RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No 2014-116

Council Meeting Date: 03-10-2014 Date Adopted: 03-10-2014

TITLE: RESOLUTION APPROVING PURCHASE ORDER #48234 FOR JWC ENVIRONMENTAL, FOR WASTE WATER TREATMENT PLANT EQUIPMENT, IN THE AMOUNT NOT TO EXCEED $16,849.00, SOLE SOURCE PROVIDER

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve purchase as follows:

- Purchase Order Number - 48234
- Capital - 15—265-930-3-40040
- Amount - $ 16,849.00

Said purchase order is made and approved in the form as attached hereto and made a part thereof. Funds for said purchase order are certified available from Current Budgeted Appropriations.

APPROVED, this 10th day of March, 2014.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO			X	
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 10th day of March, 2014.

Wendi B. Barry, Borough Clerk

BOROUGH OF NEW PROVIDENCE PURCHASE ORDER

48234

360 ELKWOOD AVE

NEW PROVIDENCE, NJ 07974-1838

www.newprov.org

WWTP-880

JWCENV

DATE	2/28/2014
PAGE NO.	1
CHECK NO.	
TAX EXEMPT NO. 22-6002132	

SIGN & RETURN TO ADDRESS ABOVE

VENDOR	SHIP TO
JWC ENVIRONMENTAL 2600 SOUTH GARNSEY SANTA ANA, CA 92707 Attn: ATTN: JERRY WITHEY	WWTP 10 PARK PLACE NEW PROVIDENCE, NJ 07974

SPECIAL INSTRUCTIONS

BRC: 0105114

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Replacement channel monster for influent coming into wastewater plant. Sole supplier see attached memo 15--265-930-3-40040	1	16,849.00	16,849.00
	NO ORDER VALID UNLESS SIGNED BELOW	TOTAL →		16,849.00

PURCHASING AGENT

CERTIFICATION OF AVAILABLE FUNDS

FINANCE DEPARTMENT

DEPARTMENT HEAD CERTIFICATION

I certify that the materials and supplies have been received or the services rendered.

AUTHORIZED SIGNATURE DATE

APPROVAL FOR PAYMENT

COUNCIL MEMBER DATE

ADMINISTRATOR DATE

VENDOR CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

TITLE DATE

VENDOR SOCIAL SECURITY NO. OR TAX I.D. NO.

VOUCHER - SIGN AT (X) AND RETURN FOR PAYMENT *(SEE CONDITIONS ON REVERSE SIDE)*

BOROUGH OF
NEW PROVIDENCE
SETTLED IN 1720

To: Mayor, Council and Douglas Marvin, Borough Administrator

From: Anthony Carnevale Jr., Supervisor, Wastewater Operations ac

Re: Channel Monster #2 (Grinder) - Exchange

Date: February 25, 2014

I am requesting that Mayor and Council pass a resolution in the amount of $16,849.00 for the replacement of Channel Monster #2 with a reconditioned Channel Monster from JWC Environmental. I offer you the following information pertaining to this matter:

The wastewater treatment plants head works consist of two (2) Channel Monsters (grinders) located in our influent (incoming wastewater) wet well located on the 3rd floor of the pumping building. One grinder is always running and when flows increase both grinders are in operation 24/7. These units perform a very important function in our process and are workhorses. With time and age the grinders cutting teeth begin to wear and become dull and the unit begins to produce partially cut debris that can cause clogs in check valves, pumps and filter arms and also creates what we call tails. Tails are partially cut debris that intertwines forming almost a rope like object that can be become very long in length and are challenging to remove from equipment.

The Boroughs current Channel Monsters are manufactured by JWC Environmental who offers an exchange program which allows you to obtain a reconditioned grinder in exchange for your current older grinder. This program is only available through JWC Environmental for exchanging JWC

Channel Monsters. Purchasing a reconditioned unit versus a brand new grinder will save the Borough approximately $19,000.00 dollars.

The Borough used this program last year to replace Channel Monster # 1 which was purchased in 2005 and my plan was to replace Channel Monster #2 this year as this unit was purchased in 2007. To purchase a new Channel Monster the cost is about $36,000.00 and the cost to do an exchange is $16,849.00. Our department will perform the install and start-up of this unit which will save the Borough additional money. Funds for this purchase were allotted and are available in Wastewater Capital account # 15-265-930-3-40040.

Any questions regarding this matter please contact me anytime.

Southeast Service Center
4485 Commerce Dr. Suite 109
Buford, GA 30518-3473
Tel: (770) 271-2106
(800 331-8783
Fax: (770) 925-9406
E-mail: jwce@jwce.com
Web: www.jwce.com

JWC Environmental®

Date: 7/23/13

To: Anthony Carnevale
New Providence

From: Rick LeShane
JWCE, LLC.

Subject: Sole Source for Muffin Monster Parts

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

Please feel free to contact me at 800-331-8783 if we can provide any additional information

Southeast Service Center
4485 Commerce Dr. Suite 109
Buford, GA 30518-3473
Phone: (770) 271-2106
(800) 331-8783
Fax: (770) 925-9406

Customer:

New Providence Wastewater
Tony Carnevale
732-501-2789

Quote #: B0194
Quote Date: 2/27/2014
Terms: Net 30 Days
Pricing: Valid 60 Days
Freight Terms: FOB Santa Ana,Ca.

Item #	Description	Qty	Unit Price	Extended Price	Delivery
1	**Muffin Monster Model:** CMD2410-XDS2.0 **Service Program:** Exchange **Grinder SN:** 104240-1-1 **Cutters:** 1:1, 11 Cam, 8620 STL **Seals:** Buna Elastomers **Drum Type:** Coil **Frame/Guide Plate:** No **Paint** Epoxy Hunter Green *Please verify serial # and model # are correct* ***Round Trip Freight Included***	1	$16,849.00 **Total**	$16,849.00 **$16,849.00**	4 to 6 Weeks ARO

Explanation of Service Progams:

1. **Exchange Program:** To minimize machine down time, Muffin Monster owners can order a factory reconditioned cutter cartridge in exchange for your unit requiring reconditioning.Once you receive your Exchange send the old grinder back to one of our Service Center within 30 days to activate your Warranty.
2. **Repair Program:** You can elect to send your grinder to one of our Service Centers and we will Repair your grinder. First, call once of our Service Centers and we will send you a RMA # to coordinate sending in the grinder for Repair. Second, once we receive your grinder we will disassmble the grinder to evaluate its condition. Third, we will send you a Repair Quote and upon receiving a Purchase Order we will complete the Repairs.
3. **New Cutter Cartridge:** We can replace your Muffin Monster with an identical grinder using all new parts.
4. **Parts:** You can elect to replace parts on your Muffin Monster. Your manual will reference all Part #.
5. These programs and prices do not include Controller, Motor, Reducer, Spool, Flanges, Unibody, Clean Out Combs, Extended Spool, Stainless steel cutters and or parts, Tax or Installation unless otherwise stated.
6. Please note there will be a 20% restocking fee on all returned items.
7. JWCE's standard one year warranty included except for older models i.e. GTS, MS and SPF models.
8. Please send a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address,tax exemptetion certificate.

Thank-You for your Business!

JWC Environmental LLC
Rick LeShane
Customer Service

TERMS AND CONDITIONS OF SALE – SERVICE AGREEMENT

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the Products) and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, the attached agreement or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants the Product identified in the attached Service Agreement during the term specified in the agreement, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

JWC ENVIRONMENTAL

TERMS AND CONDITIONS OF SALE – SERVICE AGREEMENT
(continued)

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.