

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

This Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center (the “Facility”) is made by and between the Township of West Orange located at the Municipal Building, 66 Main Street, West Orange, New Jersey (herein “Township”) and Natures Choice NJ, LLC located at 1106 Millstone River Road, Hillsborough, New Jersey 08844 (“NCNJ”).

WITNESSETH

WHEREAS, the Township is the owner of 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, (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 has sought 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 “Request for Proposal for Operation of the Township of West Orange Recycling Center” dated December 21, 2023; and

WHEREAS, on January 11, 2024, the Township was advised that the Request for Proposal included a discrepancy as to the requirements for a performance bond for the operation of the recycling center that required revision and correction; and

WHEREAS, on January 19, 2024, the Township issued a revised Request for Proposal (the “RFP”), annexed hereto as Exhibit “A;” and

WHEREAS, on February 7, 2024, the Township received a response to the RFP from NCNJ (the “Proposal”), annexed hereto as Exhibit “B.”

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. NCNJ hereby covenants and agrees to perform the Operation of the Township of West Orange Recycling Center consistent with the terms, conditions, and the scope of services as set forth in the RFP and the Proposal.

2. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

3. The NCNJ acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the NCNJ agrees to comply with and be bound by the terms thereof.

4. Neither this Agreement nor the monies to become due hereunder are assignable.

5. The acceptance of payment by the NCNJ shall constitute a release of any claims or liabilities of any nature whatsoever, if any, owing to the NCNJ from the Township, its agents, servants and employees.

6. NCNJ agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with the within Agreement.

7. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Municipal Clerk

By: _____
Susan McCartney, Mayor

WITNESS:

NATURES CHOICE NJ, LLC

By:_____

(printed name)_____

Title:_____