, and the person or entity fails to demonstrate to the department that the person or entity has ceased its engagement in the investment activities in Iran within 90 days after the determination of a false certification, the following shall apply:
  - (1) Pursuant to an action under subsection b. of this section, a civil penalty in an amount that is equal to the greater of \$1,000,000 or twice the amount of the contract for which the false certification was made.
  - (2) Termination of an existing contract with the State agency as deemed appropriate by the State agency.
  - (3) Ineligibility to bid on a contract for a period of three years from the date of the determination that the person or entity submitted the false certification



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## **DISPUTES**

Disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371 (N.J.S.A. 40A:11-50), pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Borough and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Borough and the contractor.

Nothing in this Article shall prevent the Borough from seeking injunctive or declaratory relief in court at any time.

The alternative dispute resolution practices require by this Article shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c 198 (N.J.S.A. 40A11.1, et seq.) 2.34.4. The joiner of parties to any dispute hereunder shall be governed by the provision of N.J.S.A. 40A:11-50.



## **SCOPE**

### **TS.1 PREFACE**

The Borough is seeking proposal to purchase the Borough owned potable water system including all assets listed attributed to the Borough owned potable water utility.

### **TS.2 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and are a Part of this Agreement.

### **TS.3 SALE AND PURCHASE OF ASSETS**

At Closing subject to the terms and conditions of this Agreement, the Borough shall sell, assign, transfer, deliver and convey to PURCHASER, and PURCHASER shall purchase, the Assets (as defined) for the Purchase Price (as defined in TS.9).

### **TS.4 DESCRIPTION OF ASSETS**

The term "Assets" means, all of the Borough's right, title and interest in, under and to all of the assets, properties and rights, as defined and described within and as the same exist on the Closing Date wherever such assets, properties and rights are located and whether such assets, properties and rights are real, personal or mixed, tangible or intangible.

- A. The Assets shall mean and be limited to the following: all land, easements, rights-of-way and other interests in real property, as notated within together with all buildings, structures, fixtures and other improvements erected thereon and the rights of use, licenses, permits, tenements, privileges and other appurtenances belonging or related thereto (such as appurtenant rights in and to public streets);
- B. all water distribution lines, pumping stations, pumps, fire hydrants, wells, treatment plants, storage tanks and other conveyance lines, tanks, meters, valves, fittings and other tangible personal property owned and operated as Part of the Water System;
- C. all equipment, machinery, tools, motors, spare parts, materials, supplies, fixtures and improvements, construction in progress, jigs, molds, patterns, gauges, production fixtures, office equipment, computer systems, telephone systems and
- D. other tangible personal property related to the Water and Sewer System which is located on the real property identified within;
- E. all of the Borough's rights under the Assumed Contracts and under any other written or oral contract, agreement, lease, plan, instrument, registration, license, (including any railroad or highway crossing license), permit, certificate, document, commitment, arrangement, undertaking, practice, authorization or approval of any nature relating to the Water System and entered into in the ordinary course of business' consistent with past practice, but specifically excluding the Excluded Contracts;
- F. all of the Borough's rights under any permit, franchise, license, sub-license, approvals, authorization, order, registration, certificate, variance, document and any other similar rights



obtained from any authority relating to the Water and Sewer System, and all pending applications therefore;

- G. all information, books, records, ledgers, files, documents, correspondence, data, plans, models, system maps, engineering records, planning studies, architectural plans, drawings and specifications, customer records and data, supplier lists, records of operations, quality control and inspection records, procedures and processes, equipment maintenance records, manual and warranty information, laboratory books, intellectual property and goodwill (including any licenses granted or obtained with respect thereto) relating to the assets, properties and rights described in the foregoing unless otherwise restricted from disclosure as required by law.

**TS.5 EXCLUDED ASSETS**

Notwithstanding the foregoing, the Assets shall not include cash, accounts receivable, or any of the other assets, properties or rights;

**TS.6 ASSUMPTION OF CONTRACTS**

PURCHASER shall assume the contractual rights, duties, liabilities and obligations of the Borough with respect to the contracts, agreements and commitments relating to the Assets or their operations, all such contracts, agreements and commitments being more specifically listed or described in the section titled "Assumed Contracts", except that:

**TS.7 ASSUMPTION OF LIABILITIES**

PURCHASER shall assume and agree to Pay or discharge the following liabilities and obligations of the Borough ("Assumed Liabilities"):

- A. all rights, duties, liabilities and obligations of the Borough under the Assumed Contracts except obligations relating to rentals, service changes and similar amounts which are to be prorated as of the Closing Date;
- B. any change orders on projects in progress that are entered into between the date hereof and the Closing Date and are required by sound engineering or construction practices, are required to meet permit or regulatory requirements or are requested by PURCHASER and approved by the Borough before the Closing Date; and
- C. any change orders that are approved or requested by PURCHASER after the Closing Date.

**TS.8 THE BOROUGH SHALL RETAIN AND DISCHARGE ("RETAINED LIABILITIES"):**

- A. all rights, duties, liabilities and obligations required to be performed under the Excluded Contracts; and
- B. all other liabilities and obligations arising out of the ownership, operation or use of the Assets prior to the Closing Date, accepting the Assumed Liabilities,

**TS.9 PURCHASE PRICE - DEPOSIT**

The total purchase price for the Assets to be Paid by PURCHASER to the Borough is the amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("Purchase Price"). The Purchase Price shall be paid in cash at Closing.



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To secure the full and faithful performance of its obligations hereunder, PURCHASER has deposited with the Borough ten percent (10%) of the Purchase Price (the "Deposit") to be applied in accordance with herein. The Deposit shall be placed by the Borough in an interest bearing escrow account in a federally insured bank or savings institution, or invested by the Borough solely in direct obligations of the United States of America or money market funds authorized to invest solely in direct obligations of the United States of America. Except as otherwise expressly provided herein, all interest accruing on the Deposit shall accrue for the benefit of the Borough.

- A.** In the event that PURCHASER fails to acquire the Assets pursuant to the terms of this Agreement solely because the Borough is in material breach of this Agreement, the amount of the Deposit and all accrued interest thereon shall be promptly returned to PURCHASER, and the Borough shall have no further liability or obligation with respect to this Agreement or the termination thereof, except as otherwise provided in this Agreement.
- B.** In the event that PURCHASER fails to acquire the Assets pursuant to the terms of this Agreement for any reason whatsoever (including failure of PURCHASER to receive requisite governmental approval or permits) other than the reason set forth in the immediately preceding sentence, then the Deposit together with any interest shall be retained by the Borough as liquidated damages for the failure of PURCHASER to complete this transaction.

If the transaction set forth herein closes, the Deposit shall be applied at the Closing for the benefit of the PURCHASER towards the Purchase Price. Closing Adjustments

- C.** At Closing, the following amounts shall be determined and Paid or credited to the Parties:
- D.** Borough shall transfer to PURCHASER the amount of refundable customer advances or deposits held by the Borough under any of the Assumed Contracts;
- E.** Each Party shall remit or credit to the other Party the amount of expenses for which each Party is responsible under this Agreement to the extent that either Party shall have Paid or shall be required to Pay after Closing any such expenses which are the responsibility of the other Party;
- F.** Borough shall Pay or credit to PURCHASER the amount of any contract retainage held by the Borough for the Assumed Contracts;
- G.** In accordance with and subject to the terms herein, PURCHASER shall reimburse Borough the amount expended by the Borough on capital improvements to the Water and Sewer System, including any capital contributions made by the Borough in accordance with the Assumed Contracts listed herein. This subparagraph (d) shall not apply to ordinary operating expenses for repairs, replacements and other costs occurring in the normal course of business to provide adequate service to the Borough's customers.



### **TS.10 PRORATION OF EXPENSES**

The Parties agree that the following expenses shall be calculated and pro-rated as of the Closing Date, with the Borough responsible for such expenses for the period up to the Closing Date, and PURCHASER to be responsible for the period on and after the Closing Date:

- A.** electric, fuel, gas, telephone, sewer and utility charges, in each case, to the extent relating to the Water and Sewer System; and
- B.** rentals, service charges and other amounts Payable in respect of ordinary operating expenses under the Assumed Contracts, excluding amounts reimbursed to the Borough pursuant to hereof.

### **TS.11 CLOSING**

The closing of this transaction (the "Closing") shall occur on or before forty-five (45) days after satisfaction (or waiver) of the conditions to Closing set forth in Article 4 of this Agreement, or such other date as is mutually agreed to by the Parties in writing, (the "Closing Date"); provided, however, that the Closing Date may, upon the mutual agreement of PURCHASER and the Borough, be extended for up to an additional six months if necessary to obtain any governmental consent or approval required for the sale of the Assets or to satisfy any other condition of Closing hereunder which is not within the control of either Party.

On the Closing Date (at a time of day to be mutually agreed upon by the Parties), subject to the terms and conditions of this Agreement, PURCHASER shall Pay the Purchase Price to the Borough, and the Borough shall assign, transfer, deliver and convey to PURCHASER title and possession of the Assets.

The Closing shall take place at the Borough, Municipal Building.

Deliveries at Closing by the Borough to PURCHASER Subject to the terms and conditions of this Agreement, at the Closing the Borough shall deliver (or cause to be delivered) to PURCHASER:

- A.** bills of sale and instruments of assignment to the Assets, duly executed by the Borough;
- B.** consents to the assignment of all Assumed Contracts to the extent required there under;
  - A.** one or more appropriate deeds of conveyance of the real property which was acquired by the Borough by way of a deed with warranty or covenant of title and, one or more quit claim deeds of conveyance of the real property which was acquired by the Borough by way of a deed without warranty or covenant of title, duly executed and acknowledged by the Borough, and in recordable form;
  - B.** the Borough's Closing Certificates pursuant to this Agreement;
  - C.** all agreements and other documents required by this Agreement;



a receipt for the Payment of the Purchase Price; and

- A.** all such other instruments of conveyance as shall be, in the reasonable opinion of PURCHASER and its counsel, in a form approved by Borough and its Committee, necessary to transfer to PURCHASER the Assets in accordance with this Agreement and where necessary or desirable, in recordable form.

**TS.12 DELIVERIES AT CLOSING BY PURCHASER TO THE BOROUGH**

Subject to the terms and conditions of this Agreement, at the Closing PURCHASER shall deliver (or cause to be delivered) to the Borough:

- A.** a wire transfer of immediately available funds in an amount equal to the Purchase Price and any other amounts due and Payable by PURCHASER pursuant to herein, less the Deposit, to such account (or accounts) as shall be designated by the Borough;
- B.** PURCHASER'S Closing Certificates pursuant to this Agreement;
- C.** all agreements and other documents required by this Agreement;
- D.** And all such other documents that are, in the reasonable opinion of the Borough and its Solicitor, necessary to consummate the transactions contemplated by this Agreement

**TS.13 REPRESENTATIONS AND WARRANTIES OF THE BOROUGH**

The Borough represents and warrants to PURCHASER as follows:

- A.** Organization and Good Standing: The Borough is a municipality duly organized, validly existing and in good standing under the laws of the State of New Jersey.
- B.** Authorization and Enforceability: The Borough has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement (including such other necessary agreements, instruments and documents in connection herewith) and all necessary proceedings. This Agreement constitutes the legal, valid and binding obligation of the Borough, enforceable against the Borough in accordance with its terms, except as such enforceability may be limited by applicable laws or equitable principles relating to bankruptcy, insolvency, fraudulent conveyance, reorganization or affecting creditors' rights generally.
- C.** Title to Assets: Prior to Closing, the Borough will own and convey or otherwise will own and convey (subject to matters of public record other than mortgages, liens and security interests):
- D.** Good and marketable title, insurable by any reputable Title Insurance Company at regular rates, the real property included in the Assets which was acquired by the Borough by way of a deed with warranty or covenant of title;
- E.** by quit claim deed of blanket easement over Borough properties, its interests in the real property included in the Assets which was acquired by the Borough by way of a deed without warranty or covenant of title;



- F.** Good and valid leasehold title to any leased real property included in the Assets; and good and sufficient title to, or valid leasehold or other applicable interest in, any other real property included in the Assets; and
- G.** good title to, or valid leasehold or other applicable interest in, any personal property included in the Assets.
- H.** Any mortgages, liens and security interests associated with the Assets will be removed as of the Closing, to the effect that the Assets will be conveyed free and clear of all mortgages, liens, pledges and security interests, excepting only the following: those imposed by law and incurred in the ordinary course of business for indebtedness not yet due to carriers, warehousemen, laborers, or material men and the like;
- I.** those created by or in connection with the Assumed Contracts;
- J.** those in respect of pledges or deposits under workmen's compensation laws or similar legislation;
- K.** those for property taxes, assessments or governmental charges not yet subject to penalties for non-payment; and
- L.** those affecting real property, which is owned by third Parties, containing easements or rights-of-way relating to the Assets.

Contracts: To the best of the Borough's knowledge, the Assumed Contracts are valid and enforceable in accordance with their terms.

#### **TS.14 CUSTOMER ADVANCES:**

The Borough has:

- A.** Borough received customer water and/or sewer overpayments on record at closing to be applied to the next quarterly charges and reflected accordingly by the highest qualified bidder on the succeeding billing. Borough received customer sewer fees which are billed in advance and the highest qualified bidder shall reflect this accordingly on the succeeding billing.

#### **TS.15 REPRESENTATIONS AND WARRANTIES OF PURCHASER**

PURCHASER represents and warrants to the Borough as follows:

- A.** Organization and Good Standing: PURCHASER is a [public utility corporation ] duly organized and validly existing and in good standing under the laws of the {enter name of jurisdiction}, and has or will have at Closing, if subject to New Jersey Board of Public Utilities regulation, a certificate of public convenience allowing PURCHASER to operate the Assets as a public utility in New Jersey

#### **TS.16 AUTHORIZATION AND ENFORCEABILITY:**

PURCHASER has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement (including such other necessary agreements, instruments and documents in connection herewith) and all necessary proceedings. This Agreement constitutes the legal, valid and



binding obligation of PURCHASER, enforceable against PURCHASER in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization or affecting creditors' rights generally.

**TS.17 NO VIOLATION OF LAWS OR AGREEMENTS:**

Subject to fulfillment of all conditions precedent to Closing, neither the execution or delivery of this Agreement or any of the documents to be signed by PURCHASER nor the performance by PURCHASER of the transactions contemplated hereby and thereby, conflicts with, or constitutes a breach of or a default under PURCHASER'S [Articles of Incorporation, Partnership Agreement, Certificate of Organization, as applicable]; (ii) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect; (iii) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (iv) any agreement, indenture, contract, permit or instrument to which PURCHASER is a Party or by which its assets are bound.

**TS.18 GOVERNMENTAL AUTHORIZATION.**

The execution, delivery and performance of this Agreement by PURCHASER, and the consummation of the transactions contemplated hereby by PURCHASER, do not and will not require any consent, approval or action by or in respect of, or any declaration, filing or registration with, any government, court, regulatory or administrative agency or commission, or other governmental authority, agency or instrumentality, whether federal, state or local, other than those governmental authorities and agencies whose approval is a condition precedent to Closing pursuant to Article IV hereof.

PURCHASER has no knowledge of any reason why such consents, approvals or actions should not or will not be granted by the applicable authority, agency or instrumentality. No Pending Litigation or Proceedings: Except as listed herein, to the best of PURCHASER'S knowledge, there is no claim, litigation, arbitration, proceeding, judgment, injunction, audit or governmental investigation pending or threatened against PURCHASER which could reasonably be expected to have a Material Adverse Effect on the transaction contemplated by this Agreement. If there is a claim for the Borough shall be indemnified from any such claim.

**TS.19 BROKERAGE:**

Neither PURCHASER nor any of its affiliates or subsidiaries has made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to the Borough. In the event a claim is made against the Borough for broker's finder's fees or commission as a result of the transaction contemplated herein, the Purchaser shall indemnify and hold the Borough harmless from same.



## **TS.20 FINANCING:**

PURCHASER has, or at the Closing Date will have, sufficient resources to pay the Purchase Price to the Borough. [Insert specific warranty as to PURCHASER'S financing plan if applicable under its Bid.]

Experience. PURCHASER has sufficient resources, personnel, experience and expertise to operate the Assets in substantially the manner required by and consistent with applicable State, Federal and other regulatory requirements and permits.

Accuracy of Information. Neither this Agreement nor the Exhibits or Schedules here to or any certificate to be delivered at the Closing by PURCHASER to the Borough in connection with this Agreement or any of the transactions contemplated hereby contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading, or contains a statement which is misleading. The statements contained in the Schedules hereto or any certificate to be delivered at the Closing by PURCHASER to the Borough in connection with this Agreement or any of the transactions contemplated hereby shall be deemed to constitute representations and warranties under this Agreement to the same extent as if set forth in this Agreement in full

## **TS.21 COVENANTS**

### 1. Mutual Covenants of the Borough and PURCHASER.

The Parties mutually covenant and agree that, except as otherwise approved by the other Party in advance and in writing:

### 2. Cooperation:

The Parties shall cooperate and shall cause their respective officers, employees, agents and representatives to cooperate to ensure the orderly transition of the Assets from the Borough to PURCHASER and to minimize any disruption to the customers of the Water and Sewer System from the transactions contemplated by this Agreement. The Parties shall furnish to the other Party any necessary information or reasonable assistance as the other Party may request in connection with the consent, approval or authorization of, or registration with or filing or submission to any third Party (including any governmental or regulatory agency).

### 3. Further Assurances:

The Parties shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, the Parties shall take such other actions and execute such other documents as may be reasonably requested by the other Party:

3.1 in order to transfer more effectively to PURCHASER or to put PURCHASER more fully in possession of any of the Assets; or  
in connection with the preparation of any tax return, audit or examination by any governmental or taxing authority; or

3.2 in order to correct any clerical or typographical mistakes.



**TS.22 EXPENSES:**

The Parties shall each bear their own respective accounting, legal and other expenses incurred in connection with the transactions contemplated by this Agreement.

1. Unbilled service: the borough shall maintain its normal billing cycle and billing and collection procedures prior to closing, where the water is billed on actual usage, and the sewer is billed in advance. At the end of the billing cycle in which the closing occurs;
2. Purchaser shall issue bills to customers of the water and sewer system for water and sewer service which was provided during such billing period in which closing occurs and not previously billed by the borough (“unbilled service”).
3. Within ten (10) days after the issuance of such bills, the total amount thereof shall be prorated on water and sewer separately based on the number of calendar days prior to and after the closing date.
4. Purchaser shall, within such ten (10) day period: provide to the borough a written statement showing the total amount of such bills and the amount prorated to the borough for the period prior to closing; and
5. Pay to the borough ninety-seven percent (97%) of the amount allocable to service rendered prior to the closing date. Borough does not guarantee the collectability of the bills issued for unbilled service.
6. Purchaser will not terminate water and/or sewer service for the Borough’s uncollectible accounts, except as permitted by law.
7. Upon the award purchaser shall prepare notices and other public awareness literature to be communicated to the public at the purchasers’s expense about the pending sale and transfer of the water and sewer systems. The content of the public awareness information and the timing of communications to the public shall be subject to the review and approval of the borough administrator which approval shall not be unreasonable withheld.

**TS.23 COVENANTS OF THE BOROUGH**

The Borough hereby covenants and agrees that, except as otherwise approved in advance in writing by PURCHASER:

1. Continuation of business: the borough shall operate, maintain and repair the water and sewer system until the closing date in the ordinary course of business, consistent with past practice, so as to preserve:
2. Its business organization intact; and
3. The relationships of the water and sewer system with suppliers, customers and others.



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4. Continuation of insurance: the borough shall keep in existence all policies of insurance insuring the assets and the water and sewer system against liability and property damage, fire and other casualty through the closing date, consistent with the policies in effect on the date of this agreement.
5. Standstill Agreement: Until the Closing Date, unless this Agreement is earlier terminated pursuant to Article 5 of this Agreement, the Borough shall not, directly or indirectly, solicit offers for the Assets or the Water and Sewer System, or share confidential information with, negotiate with or in any way facilitate inquiries or offers from, third Parties who express or who have heretofore expressed an interest in acquiring any or all of the Assets or the Water and Sewer System.
6. Access: To the extent reasonably required for PURCHASER to satisfy conditions of Closing or otherwise perform its obligations hereunder, the Borough shall:
  - a. give to PURCHASER and its representatives, from the date of the Agreement until the Closing Date, full access during normal business hours, given reasonable notice, to all the properties, books, data, contracts, agreements, documents and records connected to the Assets and/or the Water and Sewer System; and
  - b. make available to PURCHASER and its representatives all other information with respect to the Assets and/or the business and affairs of the Water and Sewer System as PURCHASER reasonably requires for such purposes, provided, such access under this agreement does not interfere with the Borough's operation of the Water and Sewer System and the Assets in the ordinary course of business.
7. Contractual Consents: The Borough shall, at all times, use reasonable efforts to obtain all approvals, authorizations and consents to transfer of all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.
8. Customer Advances: Prior to Closing, the Borough shall:
  - a. Borough received customer water overpayments on record at closing to be applied to the next quarterly charges and reflected accordingly by the highest qualified bidder on the succeeding billing. Borough received customer sewer fees which are billed in advance and the highest qualified bidder shall reflect this accordingly on the succeeding billing.
9. Projects in Progress: The capital improvement projects and/or studies in progress as of the date hereof are listed herein, except for those projects or studies undertaken by entities other than the Borough pursuant to an Assumed Contract ("Regional Projects").
10. The Borough shall continue to administer all such improvement projects, other than Regional Projects, and advance all amounts due there under until the Closing.
11. Prior to Closing, the Borough shall not approve any change orders under the contracts relating to such capital improvement projects unless the same are required by sound engineering or construction practices, are required to meet permit or regulatory requirements, or are requested or approved by PURCHASER and approved by the Borough.
12. At Closing, PURCHASER shall reimburse the Borough for all costs of such capital improvement projects Paid by the Borough, whether before or after date hereof, as provided in this Agreement.
13. After the Closing, it will be the responsibility of PURCHASER to complete any project contract and to approve any change orders. PURCHASER will assume the responsibility for cost of any Regional Projects undertaken in accordance with an Assumed Contract from the date of this Agreement and will reimburse the Borough for any Payments made under these Assumed Contracts through Closing as noted herein.



**Regulatory Consents:**

1. To the extent applicable, the Borough shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by the Borough for the Borough to sell the Assets
2. The Borough shall:
  - a. as promptly as practicable, make or cause to be made such filings and submissions under laws, rules and regulations applicable to it as may be required for the Borough to sell the Assets pursuant to the terms of this Agreement; and
  - b. keep PURCHASER apprised of the status of any filing or submission to any such governmental or regulatory agency.

**Customer & Metering Information:**

Within thirty (30) days of the execution of this Agreement, the Borough shall provide PURCHASER with a complete list of customers, including names, service addresses, billing addresses, and the name of the owner of the water meter used to compute sewer bills for the customer. This complete list shall be updated at closing and provided to PURCHASER at Closing so as to be true and correct on the Closing Date.

**TS.24 COVENANTS OF PURCHASER**

PURCHASER hereby covenants and agrees that, except as otherwise approved in advance in writing by the Borough:

**Regulatory Consents:**

PURCHASER shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained to consummate the transaction contemplated by this Agreement, including, without limitation:

1. the approval of the New Jersey Board of Public Utilities, if applicable, for the PURCHASER to render water and sewer service to the public in the entire geographic area of the Borough except only those areas for which other utilities or hold certificates of public convenience and necessity or actually render service; and
2. the approval of every regulatory agency of federal, state or local government that may be required.
3. PURCHASER shall: as promptly as practicable, make or cause to be made such filings and submissions under laws, rules and regulations applicable to it as may be required to consummate the terms of this Agreement; and
  - a. keep the Borough apprised of the status of any filing or submission to the New Jersey Board of Public Utilities, if applicable or any other governmental or regulatory agency.
  - b. Maintenance of Books and Records: No files, books, documents or records existing on the Closing Date and relating to the Assets or the operation of the Water and Sewer System shall be destroyed by PURCHASER for a period of three (3) years after the Closing Date without giving the Borough at least thirty (30) days prior



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written notice, during which time the Borough shall have the right to examine (during normal business hours) and copy (at its own expense) such files, books, documents or records.

**Confidentiality:**

1. Until the Closing Date, PURCHASER will abide by all terms and conditions of its Confidentiality Agreement. For a period of six (6) months after Closing, PURCHASER will consult with the Borough regarding any and all general communications made with customers transferred to PURCHASER as a result of this transaction. The intent of this requirement is to make certain that the Borough is fully informed of all proposed general communications with customers in advance so that the Borough may provide advice and guidance to the PURCHASER in such matters and fully assist and support the PURCHASER in its efforts to achieve a successful transition of the Water and Sewer System to its operations.
2. If this Agreement is terminated pursuant to this Agreement, PURCHASER will return such private, proprietary, privileged or confidential information to the Borough. In the event of a breach or threatened breach by PURCHASER of this Agreement, the Borough shall be entitled to an injunction restraining PURCHASER from utilizing or disclosing, in whole or in Part, such information.
3. Nothing in this Agreement shall be construed as prohibiting the Borough from pursuing any other available remedy for such breach or threatened breach, including, without limitation, the recovery of damages including attorney's fees and costs of suit.

**Taxes:**

PURCHASER shall be solely responsible for all state and local sales, use, transfer, real property transfer, documentary stamp, recording and other taxes arising from and with respect to the sale and purchase of the Assets.

**Rates:**

At Closing, PURCHASER shall implement, in its approved service area in the Borough, water and sewer rates which do not exceed the lower of:

1. the Borough's water rates then in effect as of the date of Closing;
2. Purchaser shall freeze the water and sewer rates for a minimum of two years following closing during which time no higher rate shall be charged in the area served by the Water and Sewer Systems and thereafter the rates may only be implemented and phased in as regulated by the BPU Nothing in this Section shall prevent PURCHASER from charging rates lower than the above maximum or applying its rules and regulations regarding conditions of service after Closing.

**Compliance with Laws.**

At all times after the Closing Date,

1. PURCHASER shall operate the Assets and the Water and Sewer System in substantial compliance with all federal, state and local laws, rules and regulations, including, without limitation, the Code of the Borough of High Bridge (the "Borough Code") where applicable.
2. PURCHASER specifically acknowledges and agrees that nothing herein shall be deemed to prevent the Borough from requiring PURCHASER to take any action, including without limitation obtaining a permit or other Borough approval, necessary or appropriate to the



lawful operation of the Assets and/or the Water System or as otherwise required by the Borough Code.

## **TS.25 CONDITIONS PRECEDENT**

### **Conditions Precedent to PURCHASER'S Obligations**

The obligation of PURCHASER to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (anyone or more of which may be waived in writing, in whole or in Part, by PURCHASER, in its sole discretion):

#### **Representations and Warranties:**

The Borough's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, except for changes in the ordinary course of business after the date of this Agreement that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement.

#### **Performance of Agreements:**

The Borough shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed, or complied with by it prior to or at the Closing.

#### **Adverse Change:**

There shall not have been a Material Adverse Change, occurrence or casualty, financial or otherwise, to the Assets, not covered by insurance.

#### **Closing Certificates:**

The Borough shall have delivered to the PURCHASER:

1. a certificate of the Borough Clerk certifying and attaching true and complete copies of the resolutions adopted by its Borough Committee relating to this Agreement and the transactions contemplated hereby; and, certifying the incumbency of the officers of the Borough executing this Agreement or any documents delivered hereunder; and
2. a certificate signed by the Mayor of the Borough confirming, to the best of such person's knowledge, the satisfaction of the conditions set forth in this Agreement.

#### **Closing Deliveries:**

The Borough shall have delivered the documents and other items described in this Agreement.

#### **No Litigation:**

There shall not be any pending or, to the knowledge of the Borough, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either Party herein.

#### **Regulatory Consents:**

PURCHASER shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including, without limitation:

1. the approval of the New Jersey Board of Public Utilities, if applicable, for the PURCHASER to render water service in the area of the Borough described in; and



2. the approval of every other regulatory agency of federal, state or local government that may be required in the opinion of either PURCHASER or the Borough.

**Contractual Consents:**

The Borough shall have obtained written approvals, authorizations and consents for the assignment of all of the Assumed Contracts and any other material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such Assumed Contracts and contracts, agreements, licenses or permits.

**Removal of Mortgages and Liens:**

As of the Closing, all mortgages, liens and security interests associated with the Assets of the Water System will be removed

**Conditions Precedent to the Borough's Obligations**

The obligation of the Borough to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any one or more of which may be waived in writing, in whole or in Part, by the Borough, in its sole discretion):

**Representation and Warranties:**

PURCHASER'S representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, except for changes in the ordinary course of business after the date of this that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement

**Performance of Agreement:**

PURCHASER shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

**Closing Certificates:**

PURCHASER shall have delivered to the Borough:

1. a certificate of the [Secretary or Assistant Secretary] of PURCHASER, to the best of such person's knowledge, certifying and attaching true and complete copies of the resolutions of the [governing Board] of PURCHASER authorizing the execution and delivery of this Agreement and the transactions contemplated hereby and the performance of the obligations of PURCHASER hereunder; and, certifying the incumbency of the officers of PURCHASER executing this Agreement or any documents delivered hereunder; and
2. a certificate of an Authorized Officer of PURCHASER confirming, to the best of such person's knowledge, satisfaction of the conditions set forth in Subsections (a) and (b) of Section 4.2 of this Agreement.

**Closing Deliveries:**

PURCHASER shall have:

1. Paid the Purchase Price and other amounts to the Borough as described in this Agreement; and
2. delivered the documents and other items described in or required by this Agreement.

**No Litigation:**

There shall not be any pending or, to the know ledge of PURCHASER, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which



shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either Party herein.

**Regulatory Consents:**

PURCHASER shall have obtained the written, final and unappealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including, without limitation:

1. the approval of the New Jersey Board of Public Utilities, if applicable, of the matters required hereunder; and
2. the approval of every other regulatory agency of federal, state or local government that may be required in the opinion of either PURCHASER or the Borough.

**Other Consents:**

PURCHASER shall have obtained any other approvals, authorizations and consents that are required to enable PURCHASER to consummate the transactions contemplated by this Agreement and to operate the Water and Sewer System.

**TS.26 TERMINATION**

This Agreement may be terminated prior to the Closing Date only as follows and in each case only by written notice:

1. by the mutual written consent of the Borough and PURCHASER;
2. by either the Borough or PURCHASER, if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before December 31, 2016, subject to extension for any period, not exceeding an additional six (6) months, necessary to obtain any governmental approvals for the sale transaction or to satisfy any other condition precedent which is beyond the control of the Parties;
3. by either the Borough or PURCHASER, if a material breach of any covenant, warranty, representation, agreement or provision of this Agreement has been committed by the other Party and such breach has not been:
  - a. cured within thirty (30) days after the non-breaching Party gives written notice of said breach to the breaching Party; or
  - b. waived by the non-breaching Party;
4. by either the Borough or PURCHASER, if, on establishing that the New Jersey Board of Public Utilities has jurisdiction, the New Jersey Board of Public Utilities does not approve of any of the following matters:
  - a. the acquisition by purchase of the Assets of the Water System;
  - b. the right of PURCHASER to offer, render, furnish, or supply water service to the public in the areas served by the Water System and all other portions of the Borough, and
  - c. any other material term of this Agreement including the right and obligation of PURCHASER to comply with the Borough's contracts and
  - d. agreements consistent with this Agreement, provided, however, that consummation of the transactions contemplated by this Agreement is not conditioned upon the approval



by the New Jersey Board of Public Utilities of the PURCHASER'S right to charge rates equal to those of the Borough or of the covenants set forth in Sections 3.3(e), (f)s and (g) of this Agreement;

5. by PURCHASER, if any of the conditions in this Agreement:
  - a. have not been satisfied as of the Closing Date; or
  - b. have become impossible of fulfillment (other than through the failure of PURCHASER to comply with its obligations under this Agreement);
  - c. and PURCHASER has not waived such condition on or before the Closing Date; and
  - d. by the Borough, if any of the conditions in this Agreement:
    - e. have not been satisfied as of the Closing Date; or
    - f. have become impossible of fulfillment (other than through the failure of the Borough to comply with its obligations under this Agreement);
    - g. and the Borough has not waived such condition on or before the Closing Date.

#### **TS.27 EFFECT OF TERMINATION**

Each Party's right of termination under this Agreement is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated, all further obligations of the Parties under this Agreement will terminate, except that the obligations in Sections Regarding Deposit, Expenses, Confidentiality and Jurisdiction of this Agreement shall survive.

#### **TS.28 ARTICLE 6 IDEMNIFICATION**

##### **Definition of Damages**

For purposes of this Agreement, "Damages" means the aggregate amount of all damages, claims, losses, obligations, liabilities (including any governmental penalty, fines or punitive damages), deficiencies, interest, costs and expenses arising out of or relating to a matter and any actions, judgments, costs and expenses (including reasonable attorney's fees and all other expenses incurred in investigating, preparing, or defending any litigation or proceeding, commenced or threatened) incident to such matter or to the enforcement of this Agreement.

##### **Indemnification by the Borough**

To the extent permitted by law, the Borough agrees to indemnify, defend and hold harmless PURCHASER, and its affiliates or subsidiaries, and their respective officers, directors and agents from and against any and all Damages arising solely out of or resulting solely from:

1. any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement made by the Borough in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to PURCHASER in connection with the transactions contemplated by this Agreement;
2. any and all liabilities of the Borough of any nature, (whether due or to become due, whether accrued, absolute, contingent or otherwise), existing prior to the Closing Date or arising out of any transaction entered into,
3. any state of facts existing or any event occurring prior to the Closing Date, other than Assumed Liabilities; the Retained Liabilities; and
4. the successful enforcement of this Section of this Agreement.



The Borough's obligations under this Section of this Agreement shall be discharged, and all amounts Payable hereunder (including costs and fees in the defense of any litigation), shall be Paid to PURCHASER as they are incurred by PURCHASER.

**Indemnification by PURCHASER**

PURCHASER agrees to indemnify, defend and hold harmless the Borough and its officials, employees, and agents, Borough Solicitor, Administrator and Advisor on this project from and against any and all Damages arising out of or resulting from:

1. any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement made by PURCHASER in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to the Borough in connection with the transactions contemplated by this Agreement;
2. the ownership, operation or use of the Assets or the Water and Sewer System on or after the Closing Date, excepting only:
  - a. the Retained Liabilities; and
  - b. liabilities resulting from breaches by the Borough of covenants, warranties, representations and agreements hereunder;
  - c. the Assumed Liabilities; and
  - d. the successful enforcement of this Section of this Agreement.

PURCHASER'S obligations under this Section of this Agreement shall be discharged, and all amounts Payable hereunder (including costs and fees in the defense of any litigation), shall be Paid to the Borough as they are incurred by the Borough.

**General Indemnification Provisions**

In the event that any claim or demand for which the PURCHASER or the Borough, as indemnitor (each, as applicable, the "Indemnifying Party") may be liable to the other (collectively, "Indemnified Person") pursuant to this agreement hereof is asserted against or sought to be collected from an Indemnified Person by a third Party,

1. the Indemnified Person shall promptly notify the Indemnifying Party of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand) (the "Claim Notice").
2. The Indemnifying Party shall have thirty (30) days from the personal delivery or mailing of the Claim Notice (the "Claim Period") to notify the Indemnified Person,
  - a. whether or not the Indemnifying Party disputes its liability to the Indemnified Person hereunder with respect to such claim or demand, and
  - b. notwithstanding any such dispute, whether or not the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Person against such claim or demand.***

**25.4.3** Pending the resolution of any dispute by the Indemnifying Party of its liability with respect to any claim or demand, such claim or demand shall not be settled without the prior written consent of the Indemnified Person and the Indemnifying Party.

**25.4.4** In the event that the Indemnifying Party notifies the Indemnified Person within the Notice Period that it desires to defend the Indemnified Person against such claim or demand then, except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Person by appropriate proceedings,



25.4.4.1 which proceedings shall be promptly settled or prosecuted by the Indemnifying Party to a final conclusion in such a manner as to avoid any risk of any Indemnified Person becoming subject to liability for any other matter; provided, however,

25.4.4.2 the Indemnifying Party shall not, without the prior written consent of the Indemnified Person,

25.4.4.2.1 consent to the entry of any judgment against the Indemnified Person or

25.4.4.2.2 enter into any settlement or compromise which does not include, as an unconditional term thereof,

24.4.4.2.3 the giving by the claimant or plaintiff to the Indemnified Person of a release, in form and substance satisfactory to the Indemnified Person, as the case may be, from all liability in respect of such claim or litigation.

25.4.5 If any Indemnified Person desires to Participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense.

25.4.6 If, in the reasonable opinion of the Indemnified Person, any such claim or demand or the litigation or resolution of any such claim or demand involves an issue or matter which could have a Materially Adverse Effect on the business, operations, assets, properties or prospects of the Indemnified Person, including without limitation the administration of the tax returns and responsibilities under the tax laws of any Indemnified Person, then the Indemnified Person shall have the right to control the defense or settlement of any such claim or demand and its reasonable costs and expenses shall be included as Part of the indemnification obligation of the Indemnifying Party hereunder; provided, however,

25.4.6.1 that the Indemnified Person shall not settle any such claim or demand without the prior written consent of the Indemnifying Party, which consent shall not be unreasonable withheld.

25.4.6.2 If the Indemnified Person should elect to exercise such right, the Indemnifying Party shall have the right to participate in, but not control, the defense or settlement of such claim or demand at its sole cost and expense.

25.4.7 If the Indemnifying Party elects not to defend the Indemnified Person against such claim or demand, whether by not giving the Indemnified Person timely notice as provided above or otherwise, then the amount of any such claim or demand, or if the same be defended by the Indemnifying Party or by the Indemnified Person (but the Indemnified Person shall not have any obligation to defend any such claim or demand), then that portion thereof as to which such defense is unsuccessful, in each case shall be conclusively deemed to be a liability of the Indemnifying Party hereunder.

25.4.8 In the event any Indemnified Person should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third Party, the Indemnified Person shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party.



## **25.5 LIMITATION ON DAMAGES**

Notwithstanding any other provision of this Agreement, in no event shall the Borough be liable or have any responsibility hereunder for any special, incidental, consequential, punitive or other indirect damages incurred or sustained by PURCHASER or any third Party.

## **TS.29 SURVIVAL**

All covenants, warranties, representations and agreements made by the Parties in this Agreement or in any Schedule, document, statement or certificate furnished in connection with the transaction contemplated by this Agreement shall survive the Closing.

### **26.1 LIMITATIONS ON SURVIVAL**

26.1.1 The covenants, warranties, representations and agreements set forth herein of this Agreement shall survive the Closing for the periods of time specified in such Sections.

26.1.2 The covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing for a period of three (3) years. Article 6 of this Agreement shall survive the Closing for the applicable periods of the indemnified covenants, warranties, representations and agreements as limited by this Article 7.

26.1.3 The covenants, warranties, representations and agreements that are not explicitly limited by this Agreement shall survive the Closing for a period of one (1) year.

#### 14. 26.2 Covenants Binding on Successors

The covenants in this Agreement and the performance of all obligations there under shall be binding on any owner, assignee, lessee or transferee of all or any Part of the Assets used to provide potable water and sewage service to the public in the Borough and PURCHASER shall include such covenants in any agreement which it enters into relating to a disposition of any portion of the Assets.

## **TS.30 MISCELLANEOUS SCHEDULES**

All Exhibits and Schedules annexed or referred to in this Agreement are hereby incorporated in and made a Part of this Agreement as if set forth in full herein. Schedules are made to the best of the Parties' knowledge as of the date of the Agreement. Prior to Closing, the Parties shall promptly deliver an amended or supplemented Schedule when any change in fact, condition or information requires an amendment or supplement to such Schedule.

## **ENTIRE AGREEMENT**

This Agreement, together with the Request for Bids and Contract Documents for Proposed Sale of Public Potable water & sanitary sewer systems dated July 28, 2010 (the "Contract Documents"), constitute the entire agreement between the Parties concerning the sale and purchase of the Assets, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof and thereof.

## **AMENDMENT**

This Agreement may be amended or modified only by a writing executed by all of the Parties.

## **TS.31 EXTENSION OR WAIVER OF PERFORMANCE**

Either the Borough or PURCHASER may extend the time for or waive the performance of any of the obligations of the other, waive any inaccuracies in the warranties or representations by the other, or waive compliance by the other with any of the covenants, conditions or agreements contained in this Agreement, provided that any such extension or waiver shall be in writing and signed by the



waiving Party in the case of a waiver or by both the Borough and PURCHASER in the case of an extension.

**TS.32 ASSIGNMENT OR DELEGATION - DISPOSITION OF ASSETS**

The Parties shall not assign, delegate or otherwise transfer any of their duties, rights or obligations under this Agreement without the prior written consent of the other Party. In addition, PURCHASER expressly agrees that it will not sell, lease or otherwise dispose of the Assets or any substantial portion thereof to any person or entity which is not qualified by experience to own and operate potable water and sanitary sewer facilities.

Successors and Assigns; Binding Effect

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

**TS.33 GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

**CAPTIONS**

The headings and captions used with the subsections, sections and articles of this Agreement are for convenience or reference only and shall not be deemed to modify or limit the provisions of this Agreement.

**INCONSISTENCIES — OTHER RULES OF CONSTRUCTION**

In the event of any conflict or inconsistency between any provision of this Agreement and any other terms and conditions in the Contract Documents, the provisions of this Agreement shall control. If any provision of the Contract Documents is considered or deemed unclear or ambiguous, or otherwise requires interpretation, the same shall be construed and interpreted in the light most favorable to the Borough. Any reference to any federal, state, local or foreign statute shall be deemed to refer to all rules and regulations promulgated there under, unless the context requires otherwise. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include, without limitation, any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context may require.

**CUMULATIVE REMEDIES**

The remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.

**NO WAIVER**

No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy; nor shall it be construed as a waiver of or acquiescence in any such breach or default, or any similar breach or default occurring later; nor shall any waiver of a single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

**TIME OF THE ESSENCE**

Time is of the essence of this Agreement.



### **JURISDICTION**

The Parties each irrevocably submit to the exclusive jurisdiction of the Court of Common Pleas for Camden County in the State of New Jersey. When the above-mentioned court may properly exercise jurisdiction over an action, suit or proceeding relating to this Agreement, the Parties agree not to commence or maintain any such action, suit or proceeding in a court or forum other than the above-mentioned court.

### **THIRD PARTY BENEFICIARIES**

Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the Parties, any rights or remedies under or by reason of this Agreement.

### **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

### **TS.34 THE FOLLOWING ARE SPECIAL CONDITIONS THAT THE BOROUGH OF HIGH BRIDGE REQUESTS:**

The successful bidder shall be responsible for satisfying all orders of any court and/or administrative agency, including but not limited to any and all Administrative Consent Orders between the Borough and the NJDEP, as they relate to Utilities;

The successful bidder shall be responsible to undertake and complete any existing and or proposed improvement project in connection with the Utilities as may be deemed necessary in order to effectuate optimal service to the residents of High Bridge Borough;

The successful bidder shall retain the publically owned fire hydrant throughout the Borough and will be responsible all maintenance, testing, and replacement at no cost to the Borough of High Bridge. The Borough of High Bridge shall not be assessed any 'FEES FOR PUBLIC FIRE HYDRANTS NOR CHARGES FOR USE, MAINTENANCES, TESTING AND REPLACEMENT OF THE SAME.

The Borough of High Bridge will retain any and all irrigation wells listed or not listed on the Water allocation permit.

The Borough of High Bridge shall retain any and all associated connection fees, and or any customer loans-advancements.

The Successful Bidder shall maintain all leases for facilities with antenna and or communication equipment. The Borough of High Bridge will remain the beneficiary of the revenue, to be negotiated at closing.

The successful bidder may also be responsible for assumption of various contracts, agreements, leases and other legal obligations of the Borough as they pertain to the Water and Sewer Systems. These Special Conditions are subject to change and may be altered or modified by the Borough at any time.

### **TS.35 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and are a Part of this Agreement.



### **TS.36 SALE AND PURCHASE OF ASSETS**

At Closing (as defined in this Agreement), subject to the terms and conditions of this Agreement, the Borough shall sell, assign, transfer, deliver and convey to PURCHASER, and PURCHASER shall purchase, the Assets (as defined in this Agreement) for the Purchase Price (as defined in this Agreement).

### **TS.37 DESCRIPTION OF ASSETS**

The term "Assets" means, subject to this Agreement, all of the Borough's right, title and interest in, under and to all of the assets, properties and rights, as defined and described and as the same exist on the Closing Date (as defined in this Agreement), wherever such assets, properties and rights are located and whether such assets, properties and rights are real, personal or mixed, tangible or intangible.

The Assets shall mean and be limited to the following:

- (a) all land, easements, rights-of-way and other interests in real property, as listed, together with all buildings, structures, fixtures and other improvements erected thereon and the rights of use, licenses, permits, tenements, privileges and other appurtenances belonging or related thereto (such as appurtenant rights in and to public streets);
- (b) all water distribution lines, pumping stations, pumps, fire hydrants, wells, treatment plants, storage tanks and other conveyance lines, tanks, meters, valves, fittings and other tangible personal property owned and operated as Part of the Water System;
- (d) all equipment, machinery, tools, motors, spare parts, materials, supplies, fixtures and improvements, construction in progress, jigs, molds, patterns, gauges, production fixtures, office equipment, computer systems, telephone systems and other tangible personal property related to the Water and Sewer System which is located on the real property identified;
- (e) all of the Borough's rights under the Assumed Contracts (as defined in Section 1.5 of this Agreement) and under any other written or oral contract, agreement, lease, plan, instrument, registration, license, (including any railroad or highway crossing license), permit, certificate, document, commitment, arrangement, undertaking, practice, authorization or approval of any nature relating to the Water and Sewer System and entered into in the ordinary course of business' consistent with past practice, but specifically excluding the Excluded Contracts (as defined in this Agreement);
- (f) all of the Borough's rights under any permit, franchise, license, sub-license, approvals, authorization, order, registration, certificate, variance, document and any other similar rights obtained from any authority relating to the Water and Sewer System, and all pending applications therefore;
- (g) all information, books, records, ledgers, files, documents, correspondence, data, plans, models, system maps, engineering records, planning studies, architectural plans, drawings and specifications, customer records and data, supplier lists, records of operations, quality control and inspection records, procedures and processes, equipment maintenance records, manual and warranty information, laboratory books, intellectual property and goodwill (including any licenses granted or obtained with respect thereto) relating to the assets, properties and rights described in the foregoing Paragraphs unless otherwise restricted from disclosure as required by law.

### **TS.38 1.4. EXCLUDED ASSETS**

Notwithstanding the foregoing, the Assets shall not include cash, accounts receivable, or any of the other assets, properties or rights listed herein ("Excluded Assets").

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1.5. Assumption of Contracts

PURCHASER shall assume the contractual rights, duties, liabilities and obligations of the Borough with respect to the contracts, agreements and commitments relating to the Assets or their operations, all such contracts, agreements and commitments being more specifically listed or described herein ("Assumed Contracts"), except that:

**TS.39 1.6. ASSUMPTION OF LIABILITIES**

(a) PURCHASER shall assume and agree to Pay or discharge the following liabilities and obligations of the Borough ("Assumed Liabilities"):

(i) all rights, duties, liabilities and obligations of the Borough under the Assumed Contracts except obligations relating to rentals, service changes and similar amounts which are to be prorated as of the Closing Date;

(ii) any change orders on projects in progress that are entered into between the date hereof and the Closing Date and are required by sound engineering or construction practices, are required to meet permit or regulatory requirements or are requested by PURCHASER and approved by the Borough before the Closing Date; and

(iii) any change orders that are approved or requested by PURCHASER after the Closing Date.

(b) The Borough shall retain and discharge ("Retained Liabilities"):

(i) all rights, duties, liabilities and obligations required to be performed under the Excluded Contracts; and

(ii) all other liabilities and obligations arising out of the ownership, operation or use of the Assets prior to the Closing Date, accepting the Assumed Liabilities,

1.7. Purchase Price - Deposit

(a) The total purchase price for the Assets to be Paid by PURCHASER to the Borough in the amount of \_\_\_\_\_ Million, \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_,000,000) ("Purchase Price"). The Purchase Price shall be paid in cash at Closing.

(b) To secure the full and faithful performance of its obligations hereunder, PURCHASER has deposited with the Borough ten percent (10%) of the Purchase Price (the "Deposit") to be applied in accordance hereof. The Deposit shall be placed by the Borough in an interest bearing escrow account in a federally insured bank or savings institution, or invested by the Borough solely in direct obligations of the United States of America or money market funds authorized to invest solely in direct obligations of the United States of America. Except as otherwise expressly provided herein, all interest accruing on the Deposit shall accrue for the benefit of the Borough.

(c) In the event that PURCHASER fails to acquire the Assets pursuant to the terms of this Agreement solely because the Borough is in material breach of this Agreement, the amount of the Deposit and all accrued interest thereon shall be promptly returned to PURCHASER, and the Borough shall have no further liability or obligation with respect to this Agreement or the termination thereof, except as otherwise provided in this Agreement. In the event that PURCHASER fails to acquire the Assets pursuant to the terms of this Agreement for any reason whatsoever (including failure of PURCHASER to receive requisite governmental approval or permits) other than the reason set forth in the immediately preceding sentence, then the Deposit together with any interest shall be retained by the Borough as liquidated damages for the failure of PURCHASER to complete this transaction. If the transaction set forth herein closes, the



Deposit shall be applied at the Closing for the benefit of the PURCHASER towards the Purchase Price.

**TS.40 1.8. CLOSING ADJUSTMENTS**

At Closing, the following amounts shall be determined and Paid or credited to the Parties:

- (a) Borough shall transfer to PURCHASER the amount of refundable customer advances or deposits held by the Borough under any of the Assumed Contracts;
- (b) Each Party shall remit or credit to the other Party the amount of expenses for which each Party is responsible under this Agreement to the extent that either Party shall have Paid or shall be required to Pay after Closing any such expenses which are the responsibility of the other Party;
- (c) Borough shall Pay or credit to PURCHASER the amount of any contract retainage held by the Borough for the Assumed Contracts;
- (d) In accordance with and subject to the terms herein, PURCHASER shall reimburse Borough the amount expended by the Borough on capital improvements to the Water and Sewer System, including any capital contributions made by the Borough in accordance with the Assumed Contracts listed in Schedule 1.5. This subparagraph (d) shall not apply to ordinary operating expenses for repairs, replacements and other costs occurring in the normal course of business to provide adequate service to the Borough's customers.

**TS.41 1.9. PRORATION OF EXPENSES**

The Parties agree that the following expenses shall be calculated and pro-rated as of the Closing Date, with the Borough responsible for such expenses for the period up to the Closing Date, and PURCHASER to be responsible for the period on and after the Closing Date:

- (a) electric, fuel, gas, telephone, sewer and utility charges, in each case, to the extent relating to the Water and Sewer System; and
- (b) rentals, service charges and other amounts Payable in respect of ordinary operating expenses under the Assumed Contracts, excluding amounts reimbursed to the Borough pursuant to Section 1.8(d) hereof.

**TS.42 1.10. CLOSING**

The closing of this transaction (the "Closing") shall occur on or before forty-five (45) days after satisfaction (or waiver) of the conditions to Closing set forth in Article 4 of this Agreement, or such other date as is mutually agreed to by the Parties in writing, (the "Closing Date"); provided, however, that the Closing Date may, upon the mutual agreement of PURCHASER and the Borough, be extended for up to an additional six (6) months if necessary to obtain any governmental consent or approval required for the sale of the Assets or to satisfy any other condition of Closing hereunder which is not within the control of either Party.

On the Closing Date (at a time of day to be mutually agreed upon by the Parties), subject to the terms and conditions of this Agreement, PURCHASER shall Pay the Purchase Price to the Borough, and the Borough shall assign, transfer, deliver and convey to PURCHASER title and possession of the Assets.

The Closing shall take place at the Borough, Municipal Building.

**TS.43 1.11. DELIVERIES AT CLOSING BY THE BOROUGH TO PURCHASER**

Subject to the terms and conditions of this Agreement, at the Closing the Borough shall deliver (or cause to be delivered) to PURCHASER:

- (a) bills of sale and instruments of assignment to the Assets, duly executed by the Borough;
- (b) consents to the assignment of all Assumed Contracts to the extent required there under;



- (c) one or more appropriate deeds of conveyance of the real property which was acquired by the Borough by way of a deed with warranty or covenant of title and, one or more quit claim deeds of conveyance of the real property which was acquired by the Borough by way of a deed without warranty or covenant of title, duly executed and acknowledged by the Borough, and in recordable form;
- (d) the Borough's Closing Certificates pursuant to Section 4.1(d) of this Agreement;
- (e) all agreements and other documents required by this Agreement;
- (f) a receipt for the Payment of the Purchase Price; and
- (i) all such other instruments of conveyance as shall be, in the reasonable opinion of PURCHASER and its counsel, in a form approved by Borough and its Committee, necessary to transfer to PURCHASER the Assets in accordance with this Agreement and where necessary or desirable, in recordable form.

**TS.44 1.12. DELIVERIES AT CLOSING BY PURCHASER TO THE BOROUGH**

Subject to the terms and conditions of this Agreement, at the Closing PURCHASER shall deliver (or cause to be delivered) to the Borough:

- (a) a wire transfer of immediately available funds in an amount equal to the Purchase Price and any other amounts due and Payable by PURCHASER pursuant to Section 1.8 hereof, less the Deposit, to such account (or accounts) as shall be designated by the Borough;
- (b) PURCHASER'S Closing Certificates pursuant to Section 4.2(c) of this Agreement;
- (c) all agreements and other documents required by this Agreement; and
- (d) all such other documents that are, in the reasonable opinion of the Borough and its Solicitor, necessary to consummate the transactions contemplated by this Agreement.

**2.1. Representations and Warranties of the Borough**

The Borough represents and warrants to PURCHASER as follows:

- (a) **Organization and Good Standing:** The Borough is a municipality duly organized, validly existing and in good standing under the laws of the State of New Jersey.
- (b) **Authorization and Enforceability:** The Borough has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement (including such other necessary agreements, instruments and documents in connection herewith) and all necessary proceedings. This Agreement constitutes the legal, valid and binding obligation of the Borough, enforceable against the Borough in accordance with its terms, except as such enforceability may be limited by applicable laws or equitable principles relating to bankruptcy, insolvency, fraudulent conveyance, reorganization or affecting creditors' rights generally.
- (c) **Title to Assets:** Prior to Closing, the Borough will own and convey or otherwise will own and convey (subject to matters of public record other than mortgages, liens and security interests):
  - (i) good and marketable title, insurable by any reputable Title Insurance Company at regular rates, the real property included in the Assets which was acquired by the Borough by way of a deed with warranty or covenant of title;
  - (ii) by quit claim deed of blanket easement over Borough properties, its interests in the real property included in the Assets which was acquired by the Borough by way of a deed without warranty or covenant of title;



- (iii) good and valid leasehold title to any leased real property included in the Assets; and good and sufficient title to, or valid leasehold or other applicable interest in, any other real property included in the Assets; and
- (iv) good title to, or valid leasehold or other applicable interest in, any personal property included in the Assets. Any mortgages, liens and security interests associated with the Assets will be removed as of the Closing, to the effect that the Assets will be conveyed free and clear of all mortgages, liens, pledges and security interests, excepting only the following:
- those imposed by law and incurred in the ordinary course of business for indebtedness not yet due to carriers, warehousemen, laborers, or material men and the like;
  - those created by or in connection with the Assumed Contracts;
  - those in respect of pledges or deposits under workmen's compensation laws or similar legislation;
  - those for property taxes, assessments or governmental charges not yet subject to penalties for non payment; and
  - those affecting real property, which is owned by third Parties, containing easements or rights-of-way relating to the Assets.

15. Contracts:

To the best of the Borough's knowledge, the Assumed Contracts are valid and enforceable in accordance with their terms.

16. Customer Advances: The Borough has:

(i) Borough received customer water and/or sewer overpayments on record at closing to be applied to the next quarterly charges and reflected accordingly by the highest qualified bidder on the succeeding billing. Borough received customer sewer fees which are billed in advance and the highest qualified bidder shall reflect this accordingly on the succeeding billing.

**TS.45 2.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

PURCHASER represents and warrants to the Borough as follows:

- (a) Organization and Good Standing: PURCHASER is a [public utility corporation ] duly organized and validly existing and in good standing under the laws of the {enter name of jurisdiction}, and has or will have at Closing, if subject to New Jersey Board of Public Utilities regulation, a certificate of public convenience allowing PURCHASER to operate the Assets as a public utility in New Jersey
- (b) Authorization and Enforceability: PURCHASER has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement (including such other necessary agreements, instruments and documents in connection herewith) and all necessary proceedings. This Agreement constitutes the legal, valid and binding obligation of PURCHASER, enforceable against PURCHASER in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization or affecting creditors' rights generally.
- (c) No Violation of Laws or Agreements: Subject to fulfillment of all conditions precedent to Closing, neither the execution or delivery of this Agreement or any of the documents to be signed by PURCHASER nor the performance by PURCHASER of the transactions contemplated hereby and thereby, conflicts with, or constitutes a breach of or a default under



- (i) PURCHASER'S [Articles of Incorporation, Partnership Agreement, Certificate of Organization, as applicable]; (ii) any applicable law, rule, judgment, order, writ, injunction, or decree of any court, currently in effect; (iii) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (iv) any agreement, indenture, contract, permit or instrument to which PURCHASER is a Party or by which its assets are bound.
- (d) Governmental Authorization. The execution, delivery and performance of this Agreement by PURCHASER, and the consummation of the transactions contemplated hereby by PURCHASER, do not and will not require any consent, approval or action by or in respect of, or any declaration, filing or registration with, any government, court, regulatory or administrative agency or commission, or other governmental authority, agency or instrumentality, whether federal, state or local, other than those governmental authorities and agencies whose approval is a condition precedent to Closing pursuant to Article IV hereof. PURCHASER has no knowledge of any reason why such consents, approvals or actions should not or will not be granted by the applicable authority, agency or instrumentality.
- (e) No Pending Litigation or Proceedings: Except as listed herein, to the best of PURCHASER'S knowledge, there is no claim, litigation, arbitration, proceeding, judgment, injunction, audit or governmental investigation pending or threatened against PURCHASER which could reasonably be expected to have a Material Adverse Effect on the transaction contemplated by this Agreement. If there is a claim for the Borough shall be indemnified from any such claim.
- (f) Brokerage: Neither PURCHASER nor any of its affiliates or subsidiaries has made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to the Borough. In the event a claim is made against the Borough for broker's finder's fees or commission as a result of the transaction contemplated herein, the Purchaser shall indemnify and hold the Borough harmless from same.
- (g) Financing: PURCHASER has, or at the Closing Date will have, sufficient resources to pay the Purchase Price to the Borough. [Insert specific warranty as to PURCHASER'S financing plan if applicable under its Bid.]
- (h) Experience. PURCHASER has sufficient resources, personnel, experience and expertise to operate the Assets in substantially the manner required by and consistent with applicable State, Federal and other regulatory requirements and permits.
- (i) Accuracy of Information. Neither this Agreement nor the Exhibits or Schedules here to or any certificate to be delivered at the Closing by PURCHASER to the Borough in connection with this Agreement or any of the transactions contemplated hereby contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they are made, not misleading, or contains a statement which is misleading. The statements contained in the Schedules hereto or any certificate to be delivered at the Closing by PURCHASER to the Borough in connection with this Agreement or any of the transactions contemplated hereby shall be deemed to constitute representations and warranties under this Agreement to the same extent as if set forth in this Agreement in full

**TS.46 COVENANTS**

17. Mutual Covenants of the Borough and PURCHASER.

The Parties mutually covenant and agree that, except as otherwise approved by the other Party in advance and in writing:



(a) Cooperation: The Parties shall cooperate and shall cause their respective officers, employees, agents and representatives to cooperate to ensure the orderly transition of the Assets from the Borough to PURCHASER and to minimize any disruption to the customers of the Water and Sewer System from the transactions contemplated by this Agreement. The Parties shall furnish to the other Party any necessary information or reasonable assistance as the other Party may request in connection with the consent, approval or authorization of, or registration with or filing or submission to any third Party (including any governmental or regulatory agency).

(b) Further Assurances: The Parties shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, the Parties shall take such other actions and execute such other documents as may be reasonably requested by the other Party:

(i) in order to transfer more effectively to PURCHASER or to put PURCHASER more fully in possession of any of the Assets; or

(ii) in connection with the preparation of any tax return, audit or examination by any governmental or taxing authority; or

(iii) in order to correct any clerical or typographical mistakes.

(c) Expenses: The Parties shall each bear their own respective accounting, legal and other expenses incurred in connection with the transactions contemplated by this Agreement.

(d) Unbilled Service: The Borough shall maintain its normal billing cycle and billing and collection procedures prior to Closing, where the water is billed on actual usage, and the sewer is billed in advance. At the end of the billing cycle in which the Closing occurs; PURCHASER shall issue bills to customers of the Water and Sewer System for water and sewer service which was provided during such billing period in which Closing occurs and not previously billed by the Borough ("Unbilled Service"). Within ten (10) days after the issuance of such bills, the total amount thereof shall be prorated on water and sewer separately based on the number of calendar days prior to and after the Closing Date. PURCHASER shall, within such ten (10) day period:

(i) provide to the Borough a written statement showing the total amount of such bills and the amount prorated to the Borough for the period prior to Closing; and

(ii) pay to the Borough ninety-seven percent (97%) of the amount allocable to service rendered prior to the Closing Date. Borough does not guarantee the collectability of the bills issued for Unbilled Service. PURCHASER will not terminate water and/or sewer service for the Borough's uncollectible accounts, except as permitted by law.

(iii) Upon the award PURCHASER shall prepare notices and other public awareness literature to be communicated to the public at the PURCHASERS'S expense about the pending sale and transfer of the Water and Sewer Systems. The content of the public awareness information and the timing of communications to the public shall be subject to the review and approval of the Borough Administrator which approval shall not be unreasonable withheld.

#### **COVENANTS OF THE BOROUGH**

The Borough hereby covenants and agrees that, except as otherwise approved in advance in writing by PURCHASER:

(a) Continuation of Business: The Borough shall operate, maintain and repair the Water and Sewer System until the Closing Date in the ordinary course of business, consistent with past practice, so as to preserve:



BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

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- (i) its business organization intact; and
- (ii) the relationships of the Water and Sewer System with suppliers, customers and others.
- (b) Continuation of Insurance: The Borough shall keep in existence all policies of insurance insuring the Assets and the Water and Sewer System against liability and property damage, fire and other casualty through the Closing Date, consistent with the policies in effect on the date of this Agreement.
- (c) Standstill Agreement: Until the Closing Date, unless this Agreement is earlier terminated pursuant to Article 5 of this Agreement, the Borough shall not, directly or indirectly, solicit offers for the Assets or the Water and Sewer System, or share confidential information with, negotiate with or in any way facilitate inquiries or offers from, third Parties who express or who have heretofore expressed an interest in acquiring any or all of the Assets or the Water and Sewer System.
- (d) Access: To the extent reasonably required for PURCHASER to satisfy conditions of Closing or otherwise perform its obligations hereunder, the Borough shall:
  - (i) give to PURCHASER and its representatives, from the date of the Agreement until the Closing Date, full access during normal business hours, given reasonable notice, to all the properties, books, data, contracts, agreements, documents and records connected to the Assets and/or the Water and Sewer System; and
  - (ii) make available to PURCHASER and its representatives all other information with respect to the Assets and/or the business and affairs of the Water and Sewer System as PURCHASER reasonably requires for such purposes, provided, such access under this Section 3.2 (d) subparagraph (i) or (ii) does not interfere with the Borough's operation of the Water and Sewer System and the Assets in the ordinary course of business.
- (e) Contractual Consents: The Borough shall, at all times, use reasonable efforts to obtain all approvals, authorizations and consents to transfer of all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.
- (f) Customer Advances: Prior to Closing, the Borough shall:
  - (i) Borough received customer water and/or sewer overpayments on record at closing to be applied to the next quarterly charges and reflected accordingly by the highest qualified bidder on the succeeding billing. Borough received customer sewer fees which are billed in advance and the highest qualified bidder shall reflect this accordingly on the succeeding billing.
- (g) Projects in Progress: The capital improvement projects and/or studies in progress as of the date hereof are listed herein, except for those projects or studies undertaken by entities other than the Borough pursuant to an Assumed Contract ("Regional Projects"). The Borough shall continue to administer all such improvement projects, other than Regional Projects, and advance all amounts due there under until the Closing. Prior to Closing, the Borough shall not approve any change orders under the contracts relating to such capital improvement projects unless the same are required by sound engineering or construction practices, are required to meet permit or regulatory requirements, or are requested or approved by PURCHASER and approved by the Borough. At Closing, PURCHASER shall reimburse the Borough for all costs of such capital improvement projects Paid by the Borough, whether before or after date hereof, as provided in Section 1.8(d) of this Agreement. After the Closing, it will be the responsibility of PURCHASER to complete any project contract and to approve any change orders. PURCHASER will assume the responsibility for cost of any Regional Projects undertaken in accordance with an Assumed Contract from the date of this



Agreement and will reimburse the Borough for any Payments made under these Assumed Contracts through Closing as noted.

(h) Regulatory Consents: To the extent applicable, the Borough shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by the Borough for the Borough to sell the Assets. The Borough shall:

(i) as promptly as practicable, make or cause to be made such filings and submissions under laws, rules and regulations applicable to it as may be required for the Borough to sell the Assets pursuant to the terms of this Agreement; and

(ii) keep PURCHASER apprised of the status of any filing or submission to any such governmental or regulatory agency.

(i) Customer & Metering Information: Within thirty (30) days of the execution of this Agreement, the Borough shall provide PURCHASER with a complete list of customers, including names, service addresses, billing addresses, and the name of the owner of the water meter used to compute sewer bills for the customer. This complete list shall be updated at closing and provided to PURCHASER at Closing so as to be true and correct on the Closing Date.

**TS.47 3.3. COVENANTS OF PURCHASER**

PURCHASER hereby covenants and agrees that, except as otherwise approved in advance in writing by the Borough:

(a) Regulatory Consents: PURCHASER shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained to consummate the transaction contemplated by this Agreement, including, without limitation:

(i) the approval of the New Jersey Board of Public Utilities, if applicable, for the PURCHASER to render water and sewer service to the public in the entire geographic area of the Borough except only those areas for which other utilities or hold certificates of public convenience and necessity or actually render service; and

(ii) the approval of every regulatory agency of federal, state or local government that may be required.

**PURCHASER SHALL:**

(i) as promptly as practicable, make or cause to be made such filings and submissions under laws, rules and regulations applicable to it as may be required to consummate the terms of this Agreement; and

(ii) keep the Borough apprised of the status of any filing or submission to the New Jersey Board of Public Utilities, if applicable or any other governmental or regulatory agency.

(b) Maintenance of Books and Records: No files, books, documents or records existing on the Closing Date and relating to the Assets or the operation of the Water and Sewer System shall be destroyed by PURCHASER for a period of three (3) years after the Closing Date without giving the Borough at least thirty (30) days prior written notice, during which time the Borough shall have the right to examine (during normal business hours) and copy (at its own expense) such files, books, documents or records.

(c) Confidentiality: Until the Closing Date, PURCHASER will abide by all terms and conditions of its Confidentiality Agreement. For a period of six (6) months after Closing, PURCHASER will consult with the Borough regarding any and all general communications made with customers transferred to PURCHASER as a result of this transaction. The intent of this requirement is to make certain that the Borough is fully informed of all proposed general communications with customers in



advance so that the Borough may provide advice and guidance to the PURCHASER in such matters and fully assist and support the PURCHASER in its efforts to achieve a successful transition of the Water and Sewer System to its operations.

If this Agreement is terminated, PURCHASER will return such private, proprietary, privileged or confidential information to the Borough. In the event of a breach or threatened breach by PURCHASER of this Agreement, the Borough shall be entitled to an injunction restraining PURCHASER from utilizing or disclosing, in whole or in Part, such information.

Nothing in this Agreement shall be construed as prohibiting the Borough from pursuing any other available remedy for such breach or threatened breach, including, without limitation, the recovery of damages including attorney's fees and costs of suit.

(d) Taxes: PURCHASER shall be solely responsible for all state and local sales, use, transfer, real property transfer, documentary stamp, recording and other taxes arising from and with respect to the sale and purchase of the Assets.

(e) Rates: At Closing, PURCHASER shall implement, in its approved service area in the Borough, water and sewer rates which do not exceed the lower of: 1) the Borough's water and sewer rates then in effect as of the date of Closing; 2) Purchaser shall freeze the water and sewer rates for a minimum of two years following closing during which time no higher rate shall be charged in the area served by the Water and Sewer Systems and thereafter the rates may only be implemented and phased in as regulated by the BPU Nothing in this Section shall prevent PURCHASER from charging rates lower than the above maximum or applying its rules and regulations regarding conditions of service after Closing.

(f) Compliance with Laws. At all times after the Closing Date, PURCHASER shall operate the Assets and the Water and Sewer System in substantial compliance with all federal, state and local laws, rules and regulations, including, without limitation, the Code of the Borough of High Bridge (the "Borough Code") where applicable. PURCHASER specifically acknowledges and agrees that nothing herein shall be deemed to prevent the Borough from requiring PURCHASER to take any action, including without limitation obtaining a permit or other Borough approval, necessary or appropriate to the lawful operation of the Assets and/or the Water and Sewer System or as otherwise required by the Borough Code.

#### **TS.48 CONDITIONS PRECEDENT**

##### **4.1. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS**

The obligation of PURCHASER to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (anyone or more of which may be waived in writing, in whole or in Part, by PURCHASER, in its sole discretion):

(a) Representations and Warranties: The Borough's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, except for changes in the ordinary course of business after the date of this Agreement that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement.



- (b) Performance of Agreements: The Borough shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed, or complied with by it prior to or at the Closing.
- (c) Adverse Change: There shall not have been a Material Adverse Change, occurrence or casualty, financial or otherwise, to the Assets, not covered by insurance.
- (d) Closing Certificates: The Borough shall have delivered to the PURCHASER:
- (i) a certificate of the Borough Clerk certifying and attaching true and complete copies of the resolutions adopted by its Borough Committee relating to this Agreement and the transactions contemplated hereby; and, certifying the incumbency of the officers of the Borough executing this Agreement or any documents delivered hereunder; and
  - (ii) a certificate signed by the Mayor of the Borough's Borough Committee confirming, to the best of such person's knowledge, the satisfaction of the conditions set forth in Subsections (a) to (c), inclusive, of Section 4.1 of this Agreement.
- (e) Closing Deliveries: The Borough shall have delivered the documents and other items described in Section 1.11 of this Agreement.
- (f) No Litigation: There shall not be any pending or, to the knowledge of the Borough, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either Party herein.
- (g) Regulatory Consents: PURCHASER shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including, without limitation:
- (i) the approval of the New Jersey Board of Public Utilities, if applicable, for the PURCHASER to render water and sewer service in the area of the Borough; and
  - (ii) the approval of every other regulatory agency of federal, state or local government that may be required in the opinion of either PURCHASER or the Borough.
- (h) Contractual Consents: The Borough shall have obtained written approvals, authorizations and consents for the assignment of all of the Assumed Contracts and any other material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such Assumed Contracts and contracts, agreements, licenses or permits.
- (i) Removal of Mortgages and Liens: As of the Closing, all mortgages, liens and security interests associated with the Assets of the Water and Sewer System will be removed (subject to the exceptions listed in this Agreement).

#### **4.2. CONDITIONS PRECEDENT TO THE BOROUGH'S OBLIGATIONS**

The obligation of the Borough to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any one or more of which may be waived in writing, in whole or in Part, by the Borough, in its sole discretion):

- (a) Representation and Warranties: PURCHASER'S representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as of the time of Closing, except for changes in the ordinary course of business after the date of this that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement



- (b) Performance of Agreement: PURCHASER shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.
- (c) Closing Certificates: PURCHASER shall have delivered to the Borough:
- (i) a certificate of the [Secretary or Assistant Secretary] of PURCHASER, to the best of such person's knowledge, certifying and attaching true and complete copies of the resolutions of the [governing Board] of PURCHASER authorizing the execution and delivery of this Agreement and the transactions contemplated hereby and the performance of the obligations of PURCHASER hereunder; and, certifying the incumbency of the officers of PURCHASER executing this Agreement or any documents delivered hereunder; and
  - (ii) a certificate of an Authorized Officer of PURCHASER confirming, to the best of such person's knowledge, satisfaction of the conditions set forth herein this Agreement.
- (d) Closing Deliveries: PURCHASER shall have:
- (i) Paid the Purchase Price and other amounts to the Borough as described in this Agreement; and
  - (ii) delivered the documents and other items described in or required by this Agreement.
- (e) No Litigation: There shall not be any pending or, to the know ledge of PURCHASER, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either Party herein.
- (f) Regulatory Consents: PURCHASER shall have obtained the written, final and unappealable approvals, authorizations and consents (including consents for permit transfers) that are required to consummate the transactions contemplated by this Agreement, including, without limitation:
- (i) the approval of the New Jersey Board of Public Utilities, if applicable, of the matters required hereunder; and
  - (ii) the approval of every other regulatory agency of federal, state or local government that may be required in the opinion of either PURCHASER or the Borough.
- (g) Other Consents: PURCHASER shall have obtained any other approvals, authorizations and consents that are required to enable PURCHASER to consummate the transactions contemplated by this Agreement and to operate the Water and Sewer System.

## **TS.49 TERMINATION**

### **5.1. TERMINATION**

This Agreement may be terminated prior to the Closing Date only as follows and in each case only by written notice:

- (a) by the mutual written consent of the Borough and PURCHASER;
- (b) by either the Borough or PURCHASER, if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before one hundred eightieth (180) day after signing this agreement , subject to extension for any period, not exceeding an additional six (6) months, necessary to obtain any governmental approvals for the sale transaction or to satisfy any other condition precedent which is beyond the control of the Parties;



- (c) by either the Borough or PURCHASER, if a material breach of any covenant, warranty, representation, agreement or provision of this Agreement has been committed by the other Party and such breach has not been;
- (i) cured within thirty (30) days after the non-breaching Party gives written notice of said breach to the breaching Party; or
  - (ii) waived by the non-breaching Party;
- (d) by either the Borough or PURCHASER, if, on establishing that the New Jersey Board of Public Utilities has jurisdiction, the New Jersey Board of Public Utilities does not approve of any of the following matters:
- (i) the acquisition by purchase of the Assets of the Water and Sewer System;
  - (ii) the right of PURCHASER to offer, render, furnish, or supply water and sewer service to the public in the areas served by the Water and Sewer System and all other portions of the Borough except those described herein; and
  - (iii) any other material term of this Agreement including the right and obligation of PURCHASER to comply with the Borough's contracts and agreements consistent with this Agreement, provided, however, that consummation of the transactions contemplated by this Agreement is not conditioned upon the approval by the New Jersey Board of Public Utilities of the PURCHASER'S right to charge rates equal to those of the Borough or of the covenants set forth in this Agreement;
- (e) by PURCHASER, if any of the conditions in Section 4.1 of this Agreement:
- (i) have not been satisfied as of the Closing Date; or
  - (ii) have become impossible of fulfillment (other than through the failure of PURCHASER to comply with its obligations under this Agreement); and PURCHASER has not waived such condition on or before the Closing Date; and
- (f) by the Borough, if any of the conditions in Section 4.2 of this Agreement:
- (i) have not been satisfied as of the Closing Date; or
  - (ii) have become impossible of fulfillment (other than through the failure of the Borough to comply with its obligations under this Agreement); and the Borough has not waived such condition on or before the Closing Date.

## **5.2. EFFECT OF TERMINATION**

Each Party's right of termination under Section 5.1 of this Agreement is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 5.1 of this Agreement, all further obligations of the Parties under this Agreement will terminate, except that the obligations in this Agreement shall survive.

## **TS.50 ARTICLE 6 DAMNIFICATION**

### **6.1. DEFINITION OF DAMAGES**

For purposes of this Agreement, "Damages" means the aggregate amount of all damages, claims, losses, obligations, liabilities (including any governmental penalty, fines or punitive damages), deficiencies, interest, costs and expenses arising out of or relating to a matter and any actions, judgments, costs and expenses (including reasonable attorney's fees and all other expenses incurred in investigating, preparing, or defending any litigation or proceeding, commenced or threatened) incident to such matter or to the enforcement of this Agreement.



## **6.2. INDEMNIFICATION BY THE BOROUGH**

To the extent permitted by law, the Borough agrees to indemnify, defend and hold harmless PURCHASER, and its affiliates or subsidiaries, and their respective officers, directors and agents from and against any and all Damages arising solely out of or resulting solely from:

- (a) any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement made by the Borough in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to PURCHASER in connection with the transactions contemplated by this Agreement;
- (b) any and all liabilities of the Borough of any nature, (whether due or to become due, whether accrued, absolute, contingent or otherwise), existing prior to the Closing Date or arising out of any transaction entered into, any state of facts existing or any event occurring prior to the Closing Date, other than Assumed Liabilities;
- (c) the Retained Liabilities; and
- (d) the successful enforcement of this Section of this Agreement. The Borough's obligations under this Section of this Agreement shall be discharged, and all amounts Payable hereunder (including costs and fees in the defense of any litigation), shall be Paid to PURCHASER as they are incurred by PURCHASER.

## **6.3. INDEMNIFICATION BY PURCHASER**

PURCHASER agrees to indemnify, defend and hold harmless the Borough and its officials employees, and agents, Borough Solicitor, Administrator and Advisor on this project from and against any and all Damages arising out of or resulting from:

- (a) any misrepresentation, breach of warranty, or non-fulfillment of any covenant or agreement made by PURCHASER in this Agreement or in any Schedule, statement, certificate or other document furnished or to be furnished to the Borough in connection with the transactions contemplated by this Agreement;
- (b) the ownership, operation or use of the Assets or the Water and Sewer System on or after the Closing

Date, excepting only:

- (i) the Retained Liabilities; and
- (ii) liabilities resulting from breaches by the Borough of covenants, warranties, representations and agreements hereunder;
- (c) the Assumed Liabilities; and
- (d) the successful enforcement of this Section of this Agreement. PURCHASER'S obligations under this Section of this Agreement shall be discharged, and all amounts Payable hereunder (including costs and fees in the defense of any litigation), shall be Paid to the Borough as they are incurred by the Borough.

## **6.4. GENERAL INDEMNIFICATION PROVISIONS**

- (a) In the event that any claim or demand for which the PURCHASER or the Borough, as indemnitor (each, as applicable, the "Indemnifying Party") may be liable to the other (collectively, "Indemnified Person") pursuant to Section 6.2 or 6.3 hereof is asserted against or sought to be collected from an Indemnified Person by a third Party, the Indemnified Person shall promptly notify the Indemnifying Party of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and



demand) (the “Claim Notice”). The Indemnifying Party shall have thirty (30) days from the personal delivery or mailing of the Claim Notice (the “Claim Period”) to notify the Indemnified Person,

(i) whether or not the Indemnifying Party disputes its liability to the Indemnified Person hereunder with respect to such claim or demand, and

(ii) notwithstanding any such dispute, whether or not the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Person against such claim or demand.

(b) Pending the resolution of any dispute by the Indemnifying Party of its liability with respect to any claim or demand, such claim or demand shall not be settled without the prior written consent of the Indemnified Person and the Indemnifying Party.

(c) In the event that the Indemnifying Party notifies the Indemnified Person within the Notice Period that it desires to defend the Indemnified Person against such claim or demand then, except as hereinafter provided, the Indemnifying Party shall have the right to defend the Indemnified Person by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by the Indemnifying Party to a final conclusion in such a manner as to avoid any risk of any Indemnified Person becoming subject to liability for any other matter; provided, however, the Indemnifying Party shall not, without the prior written consent of the Indemnified Person, consent to the entry of any judgment against the Indemnified Person or enter into any settlement or compromise which does not include, as an unconditional term thereof, the giving by the claimant or plaintiff to the Indemnified Person of a release, in form and substance satisfactory to the Indemnified Person, as the case may be, from all liability in respect of such claim or litigation. If any Indemnified Person desires to Participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense. If, in the reasonable opinion of the Indemnified Person, any such claim or demand or the litigation or resolution of any such claim or demand involves an issue or matter which could have a Materially Adverse Effect on the business, operations, assets, properties or prospects of the Indemnified Person, including without limitation the administration of the tax returns and responsibilities under the tax laws of any Indemnified Person, then the Indemnified Person shall have the right to control the defense or settlement of any such claim or demand and its reasonable costs and expenses shall be included as Part of the indemnification obligation of the Indemnifying Party hereunder; provided, however, that the Indemnified Person shall not settle any such claim or demand without the prior written consent of the Indemnifying Party, which consent shall not be unreasonable withheld. If the Indemnified Person should elect to exercise such right, the Indemnifying Party shall have the right to participate in, but not control, the defense or settlement of such claim or demand at its sole cost and expense.

(d) If the Indemnifying Party elects not to defend the Indemnified Person against such claim or demand, whether by not giving the Indemnified Person timely notice as provided above or otherwise, then the amount of any such claim or demand, or if the same be defended by the Indemnifying Party or by the Indemnified Person (but the Indemnified Person shall not have any obligation to defend any such claim or demand), then that portion thereof as to which such defense is unsuccessful, in each case shall be conclusively deemed to be a liability of the Indemnifying Party hereunder.

(e) In the event any Indemnified Person should have a claim against an Indemnifying Party hereunder that does not involve a claim or demand being asserted against or sought to be collected from it by a third Party, the Indemnified Person shall promptly send a Claim Notice with respect to such claim to the Indemnifying Party.



## **6.5 LIMITATION ON DAMAGES**

Notwithstanding any other provision of this Agreement, in no event shall the Borough be liable or have any responsibility hereunder for any special, incidental, consequential, punitive or other indirect damages incurred or sustained by PURCHASER or any third Party.

## **TS.51 SURVIVAL**

### **7.1. SURVIVAL**

All covenants, warranties, representations and agreements made by the Parties in this Agreement or in any Schedule, document, statement or certificate furnished in connection with the transaction contemplated by this Agreement shall survive the Closing.

#### **7.2. Limitations on Survival**

- (a) The covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing for the periods of time specified in such Sections.
- (b) The covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing for a period of three (3) years.
- (c) Article 6 of this Agreement shall survive the Closing for the applicable periods of the indemnified covenants, warranties, representations and agreements as limited by this Article 7.
- (d) The covenants, warranties, representations and agreements that are not explicitly limited by Subsections (a) to (c), inclusive, of this Section 7.2 of this Agreement shall survive the Closing for a period of one (1) year.

### **7.3. COVENANTS BINDING ON SUCCESSORS**

The covenants in Sections 3.3(b), (e), (f), (g) and (h) of this Agreement and the performance of all obligations there under shall be binding on any owner, assignee, lessee or transferee of all or any Part of the Assets used to provide potable water and sewage service to the public in the Borough and PURCHASER shall include such covenants in any agreement which it enters into relating to a disposition of any portion of the Assets.

## **TS.52 MISCELLANEOUS**

### **8.1. SCHEDULES**

All Exhibits and Schedules annexed or referred to in this Agreement are hereby incorporated in and made a Part of this Agreement as if set forth in full herein. Schedules are made to the best of the Parties' knowledge as of the date of the Agreement. Prior to Closing, the Parties shall promptly deliver an amended or supplemented Schedule when any change in fact, condition or information requires an amendment or supplement to such Schedule.

### **8.2. ENTIRE AGREEMENT**

This Agreement, together with the Request for Bids and Contract Documents for Proposed Sale of Public Potable water & sanitary sewer systems dated July 28, 2010 (the "Contract Documents"), constitute the entire agreement between the Parties concerning the sale and purchase of the Assets, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof and thereof.

### **8.3. AMENDMENT**

This Agreement may be amended or modified only by a writing executed by all of the Parties.



BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

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#### **8.4. EXTENSION OR WAIVER OF PERFORMANCE**

Either the Borough or PURCHASER may extend the time for or waive the performance of any of the obligations of the other, waive any inaccuracies in the warranties or representations by the other, or waive compliance by the other with any of the covenants, conditions or agreements contained in this Agreement, provided that any such extension or waiver shall be in writing and signed by the waiving Party in the case of a waiver or by both the Borough and PURCHASER in the case of an extension.

#### **8.5. ASSIGNMENT OR DELEGATION - DISPOSITION OF ASSETS**

The Parties shall not assign, delegate or otherwise transfer any of their duties, rights or obligations under this Agreement without the prior written consent of the other Party. In addition, PURCHASER expressly agrees that it will not sell, lease or otherwise dispose of the Assets or any substantial portion thereof to any person or entity which is not qualified by experience to own and operate potable water and sanitary sewer facilities.

#### **8.6. SUCCESSORS AND ASSIGNS; BINDING EFFECT**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **8.7. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

#### **8.8. NOTICES**

All notices provided for in this Agreement shall be in writing, addressed to the Borough or PURCHASER, as the case may be, at the addresses set forth in this Paragraph and may be:

- (a) delivered in person;
- (b) sent by United States registered or certified mail, return receipt requested;
- (c) sent by Federal Express or any other nationally recognized overnight courier or delivery service from which a receipt may be obtained; or
- (d) sent by facsimile or telefax transmission during regular business hours (9:00 a.m. to 4:00 p.m., Monday-Friday, local time in the Borough, excluding holidays):

#### **TO THE BOROUGH:**

Borough Clerk  
Borough of High Bridge  
97 West Main Street  
High Bridge, NJ 08829  
Phone: 908-638-6455  
Fax: 908-638-9374

#### **WITH A COPY TO:**

Barry S. Goodman, Esq.  
Greenbaum, Rowe, Smith & Davis LLP  
Metro Corporate Campus One  
P.O. Box 5600  
Woodbridge, NJ 07095  
Tel: 732-476-2560  
Fax: 732-476-2561

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email: bgoodman@greenbaumlaw.com

**TO PURCHASER:**

Phone:

Fax:

With a copy to:

Phone:

Fax:

The Parties shall have the right to designate a new address for the receipt of notices by written notice to the other Party as provided in this Section 8.8 of this Agreement.

**8.9. CAPTIONS**

The headings and captions used with the subsections, sections and articles of this Agreement are for convenience or reference only and shall not be deemed to modify or limit the provisions of this Agreement.

**8.10. INCONSISTENCIES — OTHER RULES OF CONSTRUCTION**

In the event of any conflict or inconsistency between any provision of this Agreement and any other terms and conditions in the Contract Documents, the provisions of this Agreement shall control. If any provision of the Contract Documents is considered or deemed unclear or ambiguous, or otherwise requires interpretation, the same shall be construed and interpreted in the light most favorable to the Borough. Any reference to any federal, state, local or foreign statute shall be deemed to refer to all rules and regulations promulgated there under, unless the context requires otherwise. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include, without limitation, any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context may require.

**8.11. CUMULATIVE REMEDIES**

The remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.

**8.12. NO WAIVER**

No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy; nor shall it be construed as a waiver of or acquiescence in any such breach or default, or any similar breach or default occurring later; nor shall any waiver of a single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

**8.13. TIME OF THE ESSENCE**

Time is of the essence of this Agreement.

**8.14. JURISDICTION**

The Parties each irrevocably submit to the exclusive jurisdiction of the Court of Common Pleas for Camden County in the State of New Jersey. When the above-mentioned court may properly exercise jurisdiction over an action, suit or proceeding relating to this Agreement, the Parties agree not to commence or maintain any such action, suit or proceeding in a court or forum other than the above-mentioned court.

**8.15. THIRD PARTY BENEFICIARIES**

Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person other than the Parties, any rights or remedies under or by reason of this Agreement.



BOROUGH OF HIGH BRIDGE  
BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

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**8.16. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

**8.17. KNOWLEDGE**

As used in this Agreement, the term “knowledge” of the Borough including references to the “best knowledge” of the Borough shall mean and be limited to matters actually known to the Borough Manager or Water and Sewer Administrator.



BOROUGH OF HIGH BRIDGE  
 BID PACKAGE: SALE OF BOROUGH WATER SYSTEM  
 BID OPENING DATE: JUNE 14, 2017 AT 11:00 AM

**PAYMENT BOND ACCEPTABLE LANGUAGE**

New Jersey Statutory  
 PAYMENT BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ a corporation organized and existing under  
 the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey, as Surety,  
 are held and bound unto \_\_\_\_\_  
 as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ enter into a contract with \_\_\_\_\_  
 for \_\_\_\_\_

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said \_\_\_\_\_ shall pay all lawful claims of beneficiaries as defined by N.J.S.A:44-143 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 undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A:44-143 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 that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Principal

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Surety Attorney-in-Fact



**PERFORMANCE BOND ACCEPTABLE LANGUAGE**

New Jersey Statutory  
 PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ a corporation organized and existing under  
 the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of New Jersey, as Surety,  
 are held and bound unto \_\_\_\_\_  
 as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ enter into a contract with \_\_\_\_\_  
 for \_\_\_\_\_

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said \_\_\_\_\_

shall well and faithfully do and perform the things agreed by \_\_\_\_\_  
 to be done and performed according to the terms of said contract, then this obligation shall be null and 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 that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST

Witness		Principal
Witness		Surety Attorney-in-Fact



WHEREFORE, in consideration of the foregoing and intending to be legally bound by the terms herein, the Parties have caused this Agreement to be executed as set forth below:

**BOROUGH OF HIGH BRIDGE**

Attest: By: : Adam Young, Acting Clerk  
Mayor : Mark Desire  
Secretary : Adam Young, Acting Clerk

**PURCHASER:**

Attest: By:  
Secretary Title:

**1.3 LAND, EASEMENTS AND RIGHTS-OF-WAY**

Purchaser shall be required to do their due diligence and have a title search at the Hunterdon County Clerk's office completed. Any representation in this document are what is believed to be accurate but the Borough makes no guarantees or warranties to the accuracy of the information.

**1.4 EXCLUDED ASSETS**

All vehicles and equipment owned and operated by the Borough of High Bridge  
All office equipment  
All buildings located at the Public Works department  
Any building located on Borough property unless specifically identified.

**1.5 ASSUMED CONTRACTS**

QC Labs for water testing – year to year contract

**1.5 EXCLUDED CONTRACTS**

**1.6 THE BOROUGH'S PENDING LITIGATION OR PROCEEDINGS**

**1.7 CUSTOMER ADVANCES OR REFUNDS**

**2.1 PURCHASER'S PENDING LITIGATION OR PROCEEDINGS**

**3.1 PROJECTS IN PROGRESS**

N/A



## **EXHIBIT A**

### **SERVICE AREA & ASSETS OF HIGH BRIDGE WATER DEPT.**

#### **General:**

The service area included in this bid generally includes the lands designated as the Borough of High Bridge, with a small area of Clinton Township, Hunterdon County, New Jersey.

#### **Description:**

The service area is bounded as shown in the attached map entitled "Water Utility System Map for High Bridge Borough Water Dept." (consisting of 6 sheets) prepared by Studer and McEldowney, P.A., dated September 2003.

#### **Assets:**

- 1- 1 Million gal. water storage tank
- 1- 50 horse power submersible pump and motor
- 1 - Variable speed drive
- 1- Sodium hypochlorite pump (pumps against a 225lb. head pressure )
- 1- Carbon-air built Air Stripper
- 1- Onan 150KW generator (Cummins diesel with auto load bank) enclosed
- 1- 10 horse power submersible pump and motor
- 2- 7.5 horse power submersible pumps and motors
- 1- 5 horse power submersible pump and motor
- 151- fire hydrants (mostly Mueller Centurian)
- 1,450- Sensus water meters
- 25 Miles of water main (various sizes)
- Assorted rolls of copper tubing



Assorted brass fittings

Assorted hydrant parts

Assorted full circle clamps

Assorted 441 clamps

Assorted valve wrenches and tools

1- ZCorr leak location system

Assorted pipe location equipment

Assorted meter in stock along with gaskets and rebuild kits

1 – Ford test bench (single meter test)

2- Water main tapping machines and fittings

Assorted meter reading equipment

1- Control and chlorination building

1- Building housing the air stripper and reservoirs

1- Contol building

1- Chlorination building

1- Meter building

In Solitude Village:

1- 150,000 gallon water tank

2- Pumps in a pit



**LISTING OF HYDRANTS**

- 1 100-120 Washington Avenue High Bridge New Jersey Across From Firehouse NST Tisco Ave Washington Ave Hydrant In Service Unknown 3 Clockwise Brian Labuta[14 Fire] 4/7/2014 10:34:51 PM Brian Labuta[14 Fire] 4/7/2014 10:34:51 PM
- 2 4-6 Washington Avenue High Bridge New Jersey Shop E Road Shop E Hydrant In Service Unknown 3 Clockwise Brian Labuta[14 Fire] 4/7/2014 10:36:01 PM Brian Labuta[14 Fire] 4/7/2014 10:36:01 PM
- 3 13-23 Mine Road, High Bridge Hunterdon County New Jersey United States Mine Road Thomas Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/7/2014 10:38:23 PM Brian Labuta[14 Fire] 4/7/2014 10:39:01 PM
- 4 2 Seal Street High Bridge New Jersey Seal Street NST Mine Rd Dry Hydrant In Service Unknown 3 Counterclockwise Brian Labuta[14 Fire] 4/7/2014 10:40:03 PM Brian Labuta[14 Fire] 4/7/2014 10:43:24 PM
- 5 1-23 Church Street, High Bridge Hunterdon County New Jersey United States Church & Fairview NST Mill St Hydrant In Service Unknown Not Selected Counterclockwise Brian Labuta[14 Fire] 4/7/2014 10:41:45 PM Brian Labuta[14 Fire] 4/8/2014 1:31:39 PM
- 6 39 Church Street, High Bridge Hunterdon County New Jersey United States Church & Thomas NST Thomas St. Church Hydrant In Service Unknown 3 Counterclockwise Brian Labuta[14 Fire] 4/8/2014 1:27:48 AM Brian Labuta[14 Fire] 4/8/2014 1:28:09 AM
- 7 10 Arch Street High Bridge New Jersey United States Arch St NST Hydrant In Service Unknown 3 Counterclockwise Brian Labuta[14 Fire] 4/8/2014 1:07:50 PM Brian Labuta[14 Fire] 4/8/2014 1:07:50 PM
- 8 10 Arch Street High Bridge New Jersey 102 (2) 2.5 (1) 4.5 The Arches to Washington Ave Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 1:10:38 PM Rick Roll[14 Fire] 4/11/2014 9:06:13 PM
- 9 27 Arch Street High Bridge New Jersey 100 (2) 2.5 (1) 4.5 NST 650 GPM The arches & Washington Ave Hydrant In Service 500-999 GPM 3 Counterclockwise Brian Labuta[14 Fire] 4/8/2014 1:14:17 PM Rick Roll[14 Fire] 4/11/2014 9:07:05 PM
- 10 60 Baron Court, High Bridge Hunterdon County New Jersey 134 (2) 2.5 (1) 4.5 NST Located in Col-da-sac. Mark Drive Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 1:15:54 PM Rick Roll[14 Fire] 4/11/2014 8:20:49 PM



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- 11 20-24 Beavers Street, High Bridge Hunterdon County New Jersey United States Beaver St NST  
Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 1:19:20 PM Brian Labuta[14 Fire]  
4/9/2014 2:51:27 PM
- 12 49-53 Beavers Street, High Bridge Hunterdon County New Jersey United States Beaver St NST  
Hydrant In Service Unknown 3 Counterclockwise Brian Labuta[14 Fire] 4/8/2014 1:21:20 PM Brian Labuta[14  
Fire] 4/9/2014 2:50:08 PM
- 13 1 Berrywood Lane High Bridge New Jersey United States Berrywood Ln Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:23:56 PM Brian Labuta[14 Fire]  
4/8/2014 1:23:56 PM
- 14 5 Central Avenue High Bridge New Jersey United States Bridge St Not Selected In Service Unknown  
Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:26:52 PM Brian Labuta[14 Fire] 4/8/2014  
1:26:52 PM
- 15 23-29 Center Street High Bridge New Jersey United States Center St Not Selected In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:28:54 PM Brian Labuta[14 Fire]  
4/8/2014 1:28:54 PM
- 16 28 Church Street High Bridge New Jersey United States Church St Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:34:53 PM Brian Labuta[14 Fire] 4/8/2014 1:34:53  
PM
- 17 54-56 Church Street, High Bridge Hunterdon County New Jersey United States Church St Hydrant  
In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:36:52 PM Brian Labuta[14  
Fire] 4/8/2014 1:37:12 PM
- 18 83 Church Street High Bridge New Jersey United States Church St Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:39:27 PM Brian Labuta[14 Fire] 4/8/2014 1:39:27  
PM
- 19 1-25 Colonial Court, High Bridge Hunterdon County New Jersey United States Cokesbury Rd  
Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:41:44 PM Brian  
Labuta[14 Fire] 4/9/2014 5:51:55 PM
- 20 33 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant In  
Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:43:43 PM Brian Labuta[14  
Fire] 4/9/2014 3:40:09 PM
- 21 71 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant In  
Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:45:13 PM Brian Labuta[14  
Fire] 4/9/2014 3:39:06 PM



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- 22 132-140 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:47:18 PM Brian Labuta[14 Fire] 4/8/2014 1:55:02 PM
- 23 92-94 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:48:33 PM Brian Labuta[14 Fire] 4/9/2014 3:38:12 PM
- 24 131 Cregar Road High Bridge New Jersey United States Cregar Rd Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:50:06 PM Brian Labuta[14 Fire] 4/8/2014 1:50:06 PM
- 25 166 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 1:57:07 PM Brian Labuta[14 Fire] 4/9/2014 3:16:26 PM
- 26 88-98 Deer Run Drive High Bridge New Jersey 84 (2) 2.5 (1) 4.5 1060GPM Wilson Ave Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:01:24 PM Rick Roll[14 Fire] 4/11/2014 8:36:59 PM
- 27 1-3 Deer Run Drive High Bridge New Jersey 135 (2) 2.5 (1) 4.5 NST King Hill Road Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:01:55 PM Rick Roll[14 Fire] 4/11/2014 8:23:18 PM
- 28 16 Dewey Avenue High Bridge New Jersey 102 (2) 2.5 (1) 4.5 Located on a Hill Washington Ave. Not Selected In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:03:45 PM Rick Roll[14 Fire] 4/11/2014 9:10:11 PM
- 29 42-54 Dewey Avenue High Bridge New Jersey 103 (2) 2.5 (1) 4.5 580 GPM Manning to McArthur Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:04:43 PM Rick Roll[14 Fire] 4/11/2014 9:14:41 PM
- 30 60 Dewey Avenue High Bridge New Jersey 104 (2) 2.5 (1) 4.5 375 GPM. Fill site #9 Berrywood to Micheal Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:06:09 PM Rick Roll[14 Fire] 4/11/2014 9:16:34 PM
- 31 3-5 East Main Street High Bridge New Jersey 110 (2) 2.5 (1) 4.5 1060 GPM Washington Ave Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:11:11 PM Rick Roll[14 Fire] 4/18/2014 1:30:30 PM
- 32 18 East Main Street High Bridge New Jersey 111 (2) 2.5 (1) 4.5 1010 GPM Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:12:32 PM Rick Roll[14 Fire] 4/18/2014 1:32:33 PM



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- 33 32 East Main Street High Bridge New Jersey 112 (2) 2.5 (1) 4.5 1010 GPM Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:16:36 PM Rick Roll[14 Fire] 4/18/2014 1:52:31 PM
- 34 51 East Main Street High Bridge New Jersey 113 (2) 2.5 (1) 4.5 920 GPM Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014 2:17:55 PM Rick Roll[14 Fire] 4/18/2014 1:52:49 PM
- 35 75 East Main Street High Bridge New Jersey United States East Main St Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:19:23 PM Brian Labuta[14 Fire] 4/8/2014 2:19:23 PM
- 36 99 East Main Street High Bridge New Jersey United States East Main St Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:21:46 PM Brian Labuta[14 Fire] 4/8/2014 2:21:46 PM
- 37 120 East Main Street High Bridge New Jersey United States East Main St Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:23:31 PM Brian Labuta[14 Fire] 4/8/2014 2:23:31 PM
- 38 23-27 Maryland Avenue High Bridge New Jersey United States Elm St Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:26:12 PM Brian Labuta[14 Fire] 4/8/2014 2:26:12 PM
- 39 21 Fairview Avenue High Bridge New Jersey United States Fairview Ave Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:27:46 PM Brian Labuta[14 Fire] 4/8/2014 2:27:46 PM
- 40 17-77 County Road 513, High Bridge Hunterdon County New Jersey United States Fairview Ave Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:29:12 PM Brian Labuta[14 Fire] 4/9/2014 3:47:55 PM
- 41 83 Fairview Avenue High Bridge New Jersey United States Fairview Ave Iarrison Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:31:08 PM Brian Labuta[14 Fire] 4/8/2014 2:31:08 PM
- 42 1-27 Silverthorne Road, High Bridge Hunterdon County New Jersey United States Fairview Ave Silverthorn Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:32:28 PM Brian Labuta[14 Fire] 4/9/2014 3:46:22 PM
- 43 144-150 Fairview Avenue High Bridge New Jersey Fairview Ave Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:33:50 PM Brian Labuta[14 Fire] 4/8/2014 2:33:50 PM



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- 44 254 County Road 513 Glen Gardner New Jersey Voorhees HS Dry Hydrant In Service Unknown  
Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:36:22 PM Brian Labuta[14 Fire] 4/8/2014  
2:36:22 PM
- 45 201-205 High Bridge-Califon Road Glen Gardner New Jersey Voorhees State Park  
Lake/Pond/Similar In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:37:10  
PM Brian Labuta[14 Fire] 4/8/2014 2:37:10 PM
- 46 2-38 Super Fine High Bridge New Jersey Fine Rd Dry Hydrant In Service Unknown Not Selected  
Not Selected Brian Labuta[14 Fire] 4/8/2014 2:38:41 PM Brian Labuta[14 Fire] 4/8/2014 2:38:41 PM
- 47 13-25 Greenwich Drive, High Bridge Hunterdon County New Jersey 59 (2) 2.5 (1) 4.5 1010 GPM  
Greenwich & King Hill Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/8/2014  
2:40:35 PM Rick Roll[14 Fire] 4/11/2014 8:52:28 PM
- 48 35 Greenwich Drive High Bridge New Jersey United States Greenwich Dr Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 2:43:04 PM Brian Labuta[14 Fire]  
4/8/2014 2:43:04 PM
- 49 5 Chestnut Court High Bridge New Jersey Chestnut Ct Hydrant In Service Unknown Not Selected  
Not Selected Brian Labuta[14 Fire] 4/8/2014 2:52:19 PM Brian Labuta[14 Fire] 4/8/2014 2:52:19 PM
- 50 5 Chestnut Court High Bridge New Jersey Cokesbury Rd Silverthorn Hydrant In Service Unknown 2  
Not Selected Brian Labuta[14 Fire] 4/8/2014 2:59:26 PM Brian Labuta[14 Fire] 4/8/2014 2:59:26 PM
- 51 24-32 Silverthorne Road High Bridge New Jersey Cokesbury Rd Hydrant In Service Unknown 2 Not  
Selected Brian Labuta[14 Fire] 4/8/2014 3:00:27 PM Brian Labuta[14 Fire] 4/8/2014 3:00:27 PM
- 52 69 Church Street, High Bridge Hunterdon County New Jersey Church St Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 3:27:46 PM Brian Labuta[14 Fire]  
4/8/2014 3:27:46 PM
- 53 4 Church Street High Bridge New Jersey Church St Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/8/2014 5:32:16 PM Brian Labuta[14 Fire] 4/8/2014 5:32:48 PM
- 54 133-135 Cregar Road, High Bridge Hunterdon County New Jersey United States Cregar Rd Hydrant  
In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 6:15:14 PM Brian Labuta[14  
Fire] 4/8/2014 6:16:24 PM
- 55 70-98 Old Jericho Road High Bridge New Jersey Jerrico Rd Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/8/2014 6:22:16 PM Brian Labuta[14 Fire] 4/8/2014 6:22:16  
PM



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- 56 60 Van Syckles Road, Clinton Hunterdon County New Jersey Spruce Run Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 2:32:27 AM Brian Labuta[14 Fire]  
4/9/2014 2:32:27 AM
- 57 14-19 Hart Street High Bridge New Jersey Hart St Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 11:58:58 AM Brian Labuta[14 Fire] 4/9/2014 11:58:58 AM
- 58 17 High Court High Bridge New Jersey 86 (2) 2.5 (1) 4.5 580 GPM Deer Run Hydrant In Service 500-  
999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 12:02:12 PM Rick Roll[14 Fire] 4/11/2014 8:39:39  
PM
- 59 17 High Court High Bridge New Jersey High Ct Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:13:58 PM Brian Labuta[14 Fire] 4/9/2014 12:13:58 PM
- 60 14-19 Hart Street High Bridge New Jersey Hart St Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:13:58 PM Brian Labuta[14 Fire] 4/9/2014 12:13:58 PM
- 61 8 Highland Avenue High Bridge New Jersey United States Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:15:32 PM Brian Labuta [HIGH  
BRIDGE FIRE DEPT] 4/9/2014 12:15:32 PM
- 62 26 Highland Avenue High Bridge New Jersey United States Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:16:05 PM Brian Labuta [HIGH  
BRIDGE FIRE DEPT] 4/9/2014 12:16:05 PM
- 63 46 Highland Avenue High Bridge New Jersey United States Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:16:27 PM Brian Labuta [HIGH  
BRIDGE FIRE DEPT] 4/9/2014 12:16:27 PM
- 64 7 Hillcrest Lane, High Bridge Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:18:14 PM Brian  
Labuta[14 Fire] 4/9/2014 2:53:33 PM
- 65 16 Hillcrest Lane, High Bridge Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:18:45 PM Brian  
Labuta[14 Fire] 4/9/2014 3:07:26 PM
- 66 12 Hoffman Road High Bridge New Jersey United States Hydrant In Service Unknown Not Selected  
Not Selected Brian Labuta [HIGH BRIDGE FIRE DEPT] 4/9/2014 12:19:36 PM Brian Labuta [HIGH BRIDGE FIRE  
DEPT] 4/9/2014 12:19:36 PM
- 67 Indian Springs Lane High Bridge New Jersey Indian Spring Ln Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 12:21:20 PM Brian Labuta[14 Fire] 4/9/2014 12:21:20  
PM
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- 68 9 Jane Lane, High Bridge Hunterdon County New Jersey United States Jane Ln Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 12:22:51 PM Brian Labuta[14 Fire]  
4/9/2014 3:03:27 PM
- 69 2 Jersey Street High Bridge New Jersey Jersey St Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:24:09 PM Brian Labuta[14 Fire] 4/9/2014 12:24:09 PM
- 70 7 Mac Arthur Street High Bridge New Jersey 108 (2) 2.5 (1) 4.5 450 GPM Dewey to Patton Hydrant In  
Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 12:28:56 PM Rick Roll[14 Fire] 4/11/2014  
9:24:50 PM
- 71 42 Center Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:33:05 PM Brian Labuta[14 Fire] 4/9/2014 12:33:05 PM
- 72 Van Syckle Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:33:47 PM Brian Labuta[14 Fire] 4/9/2014 12:33:47 PM
- 73 78-80 Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:35:21 PM Brian Labuta[14 Fire] 4/9/2014 12:35:21 PM
- 74 38-64 County Road 513 High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:38:50 PM Brian Labuta[14 Fire] 4/9/2014 12:38:50 PM
- 75 42 Center Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:39:58 PM Brian Labuta[14 Fire] 4/9/2014 12:39:58 PM
- 76 30 Mark Drive High Bridge New Jersey 133 (2) 2.5 (1) 4.5 NST Hard to open KingHill Hydrant In Service  
1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 12:42:29 PM Rick Roll[14 Fire] 4/11/2014  
8:17:04 PM
- 77 44 Mark Drive High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:43:32 PM Brian Labuta[14 Fire] 4/9/2014 12:43:32 PM
- 78 3 Michael Lane, Annandale Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 12:45:00 PM Brian Labuta[14 Fire]  
4/13/2014 1:59:07 PM
- 79 2 Michael Lane High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:45:35 PM Brian Labuta[14 Fire] 4/9/2014 12:45:35 PM
- 80 39 Mill Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:47:05 PM Brian Labuta[14 Fire] 4/9/2014 12:47:05 PM



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- 81 22-40 Mill Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 12:47:54 PM Brian Labuta[14 Fire] 4/9/2014 12:47:54 PM
- 82 61 Mine Road, High Bridge Hunterdon County New Jersey Hydrant In Service Unknown 2 Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:50:28 PM Brian Labuta[14 Fire] 4/9/2014 3:56:22 PM
- 83 101-107 Mine Road High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:51:18 PM Brian Labuta[14 Fire] 4/9/2014 12:51:18 PM
- 84 123 Mine Road, High Bridge Hunterdon County New Jersey Hydrant In Service Unknown 2 Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:52:17 PM Brian Labuta[14 Fire] 4/9/2014 4:01:24 PM
- 85 2-98 Nassau Road High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 12:53:20 PM Brian Labuta[14 Fire] 4/9/2014 12:53:20 PM
- 86 15 Overlook Drive High Bridge New Jersey 131 (2) 2.5 (1) 4.5 NST Hydrant leans backwards, doesn't  
drain properly. Village Square Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire]  
4/9/2014 12:56:50 PM Rick Roll[14 Fire] 4/11/2014 8:11:17 PM
- 87 20 Patton Street, High Bridge Hunterdon County New Jersey United States 106 (2) 2.5 (1) 4.5 340 GPM  
Dewey & McArthur Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 12:58:02  
PM Brian Labuta[14 Fire] 4/13/2014 1:56:18 PM
- 88 8-10 Patton Street, High Bridge Hunterdon County New Jersey United States 105 (2) 2.5 (1) 4.5 410  
GPM Dewey Ave & McArthur Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014  
12:58:46 PM Brian Labuta[14 Fire] 4/13/2014 1:57:15 PM
- 89 11-13 Pleasant Road High Bridge New Jersey 85 (2) 2.5 (1) 4.5 1060 GPM Pleasant Rd & Squire Lane  
Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 12:59:50 PM Rick Roll[14  
Fire] 4/11/2014 8:44:52 PM
- 90 2 Ridge Road High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 1:01:00 PM Brian Labuta[14 Fire] 4/9/2014 1:01:00 PM
- 91 6 Lake Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 1:01:35 PM Brian Labuta[14 Fire] 4/9/2014 1:01:35 PM
- 92 13-95 River Road, High Bridge Hunterdon County New Jersey 139 (2) 2.5 (1) 4.5 Behind Guardrail  
Watergate Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 1:02:19 PM Rick  
Roll[14 Fire] 4/11/2014 8:35:05 PM
- 93 14 Stillwell Road High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 1:06:05 PM Brian Labuta[14 Fire] 4/9/2014 1:06:05 PM



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- 94 12 Sunset Drive, High Bridge Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:07:55 PM Brian Labuta[14 Fire]  
4/9/2014 3:05:32 PM
- 95 25-33 Sunset Drive, High Bridge Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:08:47 PM Brian Labuta[14 Fire]  
4/9/2014 3:04:15 PM
- 96 11 Sycamore Court High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:10:13 PM Brian Labuta[14 Fire] 4/9/2014 1:10:13 PM
- 97 24-26 Sylvan Road High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:16:00 PM Brian Labuta[14 Fire] 4/9/2014 1:16:00 PM
- 98 6 Taylor Street, High Bridge Hunterdon County New Jersey United States Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:17:13 PM Brian Labuta[14 Fire]  
4/9/2014 3:53:23 PM
- 99 42 Taylor Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected  
Brian Labuta[14 Fire] 4/9/2014 1:18:16 PM Brian Labuta[14 Fire] 4/9/2014 1:18:16 PM
- 100 17 Thomas Street High Bridge New Jersey
- 101 57 Thomas Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:20:02 PM Brian Labuta[14 Fire] 4/9/2014 1:20:02 PM
- 102 44-46 Thomas Street, High Bridge Hunterdon County New Jersey United States Hydrant In  
Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:20:23 PM Brian Labuta[14  
Fire] 3/26/2015 12:50:42 PM
- 103 5 Timbercroft Road High Bridge New Jersey 137 (2) 2.5 (1) 4.5 Watergate Hydrant In Service 500-  
999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 1:21:50 PM Rick Roll[14 Fire] 4/11/2014 8:30:21 PM
- 104 18 Tisco Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:22:57 PM Brian Labuta[14 Fire] 4/9/2014 1:22:57 PM
- 105 30 Tisco Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:23:31 PM Brian Labuta[14 Fire] 4/9/2014 1:23:31 PM
- 106 4 Union Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not  
Selected Brian Labuta[14 Fire] 4/9/2014 1:24:44 PM Brian Labuta[14 Fire] 4/9/2014 1:24:44 PM



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- 107 19 Watergate Drive High Bridge New Jersey 128 (2) 2.5 (1) 4.5 NST Opens Hard Wilson Ave Hydrant In Service < 500 GPM 3 Clockwise Brian Labuta[14 Fire] 4/9/2014 1:29:45 PM Rick Roll[14 Fire] 4/11/2014 1:50:22 PM
- 108 3-5 Watergate Drive, High Bridge Hunterdon County New Jersey 138 (2) 2.5 (1) 4.5 Located on a hill River Road Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 1:30:26 PM Rick Roll[14 Fire] 4/11/2014 8:33:05 PM
- 109 7 West Main Street, High Bridge Hunterdon County New Jersey United States Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:31:36 PM Brian Labuta[14 Fire] 4/9/2014 3:14:45 PM
- 110 16-18 West Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:32:07 PM Brian Labuta[14 Fire] 4/9/2014 1:32:07 PM
- 111 99 West Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:32:49 PM Brian Labuta[14 Fire] 4/9/2014 1:32:49 PM
- 112 53-57 West Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:33:29 PM Brian Labuta[14 Fire] 4/9/2014 1:33:29 PM
- 113 100-104 West Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:34:24 PM Brian Labuta[14 Fire] 4/9/2014 1:34:24 PM
- 114 137-141 West Main Street, High Bridge Hunterdon County New Jersey United States Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:35:02 PM Brian Labuta[14 Fire] 4/9/2014 2:44:08 PM
- 115 155 West Main Street, High Bridge Hunterdon County New Jersey United States Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:35:58 PM Brian Labuta[14 Fire] 4/9/2014 2:41:32 PM
- 116 167 Fairview Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:37:26 PM Brian Labuta[14 Fire] 4/9/2014 1:37:26 PM
- 117 2-6 Northwood Avenue High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:51:57 PM Brian Labuta[14 Fire] 4/9/2014 1:51:57 PM
- 118 2-6 Northwood Avenue High Bridge New Jersey 129 (2) 2.5 (1) 4.5 NST Hard to see, Its low and under pine tree's. Watergate Drive Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 1:53:55 PM Rick Roll[14 Fire] 4/11/2014 8:05:51 PM



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- 119 11-13 Northwood Avenue High Bridge New Jersey 130 (2) 2.5 (1) 4.5 NST Overlook & Northwood Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 1:54:50 PM Rick Roll[14 Fire] 4/11/2014 8:08:26 PM
- 120 2 Greenwich Drive High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 1:56:49 PM Brian Labuta[14 Fire] 4/9/2014 1:56:49 PM
- 121 43 Mark Drive High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 2:02:45 PM Brian Labuta[14 Fire] 4/9/2014 2:02:45 PM
- 122 13 Village Square High Bridge New Jersey 136 (2) 2.5 (1) 4.5 NST 1090 GPM King Hill Hydrant In Service 1000-1499 GPM 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 2:08:53 PM Rick Roll[14 Fire] 4/11/2014 8:28:03 PM
- 123 99 Grayrock Road Clinton New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 2:36:13 PM Brian Labuta[14 Fire] 4/9/2014 2:36:13 PM
- 124 130-132 West Main Street High Bridge New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/9/2014 2:43:15 PM Brian Labuta[14 Fire] 4/9/2014 2:43:15 PM
- 125 74 Beavers Street High Bridge New Jersey Hydrant In Service Unknown 2 Not Selected Brian Labuta[14 Fire] 4/9/2014 2:48:53 PM Brian Labuta[14 Fire] 4/9/2014 2:48:53 PM
- 126 44 Valley View Road, High Bridge Hunterdon County New Jersey United States Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 2:58:45 PM Brian Labuta[14 Fire] 4/9/2014 2:59:33 PM
- 127 3 Woodglen Drive High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:13:48 PM Brian Labuta[14 Fire] 4/9/2014 3:13:48 PM
- 128 98 Robin Lane High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:22:27 PM Brian Labuta[14 Fire] 4/9/2014 3:22:27 PM
- 129 98 Robin Lane High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:25:33 PM Brian Labuta[14 Fire] 4/9/2014 3:25:33 PM
- 130 7-9 Woodland Terrace High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:27:26 PM Brian Labuta[14 Fire] 4/9/2014 3:27:26 PM
- 131 1-31 Woodland Terrace High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:30:26 PM Brian Labuta[14 Fire] 4/9/2014 3:30:26 PM
- 132 1-31 Woodland Terrace High Bridge New Jersey Hydrant In Service Unknown 3 Not Selected Brian Labuta[14 Fire] 4/9/2014 3:38:26 PM Brian Labuta[14 Fire] 4/9/2014 3:38:26 PM
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- 133 100-108 Hillside Terrace, Califon Hunterdon County New Jersey Dry Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/10/2014 6:04:46 PM Brian Labuta[14 Fire]  
4/10/2014 6:04:46 PM
- 134 142-146 Anthony Road, Glen Gardner Hunterdon County New Jersey Dry Hydrant In Service  
Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/10/2014 6:07:13 PM Brian Labuta[14 Fire]  
4/10/2014 6:07:13 PM
- 135 35-65 County Road 513, High Bridge Hunterdon County New Jersey United States Hydrant In  
Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/10/2014 11:48:39 PM Brian Labuta[14  
Fire] 4/10/2014 11:49:00 PM
- 136 19 Wharton Way, High Bridge Hunterdon County New Jersey Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/11/2014 5:19:12 PM Brian Labuta[14 Fire] 4/11/2014 5:19:12  
PM
- 137 99 Manning Court, High Bridge Hunterdon County New Jersey Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/11/2014 5:20:30 PM Brian Labuta[14 Fire] 4/11/2014 5:20:30  
PM
- 138 183 East Main Street, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:42:22 PM Brian Labuta[14 Fire] 4/13/2014 1:42:22  
PM
- 139 168 East Main Street, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:43:58 PM Brian Labuta[14 Fire] 4/13/2014 1:43:58  
PM
- 140 6-8 Round Top Drive, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:45:10 PM Brian Labuta[14 Fire] 4/13/2014 1:45:10  
PM
- 141 10 Round Top Drive, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:45:53 PM Brian Labuta[14 Fire] 4/13/2014 1:45:53  
PM
- 142 21-27 Round Top Drive, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:46:49 PM Brian Labuta[14 Fire] 4/13/2014 1:46:49  
PM
- 143 170 East Main Street, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not  
Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:47:47 PM Brian Labuta[14 Fire] 4/13/2014 1:47:47  
PM
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- 144 2-4 Weimer Road, Annandale Clinton Hunterdon County Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/13/2014 1:48:27 PM Brian Labuta[14 Fire] 4/13/2014 1:48:27 PM
- 145 72-98 Weimer Road, Annandale Clinton Hunterdon County Hydrant In Service Unknown 2 Not Selected Brian Labuta[14 Fire] 4/13/2014 1:49:37 PM Brian Labuta[14 Fire] 4/13/2014 1:49:37 PM
- 146 31 Mac Arthur Street, High Bridge Hunterdon County New Jersey 107 (2) 2.5 (1) 4.5 Dewey Ave & Patton Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/13/2014 1:55:15 PM Rick Roll[14 Fire] 4/18/2014 1:26:26 PM
- 147 168 East Main Street, Annandale Clinton Hunterdon County New Jersey Hydrant In Service Unknown Not Selected Not Selected Brian Labuta[14 Fire] 4/14/2014 5:10:43 PM Brian Labuta[14 Fire] 4/14/2014 5:11:00 PM
- 148 122-140 Washington Avenue High Bridge New Jersey Custom Alloy 4 2 (2.5") 1 (4.5") NST Located near the Admin building in the parking lot. Hydrant In Service 500-999 GPM 3 Not Selected Brian Labuta[14 Fire] 4/16/2014 1:31:07 PM Rick Roll[14 Fire] 4/17/2015 4:34:06 PM
- 149 122-140 Washington Avenue High Bridge New Jersey Custom Alloy 2 2 (2.5") 1 (4.5") NST Near the end of Bay 1 Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/16/2014 1:35:16 PM Rick Roll[14 Fire] 4/17/2015 4:31:58 PM
- 150 122-140 Washington Avenue High Bridge New Jersey Custom Alloy 1 2 (2.5") 1 (4.5") NST located just past water tower on right side. Hydrant In Service < 500 GPM 3 Not Selected Brian Labuta[14 Fire] 4/16/2014 1:37:17 PM Rick Roll[14 Fire] 4/17/2015 4:30:14 PM
- 151 35-59 Washington Avenue High Bridge New Jersey Custom Alloy 3 2 (2.5") 1 (4.5") NST



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**EXHIBIT B**

High Bridge Borough – Related attachments – see attached.