

**AMENDMENT AND RELEASE AGREEMENT
CONCERNING MANAGEMENT, OPERATION AND
MAINTENANCE FOR THE WEST ORANGE RECYCLING
CENTER AND COMPOSTING FACILITY**

This Amendment to the Agreement for the Management, Operation, and Maintenance services for the West Orange Recycling Center and Compost Facility (the "Facility") is made by and between the Township of West Orange, located at the Municipal Building, 66 Main Street, West Orange, New Jersey 07052 (the "Township") and Reliable Wood Products, LLC, located at 398 Lincoln Boulevard, Middlesex, New Jersey 08846 ("Reliable"). This Amendment is effective August 31, 2016.

WITNESSETH

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

WHEREAS, on or about May, 2014, the Township and Reliable entered into a certain agreement whereby Reliable was authorized to manage, operate, and maintain the Facility for a period of three years with two one year options; and

WHEREAS, on October 29, 2011, an extraordinary, Noreastern snow weather event occurred which created an extraordinary condition in the Township whereby a vastly larger surplus of materials were transported to the facility for processing by Reliable; and

WHEREAS, in October 2012, Superstorm Sandy hit the Township of West Orange which created an emergent, unanticipated and extraordinary condition whereby substantial additional materials were transported to the Facility; and

WHEREAS, Reliable submitted invoices for the 2011 weather event totaling \$388,500 concerning the influx of the additional materials caused by the storm; and

WHEREAS, Reliable asserts that the extraordinary expenses incurred by the Township after Superstorm Sandy exceeded \$250,000; and

WHEREAS, the Township was unable to satisfy the additional invoices and unable to recoup this money from FEMA due to the fact that the Township would have to pay the invoices and then submit them for possible partial reimbursement of the total amounts incurred; and

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WHEREAS, Reliable has asserted claims against the Township with regard to these unpaid invoices and services which Reliable asserts are extraordinary and unanticipated; and

WHEREAS, the Township has the right to exercise two additional one-year options;

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

1. Exercise of Two Additional One Year Periods – The term of the Agreement is hereby extended until September 30, 2018.

2. Rent – Rental payments for the period October 1, 2016 through September 30, 2018 shall be waived in full satisfaction of all claims by and between the parties including, but not limited to the Reliable claims with regard to Irene and Sandy.

3. Release – Reliable hereby releases the Township from any and all claims for the beginning of time until the present concerning any and all issues which may or may not exist between the parties. This constitutes a full and complete release.

4. Escrows/Third Party Expenses – No later than August 15, 2016, Reliable shall replenish all escrows and advances required and shall continue to timely satisfy all such obligations throughout the duration of this Agreement and any extensions thereto.

5. Other Provisions – This Agreement is subject to all other terms and conditions contained in the 2014 Agreement as well as the July, 2013 requests for proposals and all other Agreements which continue in full force and affect. Unless a term contained herein contradicts with any prior Agreement, such term shall remain in full force and affect.

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

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

RELIABLE WOOD PRODUCTS, LLC



By: 
