

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

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

WITNESSETH

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

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

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

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

WHEREAS, the Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C Exempt Compost Operation and the Recycling Convenience Center" dated July 2008 (the "Request for Proposal") annexed hereto as **Exhibit "A"**; and

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

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

WHEREAS, by Resolution ~~#228-08~~⁴ adopted September 23⁴, 2008, the Township Council of the Township authorized a contract to be awarded to Reliable for the management, operation, and maintenance services in accordance with the Township's Request for Proposal;

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Jo Anne Behar
Joanne Behar, Deputy Municipal Clerk

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

WITNESS:

RELIABLE WOOD PRODUCTS, LLC

Eugene J. Ciarkowski
Eugene J. Ciarkowski

By: Nicholas Vene
Nicholas Vene, Managing Member

RESOLUTION

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

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

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

WHEREAS, the Township desires the services of a firm to operate the Recycling Center for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Recycling Convenience Center for mixed paper, cardboard, and commingled containers; and

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that a contract be awarded to Reliable Wood Products, LLC of One Caven Point Road, Jersey City, New Jersey 07305 to provide services in accordance

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