

**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 Carnevale, Municipal Clerk

By: _____
Susan McCartney, Mayor

WITNESS:

Matthew Vastano

Matthew Vastano

NATURES CHOICE NJ, LLC

By: X STLC

(printed name) Steven R. Carn

Title: PRESIDENT CEO

Performance and Payment Bond

Bond No: 873626

KNOW ALL MEN BY THESE PRESENTS, that we, Reliable Wood Products, LLC, 1 Caven Point Ave., Jersey City, NJ 07305, the principal, and Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are held and firmly bound unto the Township of West Orange, 25 Lakeside Ave., West Orange, NJ 07052, the Oblige, in the penal sum Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for the Operation of the Township of West Orange Recycling Center, the above mentioned Oblige, dated the 1st day of October, 2013, which contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, including payment for all labor and materials for the purpose of performing said Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning July 31, 2023 and ending September 30, 2024.
2. If there is no breach or default on the part of the Oblige, then the Surety's performance and payment obligation under the bond shall arise after:
 - a. The Oblige has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Oblige, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Oblige's right, if any subsequently to declare a Principal default;
 - b. The Oblige has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Oblige has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Oblige.
 - d. Notwithstanding the foregoing, Surety shall have the option to complete the Contract in accordance with its terms.
3. The Oblige shall notify the Surety immediately of any change orders approved by the Oblige, any changes to the scope of work or to the duration of the Contract, or any increases to the Contract price.
4. The Oblige shall immediately notify the Surety of any liens, levies, attested accounts, or other claims against the Principal of which the Oblige has actual or constructive notice, and no sums paid by the Oblige on account of such liens, levies attested accounts, or other claims without consent of Surety shall reduce the balance of the Contract price.
5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
6. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
7. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Oblige recoverable under this bond.
8. In no event shall the liability of the Surety, whether for payment or performance, hereunder exceed the penal sum hereof.

Signed, sealed and executed this 31st day of July, 2023.

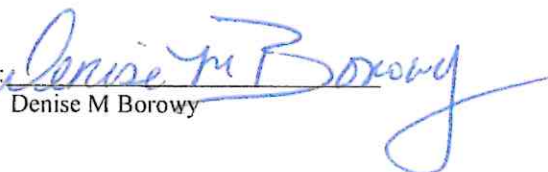
Reliable Wood Products, LLC
Principal

By: 
Steven R. Carr President

Witness: 
Matthew Vastano

Evergreen National Indemnity Company
Surety

By: 
Julie K Bowers, Attorney-In-Fact

Witness: 
Denise M Borowy

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. **873626**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers
Notary Public
in and for the State of Ohio
My Commission Expires
August 13, 2024

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 31st day of July, 2023.


Wan C. Collier, Secretary



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **12750**

THIS IS TO CERTIFY THAT THE **EVERGREEN NATIONAL INDEMNITY COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines**
- 11 - Other Liability**
- 13 - Fidelity and Surety**
- 16 - Glass**
- 05 - Inland Marine**
- 07 - Automobile Liability Bodily Injury**
- 08 - Automobile Liability Property Damage**
- 09 - Automobile Physical Damage**



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE



Evergreen National Indemnity Company

Certificate

2022

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	37,465,662
Reinsurance Assumed	2,510,439
Reinsurance Ceded	(23,071,703)
Net Written Premium	16,904,398
Change in Unearned	(87,859)
Net Earned Premium	16,816,539
Losses & LAE Incurred	3,514,447
Net Commission Expense	6,711,258
Other Expenses	4,392,816
Underwriting Gain/ (Loss)	2,198,018
Net Investment Income	2,249,785
Net Realized Capital Gains (Loss)	130,133
Other Income/ (Expense)	6,053
Income Before FIT	4,583,989
Federal Income Tax	778,092
Net Income	3,805,897

Balance Sheet

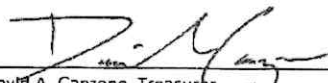
Assets

Invested Assets	60,331,980
Uncollected premium and agents' balances	1,322,166
Reinsurance Recoverable	227,141
Other Assets	280,277
Total Assets	62,161,564

Liabilities & Surplus

Unearned Premium Reserve	7,469,996
Loss & LAE Reserves	6,623,014
Ceded Reinsurance Payable	2,738,823
Amounts retained for others	1,607,393
Other Liabilities	2,731,838
Total Liabilities	21,171,064
Surplus	40,990,500
Total Liabilities & Surplus	62,161,564

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2022.


David A. Canzone, Treasurer

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Nature's Choice NJ LLC

Organization Address: 1106 Millstone River Rd, Hillsborough Twp NJ 08844

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Compost 360 Acquisition, LLC	9 Greenway Plaza, Ste 2400, Houston, TX 77406

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

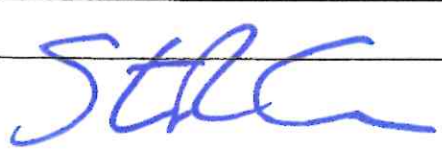
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Compost 360 Acquisition Parent, LLC (>10% of Compost 360 Acquisition, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046
Compost 360 Holdings, LLC (>10% of Compost 360 Acquisition Parent, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046
Compost 360 Investments, LLC (>10% of Compost 360 Holdings, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046

See addendum for further detail

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with City to notify the City in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven R. Carn	Title:	President / CEO
Signature:		Date:	3/7/2024

Addendum to Statement of Ownership Disclosure

Part III

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Sterling Compost 360 Aggregator, L.P. (>10% of Compost 360 Investments, LLC)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund, L.P. (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund (Executive Fund), L.P. (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Compost 360 Blocker Corp (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund (Parallel), L.P. (>10% of Compost 360 Blocker Corp)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Allianz Leben Private Equity Fonds 2001 GmbH (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	Seidlstrasse 24-24a Munich Bavaria 80335 Germany
Harel Hamilton Lane Lp (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	110 Washington Street, Suite 1300 Conshohocken, PA 19428
The Jesus Fund (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	1901 Napa Valley Drive Little Rock, AR 72212
Arizona Psprs Trust (>10% of Sterling Group Foundation Fund, L.P.)	3010 E. Camelback Road, Suite 200. Phoenix AZ 85016
New York State Teachers Retirement System (>10% of Sterling Group Foundation Fund, L.P.)	10 Corporate Woods Drive Albany NY 12211
Richard D Kinder (>10% of Sterling Group Foundation Fund, L.P.)	2229 San Felipe, Suite 1700 Houston TX 77019
Ronald M Cameron (>10% of Sterling Group Foundation Fund, L.P.)	1901 Napa Valley Drive Little Rock, AR 72212
State Of Wisconsin Investment Board (>10% of Sterling Group Foundation Fund, L.P.)	121 East Wilson Street Madison WI 53703
Kevin Garland (>10% of Sterling Group Foundation Fund (Executive Fund), L.P.)	11 Glenleigh Dr. Little Rock AR 72227

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Nature's Choice NJ. LLC		
Address:	9th Holmdel Road Bldg 2 Suite 201		
City:	Holmdel	State:	NJ
		Zip:	07733

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

accompanying this form.

 Steven R Carr

Signature _____

Printed Name

Title President/CEO

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]