

Exhibit “A”

Request for Proposal

For Operation of the Township of West Orange

Recycling Center

590 Mt. Pleasant Avenue

West Orange, New Jersey

For Class B, Exempt Woods

Class C, Exempt Compost Operation

And the Recycling Convenience Center For

Electronics, Scrap Metal, Tires and Class A Recyclable
Materials

Due Date

February 7, 2024 at 3:30pm

The Township of West Orange

Panayiota Reynolds

Purchasing Agent

66 Main Street, Room 111

West Orange, New Jersey 07052

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SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

January 19, 2024

NOTICE OF PROPOSAL

The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.**

The submission date is **Friday, February 7, 2024 at 3:30 pm**, proposals received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to preynolds@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, Attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified in the Council Chambers located at 66 Main Street, West Orange, NJ 07052. Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

Each proposal must be accompanied by a proposal bond or cashier's check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for \$500,000.00. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), are required to comply with the requirements of Mandatory Equal Employment Opportunity Language N.J.S.A.10:5-31et seq., N.J.A.C. 17:27-1.1 et seq. and NJ Contractor Business Registration Certificate N.J.S.A.52:32-44.

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

- 1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A
Recyclable Materials

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **May 1, 2024** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.
- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

- 1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:
- Proposal Documents for Operation of Township of West Orange Recycling Center
 - Respondent's Name
 - Respondent's Address
 - Respondent's Telephone and Fax Numbers
- 1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:
- Statement of Ownership Disclosure (See Section 3.01)
 - Affidavit of Authorization (See Section 3.02)
 - Market Capacity Affidavit (See Section 3.03)
 - Moral Integrity Affidavit (See Section 3.04)
 - Non-Collusion Affidavit (See Section 3.05)
 - Subcontractor Use Form (See Section 3.06)
 - Experience Affidavit (See Section 3.07)
 - Personnel Affidavit Including All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party). (See Section 3.08)
 - Equipment List (in a form to be supplied by responding party) (See Section 3.09)
 - Consent of Surety (See Section 3.10)
 - Affirmative Action Requirement (See Section 3.11)
 - Americans with Disabilities Act of 1990 Affidavit (See Section 3.13)
 - Proposal Forms (See Section 3.14 and 3.15)
 - Respondent Proposal Form Signature Page (See Section 3.16)
 - Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.17)
 - Disclosure of Political Contributions (See Section 3.18)
 - Disclosure of Investment Activities in Iran (see Section 3.19)
 - Equipment Dedication Affidavit (See Section 3.20)
 - "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.21)
 - Acknowledgement of Receipt of Addenda/Addendum (See Section 3.22)
 - NJ Business Registration Certificate (See Section 3.23)
 - Facility Site Plan (See Appendix "A")

- Detailed Facility Site Plan Improvements and Layout (See Appendix “B”) (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)
- 1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.
- 1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.
- 1.03 ***Authorization to do Business in New Jersey***
- 1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.
- 1.04 ***Qualifications and Additional Submission Requirements***
- 1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent’s ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.
- 1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility’s experience list, including the following items:
 - Facility Owner
 - Location of Facility
 - Responsibilities
 - Principals of each firm involved;

- Contact person, including telephone number and address; and
 - Evidence that the firm complied with all applicable statutes, laws and regulations during the operation of the facility.
- 1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.
- 1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.
- 1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.
- 1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.
- 1.05 ***Familiarity with the Work***
- 1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.
- 1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.
- 1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

1.07.1.1 Not fully responsive to the RFP

1.07.1.2 Inability to qualify or perform the specified work

1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.

1.08 ***Award and Execution of Contract***

1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.

1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these Proposal documents. In addition to the Proposer's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's Proposal with respect to the following items:

Cost Criteria

1) Revenues to be received or cost to be paid.

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.

(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.

(1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?

(2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.

3) Qualifications of staff to be assigned the work

(1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?

(2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.

4) Violations, Fines, Notices of Violations history from any governmental agency

(1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?

(2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work

(1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?

6) Detailed site improvement plan

(1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost
2. Experience of Respondent
3. Qualifications of Staff
4. Violations, Fines, Notices
of Violations
5. Equipment
6. Detailed Site Improvement Plan

1.08.4 Any Proposal submitted shall be for a three (3) year contract to commence March 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year.

1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.

1.09 ***Insurance***

1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.

1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 ***Proposal Security***

1.10.1 Each proposal must be accompanied by a Proposal security in the form of a cashier's check from the Respondent, or a "Proposal bond" supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the Proposal security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

1.10.2 The Proposal security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).

1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The Township of West Orange shall have final approval over any changes in site management.

1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

1.14 ***Proposal Form***

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or be typewritten. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.14.4 The Proposal Form includes a Base Proposal. The Base Proposal is for the operation of the Recycling Center for Class B, Exempt Wood, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Proposal includes the site improvements necessary for all three operations, including additional site vegetative screening, and landscaping being included by the Proposer.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this Proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 ***Disputes Under the Contract***

1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as outlined in Section 3.11.

1.18 ***Historical Recycling Quantities***

The most recent recycling activity on this site is outlined below:

Class C Incoming Material – 2022 – 28,484 cubic yards
Class C Outgoing Material – 2022 – 19,542 cubic yards
Class B Incoming Material – 2022 – 62,938 cubic yards
Class B Outgoing Material – 2022 – 48,632 cubic yards

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of

New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 *Timeline of Important Dates*

DATE	EVENT
January 24, 2024 by 4:00pm	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com .
January 25, 2024	Responses to questions concerning this Request for Proposal will be posted on the Township of West Orange Website at www.westorange.org/bids
February 7, 2024 at 3:30pm	Proposals must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
May 1, 2024	Contract between winning Proposer and Township of West Orange will commence.
November/December, 2026	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
May 1, 2027	First additional one-year contractual period commences if Township exercises its option.
November/December 2027	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
May 1, 2028	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

“Class A recyclable material” shall mean those materials outlined within this RFP.

“Class B exempt wood waste operation” shall mean the area designated as a Class B processing area on the site plans in Appendix “A”. This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

“Class B recyclable material” means branches, woody plants wood chips from tree parts, tree parts and brush processed on the site.

“Class B Transfer Operation” shall mean the transfer of Class B material under the Exemption granted pursuant to exemption # 5 for tires.

“Class C exempt compost operation” shall mean the area designated as a Class C processing operation on the site plan in Appendix “A.” The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than de minimis quantities incidentally found in the collection of leaves under any circumstances.

“Class C recyclable material” means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

“Class C Transfer Operation” shall mean the requirements outlined in Exemption #19, Leaf transfer activity.

“Electronic Waste” means computers, monitors, laptops, portable computers, desktop printers, desktop fax machines and televisions as defined in N.J.S.A. 13:1E-99.95 and other electronic items connected with a chord.

“Environmental Compliance Officer” shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

“Gross Revenues” shall mean the fees paid to the operator for the receipt of leaves, brush, logs and trees and tree parts in addition to the wholesale and retail sales of blended soils, finished compost, decorative stone, mulch of all grades and landscape supplies.

“Law” shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

“Operating Schedule” shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no

circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

“Recycling Market” shall mean an end market whereby Recyclable Materials are returned to the economic mainstream for processing and manufacturing into new products or are sold for final use.

“Recycling Convenience Center” shall mean that area designated on the site plan in Appendix “A.”. The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

“Sand and Clean Fill” shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

“Site” shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue, West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

“Site Improvement” shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

“Tires” shall mean passenger automobile tires that are removed from the rim upon receipt at the facility.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township’s Recycling Convenience Center and to operate the Township’s exempt Class B-Wood and the Township’s exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility including tires.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3.

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township. Any permits that may be required are the sole responsibility of the Operator

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency including, but not limited to any violation of law governing this site shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, legal expenses, attorney's fees, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility "As Is" and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix "A."

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

	Monday – Friday	Saturday	Sunday & Holidays
Site Operation Component Recycling Convenience Center	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed
Class B	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING OR WINDROW TURNING	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.

2.6.1(b) Class C recyclable material consisting of leaves.

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Plastic Containers #1, #2 and #5
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1. The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than de minimis quantities incidentally found in the collection of Class B and Class C materials .

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all

Township Residents and landscapers and tree service contractors who are allowed to dump by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, provided that the Operator transports these materials to a Class “B” or a Class “C” Recycling Facility in accordance with applicable Law if said materials exceed the maximum allowance of the site exemption. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept and process any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class “B” or Class “C” materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only**, at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.4(a) The Operator **may charge** all users for the receipt of tires. The fee per tire shall be clearly posted at the office trailer.

2.9.5 The Operator may charge all other users of the Class “B” and Class “C” exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

2.9.6 The Operator may distribute and sell blended topsoil, compost, mulches and various landscape supplies from the Facility.

2.9.7 In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials

received from an approved source within the Township; exceeds 800 cubic yards in a thirty (30) day period following the disaster declaration, then the Operator may invoice the Township for the amount of Class-B materials that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard. The Operator agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to the Contractor pursuant to this provision.

(a) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 800 cubic yards in a thirty (30) day period following the adoption of the Executive Order; the Operator may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

a. To initiate any claims as per this section, the Operator shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

- 2.11.1(a) Aluminum Beverage Cans
- 2.11.1(b) Glass food containers
- 2.11.1(c) Plastic containers as outlined in the West Orange Recycling Ordinance
- 2.11.1(d) Corrugated Paper
- 2.11.1(e) Mixed Paper
- 2.11.1(f) Steel food and product (non-toxic) containers
- 2.11.2(g) Tires (without rims)
- 2.11.2(h) Scrap metal
- 2.11.2(i) Propane Tanks (empty)
- 2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law including all N.J.D.E.P. Air Permits. All site improvements shall be permitted as required including electrical and building permits for ramps and/or trailers.

2.11.2 The Operator shall be responsible for assisting the Township in obtaining any required storm water permits as outlined in N.J.A.C. 7.14A. All costs associated with testing under this regulation shall be the responsibility of the Operator.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed finish material of the following types and minimum quantities to the Township of West Orange at no charge:

2.12.1(a) Mulch (choice regular or colored mulch) – 1200 cubic yards per year.

2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.

2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education – The Operator shall also annually provide finish material of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year.

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the residents' personal use.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, the operator shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.2(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
 - a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
 - a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

2.17.3 All Gross Revenues generated from the site shall be maintained in a form for reporting to the Township under the provisions of 2.20.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per

month for the first six (6) months of the contract.

2.18.1(a) Class "B" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected three (3) times per month for the first six (6) months and the last six months of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(c) The Recycling Convenience Center shall be inspected one (1) time per month for the duration of the contract.

2.18.2 The Environmental Compliance Officer shall be paid for the inspection services above from the escrow fund established in accordance with this RFP.

2.18.2(a) The inspections outlined in 2.18.1(a) & (b) shall result in total charges of \$800.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of \$200.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$185.00/hour for each such inspection; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at \$.655/mile.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below \$20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to \$25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

2.19 LIQUIDATED DAMAGES AND PAYMENTS

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Proposal

specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.4 Up to five thousand dollars (\$5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than de minimis quantities incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.5 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars (\$200.00) for each incident.

2.19.6 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.7 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.8 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.19.9 The Operator shall make rental payments in accordance with the amount submitted in their Proposal no later than the fifteenth (15th) day after the end of each month.

2.19.10 The Operator shall make revenue sharing payments in accordance with the percentage of Gross Revenues as reported under the terms of Section 2.20 no later than the fifteenth (15th) day after the end of each calendar quarter.

2.19.10 (a) The Operator shall submit a fully completed report as required under 2.20.4 with each payment.

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.1(a) All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

2.20.1(a)1 The marketing date

2.20.1(b)2 The weight receipt number

2.20.1(c)3 The market's name

2.20.1(d)4 The market's address

2.20.1(e)5 The weight of the material sold

2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.

2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.

2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.2 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility during the prior year in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

2.20.3(a) Total cubic yards of Class B material received during the calendar year.

2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.

2.20.3(c) Total cubic yards of Class B material that has been processed as either:

- First grind

- Second grind

- Dyed or finished mulch

2.20.3(d) Class C material received at the facility.

2.20.3(e) Class C material removed after receipt from the facility.

2.20.4 The Operator shall provide a report at the close of each calendar quarter that outlines the Gross Revenues generated by the operation as it relates to all materials received or sold from the site. The report shall include:

2.20.4(a) Total volume and Gross Revenue of material received by material type as follows:

- Leaves
- Brush
- Tree Parts
- Clean Wood
- Soil

2.20.4(b) Total volume and Gross Revenues generated by the sale of each material as follows:

- blended soils,
- finished compost
- decorative stone
- mulch of all grades
- landscape supplies

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance by the Operator;
- b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
- c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
- d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
- e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
- f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:

1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);
2. Failure to staff the Facility with at least one (1) person during all hours of operation;
3. Failure to provide on-site, every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for processing;
4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
7. Any breach of any provision of this agreement.
8. Failure to deliver materials from the Convenience Center to recycling markets.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business
- in

under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Operator's use of the Facility. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

If a Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

The Operator shall provide a one-year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-Proposing the contract.

- b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes

insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

- c. Worker's Compensation Insurance per state requirements.
- d. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

<i>Section</i>	<i>Description</i>	<i>Initial</i>	<i>When due</i>
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non-Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3.15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§ 3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

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: _____

Organization

Address: _____

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

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 non-corporate 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

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 ***Township of West Orange*** 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 ***Township of West Orange*** to notify the ***Township of West Orange*** 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 ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Article 3.02

*State of New Jersey
Township of West Orange*

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

that he is the _____ **(Title)** who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

(Type and print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2024.

(Notary Public)

My commission expires _____

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, _____ agrees to commit, that _____ has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me

this _____ day of _____ 2024

Notary Public of
My Commission expires _____, 2024

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of _____

SS.

County of _____

I, _____, the _____ of
_____ hereinafter called the Respondent, being duly sworn,

deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State or quasi-criminal statute, except as follows (if none, no state).

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.
6. That the State in which the Respondent is incorporated is: _____
7. That if the answer to question #6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
8. That the names and address of the principals, officers, and shareholders of the Respondent are as follows:

(Use additional sheets if required)

9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein.

(Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2024.

(Notary Public)

My commission expires _____.

Article 3.05
Non-Collusion Affidavit

State of _____

SS.

County of _____

I, _____ of the Township of _____, in the County of _____ and the State of _____, of full age being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the Proposer making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive Proposal in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

Name of Contractor

(Sign Name Here)

Subscribed and sworn before me on this _____ day of _____ 2024.

(Notary Public)

My commission expires: _____

Note to Notary: When completing this form, all notaries must: **1-** Indicate date. **2.** Indicate State. **3.** Sign Name. **4.** Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: *The person who signed the proposal form from the respondent should sign this form also.*

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness:

(Name of Company)

(Address)

(Date)

BY:

(Sign Name (Original Signature Only))

(Print Name & Title)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

(Witness)

(Name of Company)

(Address)

(Date)

BY: _____
Sign Name (Original Signature Only)

(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.08

Qualifications of Personnel

Below provide the names of the personnel – both management, supervisory and non - supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

Copies of Certified Compost Facility Operator Certificates Must be Included For Each Person Who is Assigned to the Site

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

(Witness)

(Name of Company)

(Address)

(Date)

BY: _____
Sign Name (Original Signature Only)

(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.09
Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

Article 3.10

***Consent of Surety
To Accompany Proposal***

_____ (hereinafter called Surety), organized and existing under the laws of
The State of _____ and duly authorized and qualified to transact business in the State
of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United
States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in
consideration, hereby certified and agrees that if the contract for which that attached Proposal is
made be awarded to _____ (hereafter called Contractor) for the performance
of certain work or supplying of certain materials, or both, as more particularly set forth in said
Proposal and described for purposes of this instrument as a Proposal for
_____ to the ***TOWNSHIP OF WEST ORANGE*** and if
Contractor shall enter into the contract with a bond in the full amount of the contract price.

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

Article 3.11

Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

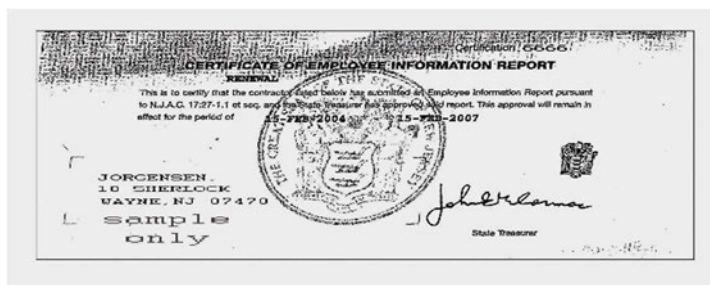
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or



Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

Signature

Title

Print Name

Article 3.12

AMERICANS WITH DISABILITIES ACT OF 1990 **Equal Opportunity for Individuals with Disability**

The contractor and the Township of West Orange do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }

}

COUNTY OF }

SS: Collection of Solid Waste & Recycling Bid

I, _____, am the _____

(Name of Affiant)

(Identify Relationship to Bidder)

of the _____ and being duly sworn,

(Name of Bidder)

I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the contract for the said project.

I/we warrant that I/we have read Section 6.8 of these Specifications.

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.) and agrees to furnish the of evidence of such compliance upon request.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me

this _____ day of _____ 20__

**Notary Public of
My Commission expires _____ 20__**

Article 3.14

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal shall include all site improvements necessary for all three operations including site vegetative screening and landscaping.

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THREE YEAR PERIOD COMMENCING
MAY 1, 2024 AND ENDING APRIL 30, 2027.

\$ _____
In Numerals

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
MAY1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH
36)

\$ _____
In Numerals

In Words

\$ _____
In Numerals

In Words

\$ _____
In Numerals

In Words

Article 3.15

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE
REVENUE SHARING PROPOSAL

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

- A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 THROUGH APRIL, 2027

% _____

In Numerals

In Words

- B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

% _____

In Numerals

In Words

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR
ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028
THROUGH APRIL 30, 2029

% _____
In Numerals

In Words

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY

ADDRESS OF RESPONDENT

PRINT NAME & TITLE
CORPORATE SECRETARY

TELEPHONE NUMBER

By:

SIGNATURE

PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years

(Type or print name of affiant under
signature)

Subscribed and sworn to before me this _____ day of _____, 2024

(Notary Public)

My commission expires _____.

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

“Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27) (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

I have read the above statement and agree to be bound by its terms

PROPOSALDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2024.

(Notary Public)

My commission expires on _____.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION

BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to N.J.S.A. 52:32-55 and any amendments thereto, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf>. Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to N.J.S.A. 52:32-55 and any amendments thereto, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.****

OR

☐ **I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____	
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date: _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of West Orange is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of West Orange to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of West Orange, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title _____

Date: _____
Date: _____

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me

this _____ day of _____ 20____

Notary Public of _____

My Commission expires _____ 20____

Article 3.21

Proposal Bond Form

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐

No addenda was received. (please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Article 3.23

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

68



Appendix “B”

SITE IMPROVEMENT PLAN

TO BE SUPPLIED BY THE VENDOR

Exhibit “B”



Natures Choice NJ, LLC
1106 Millstone River Road
Hillsborough, NJ 08844

February 7, 2024

The Township of West Orange
Attention: Ms. Panayiota Reynolds, Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052

RE: Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and The Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials

Dear Ms. Reynolds:

Natures Choice NJ, LLC (NCNJ), formerly doing business as Natures Choice Corporation, is pleased to submit a response to the above referenced Request for Proposal (RFP).

NCNJ's executive management group has more than fifty (50) years of experience in both private and publicly traded companies within the solid waste and recycling industry. Our combined executive and local management group has extensive knowledge of commercial and residential collections, bulk waste and recycling transport, and operation of transfer stations, landfills, compost, and Material Recycling Facilities. Our team's span of experience includes oversight of assets and operations located in both New Jersey and New York.

We are excited about the opportunity to continue our twenty-one (21) year relationship with the Township's citizens, elected leadership, staff, and consultants. As the Township's current service provider, we have demonstrated our qualifications to manage the site in a safe, efficient, and compliant manner. We believe our team is the most experienced and qualified to meet the needs of the Township.

A summary of our key qualifications and financial proposal are provided below:

Annual Payment

NCNJ proposes a base proposal equal to a \$120,000.00 annual payment for the initial three-year period. The proposal further includes increasing the annual payment to \$129,227.00 for the additional one-year

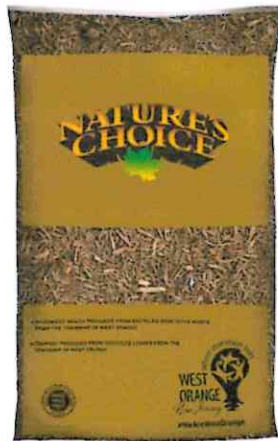
period commencing May 1, 2027, and then to \$142,642.00 for the additional one-year period commencing May 1, 2028.

Revenue Share – Bulk In-Bound and Out-Bound

NCNJ proposes an annual flat rate revenue share payment of \$75,000.00 for the initial three (3) year term and each annual option period thereafter.

Free Mulch Bags

NCNJ proposes to provide up to 10,000 free bags of premium mulch having a retail value of approximately \$30,000 per year. Based upon the Township's preference, the distribution can be balanced between public facilities and/or private homeowners. In addition, NCNJ will expand its product offering to include the sale of bagged mulch at the facility. The bags will demonstrate the private / public partnership and joint commitment to sustainable practices.



Site Improvements

The proposal provides for site improvements per the engineered stamped plan that includes:

- Relandscaping the entrance to the facility improving screening from the public.
 - And mill and repave approximately 10,000 square feet of the road entering the facility.
- Reconstruction and enhancements to the Class A, B, and C residential drop-off area.
- Improved signage at the Class A convenience center.
- Re-grading and Improvement
 - To achieve or maintain drainage control.
 - Class B facility for better vehicle access.
 - Cleaning up the berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.

- Improve berm at the center of the facility including planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B & C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.
- Replacement of existing fire hydrant

NJPDES Permitting Cost Sharing

NCNJ proposes to share in the cost for NJPDES permitting and supporting plan development in an amount equal to \$35,000.00. This includes expenses that may be incurred because of application processes, development of Best Management Practices (BMP's), Drainage Control Plans (DCP), Storm Water Pollution Prevention Plans (SPPP), Spill Prevention, Control, and / or Countermeasure Plans (SPCC) specific to the site. NCNJ has an established relationship with an engineering firm with an office in the immediate vicinity that has supported the company in such matters at other locations.

Safety, Environmental Compliance, Equipment, and Personnel

NCNJ's safety training programs include the use of a Learning Management System (LMS) to ensure our employees receive the training needed for operation of the site in a safe and efficient manner. We employ only DOT qualified drivers. The company utilizes monthly drone surveys to monitor compliance and as part of our fire prevention plans based on stockpile heights. We further supplement our internal resources with qualified third parties that have expertise in safety and environmental programs.

Reliable service requires reliable equipment. NCNJ commits to maintaining an equipment age of less than or equal to seven (7) years for wheel loaders and excavators utilized on the site at any time during the initial or additional term periods. Our grinder maintenance program includes CAT certified and warrantied engine rebuilds with engine performance monitoring via vision link. Our equipment is maintained through established dealer agreements or by our full-time team of four (4) maintenance employees focused on the safety and continuous performance of our equipment.

Lastly, NCNJ's extensive network of operating locations affords the Township assurance for continuity in the operation of the facility with back-up of both equipment, qualified operators, and local management.

Conclusion

We remain committed to the Township and are prepared to respond to any inquiries you may have. NCNJ welcomes the opportunity to meet with the Township to review our proposal in detail and discuss the benefits it provides the Township. We believe our experience and qualifications exceed those of our competitors. The entire NCNJ team looks forward to the opportunity to continue our partnership with the Township and providing uninterrupted service to the citizens of West Orange.

Sincerely,



Matt Vastano
Municipal Marketing & Technical Soil Sales

PLEASE SEE cover Letter for Detailed Description of Compensation.

Article 3.14

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal shall include all site improvements necessary for all three operations including site vegetative screening and landscaping.

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 AND ENDING APRIL 30, 2027.

\$ 120,000.00
In Numerals

one hundred Twenty Thousand DOLLARS
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING MAY1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH 36)

\$ 10,000.00
In Numerals

Ten THOUSAND DOLLARS
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

\$ 129,227.00
In Numerals

one hundred Twenty nine Thousand Two hundred Twenty seven Dollars
In Words

- C. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING
MAY 1, 2028 THROUGH APRIL 30, 2029

\$ 142,642.00
In Numerals

one hundred Forty Two Thousand Six hundred Forty Two Dollars
In Words

PLEASE READ Cover Letter for Detailed
Description of Compensation

PLEASE READ Cover Letter For Detailed Description of Compensation

Article 3.15

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE
REVENUE SHARING PROPOSAL

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

- A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 THROUGH APRIL, 2027

% \$75,000.00 Annual Payment guaranteed. Paid in
Four Quarterly payments of \$18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guaranteed. Paid
in Four Quarterly payments of Eighteen Thousand Seven Hundred
Fifty Dollars
In Words

- Plus 10,000 mulch Bags as Described in the proposal with a retail value of \$30,000 Annually
- Plus a one Time Payment of \$35,000.00 in Permitting Fees and improvements for NJDES Permitt

- B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

% \$75,000 Annual Payment guaranteed. Paid in
Four Quarterly payments of \$18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guaranteed.
In Words

Paid in Four Quarterly Payments of eighteen Thousand
Seven Hundred Fifty Dollars

- Plus 10,000 mulch Bags as Described in the Proposal with a retail value of \$30,000.00 Annually

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR
ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028
THROUGH APRIL 30, 2029

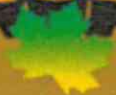
% \$75,000.00 guarantee paid annually 4 quarterly
payments of In Numerals \$18,750

Seventy Five Thousand Dollars Paid Annually (4) Four
In Words
Quarterly Payments of Eighteen thousand seven hundred
Fifty Dollars

- Plus 10,000 Bags As Described in Proposal.
RETAIL Value of \$30,000.00

PLEASE READ Cover Letter for Detailed
Description. of Compensation

NATURE'S CHOICE



*HARDWOOD MULCH PRODUCED FROM RECYCLED VEGETATIVE WASTE
FROM THE TOWNSHIP OF WEST ORANGE

*COMPOST PRODUCED FROM RECYCLED LEAVES FROM THE
TOWNSHIP OF WEST ORANGE



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Section 1: Bid Documents

Section 2: Proposal Documents

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Business Registration Certificate

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Consent of Surety

Insurance Certificate

Section 7: Proposed site Plan and Layout

Current Odor Control System

Odor Control Neutralizing Agent

Section 1: Bid Documents

Request for Proposal

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey

For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center For
Electronics, Scrap Metal, Tires and Class A Recyclable
Materials

Due Date
February 7, 2024 at 3:30pm

*The Township of West Orange
Panayiota Reynolds
Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052*

Section 1.0- General Description

- Public Notice
- 1.01 General Description
- 1.02 Preparation, Submission and Opening of Proposals
- 1.03 Authorization to do Business in New Jersey
- 1.04 Qualifications
- 1.05 Familiarity with the Work
- 1.06 Interpretation of Documents
- 1.07 Cause of Rejection
- 1.08 Award of Execution of Contract
- 1.09 Insurance
- 1.10 Proposal Security
- 1.11 Consent of Surety, Performance and Payment Bond
- 1.12 Contract Documents
- 1.13 Operations and Marketing
- 1.14 Proposal Form
- 1.15 Compliance with the New Jersey Prevailing Wage Act
- 1.16 Disputes Under the Contract
- 1.17 Affirmative Action Requirements
- 1.18 Historical Recycling Quantities
- 1.19 Site Improvement Plan
- 1.20 Timeline of Important Dates

Section 2.0- Technical Information

- 2.01 Definitions
- 2.1 Scope of Work- Overview and Summary
- 2.2 Site Conditions
- 2.3 Administration of Contract
- 2.4 Hours of Operation
- 2.5 Site Access by the Township and its Agents
- 2.6 Acceptable Materials
- 2.7 Prohibited Materials
- 2.8 Sources of Materials
- 2.9 Fees Charged to Users
- 2.10 Marketing of Recyclable Materials
- 2.11 Permits
- 2.12 Materials to Township
- 2.13 On Site Improvements and Site Preparation
- 2.14 Work to be Performed
- 2.15 Utilities
- 2.16 Accident Reporting
- 2.17 Record Keeping
- 2.18 Regulatory Oversight by West Orange
- 2.19 Liquidated Damages and Payments

- 2.20 Reporting of Recycling Convenience Center Activity
- 2.21 Changes to Operating Procedures
- 2.22 Termination
- 2.23 Operator Non- Performance
- 2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

- 3.01 Statement of Ownership Disclosure
- 3.02 Affidavit of Authorization for Contract
- 3.03 Market Capacity Affidavit
- 3.04 Moral Integrity Affidavit for Contract
- 3.05 Non-Collusion Affidavit
- 3.06 Subcontractor Use Form
- 3.07 Experience Statement
- 3.08 Qualifications of Personnel
- 3.09 Equipment List (in a form to be supplied by responding party)
- 3.10 Consent of Surety
- 3.11 Affirmative Action Requirements
- 3.12 American with Disabilities Act of 1990 Requirements
- 3.13 American with Disabilities Act of 1990 Affidavit
- 3.14 Proposal Form
- 3.15 Revenue Sharing Proposal Form
- 3.16 Respondent Proposal Form (signature page)
- 3.17 Disclosure of Violation Form
- 3.18 Disclosure of Political Contributions
- 3.19 Disclosure of Investment Activities in Iran
- 3.20 Equipment Dedication Affidavit
- 3.21 Proposal Bond Form (in a form to be supplied by responding party)
- 3.22 Acknowledgement of Receipt of Addenda/Addendum
- 3.23 NJ Business Registration Certificate

Appendices - Facility Site Plan, and Site Improvement Plan and Layout – (to be supplied by responding party)

- Appendix “A” Current Facility Site Plan (Supplied by the Township/Owner)
- Appendix “B” Site Improvement Plan and Layout (in a form to be supplied by responding party)

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

January 19, 2024

NOTICE OF PROPOSAL

The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.**

The submission date is **Friday, February 7, 2024 at 3:30 pm**, proposals received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to preynolds@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, Attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified in the Council Chambers located at 66 Main Street, West Orange, NJ 07052. Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

Each proposal must be accompanied by a proposal bond or cashier's check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for \$500,000.00. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), are required to comply with the requirements of Mandatory Equal Employment Opportunity Language N.J.S.A.10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq. and NJ Contractor Business Registration Certificate N.J.S.A.52:32-44.

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

- 1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A
Recyclable Materials

- 1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **May 1, 2024** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

- 1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.
- 1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- Proposal Documents for Operation of Township of West Orange Recycling Center
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers

1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- Statement of Ownership Disclosure (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Market Capacity Affidavit (See Section 3.03)
- Moral Integrity Affidavit (See Section 3.04)
- Non-Collusion Affidavit (See Section 3.05)
- Subcontractor Use Form (See Section 3.06)
- Experience Affidavit (See Section 3.07)
- Personnel Affidavit Including All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party). (See Section 3.08)
- Equipment List (in a form to be supplied by responding party) (See Section 3.09)
- Consent of Surety (See Section 3.10)
- Affirmative Action Requirement (See Section 3.11)
- Americans with Disabilities Act of 1990 Affidavit (See Section 3.13)
- Proposal Forms (See Section 3.14 and 3.15)
- Respondent Proposal Form Signature Page (See Section 3.16)
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.17)
- Disclosure of Political Contributions (See Section 3.18)
- Disclosure of Investment Activities in Iran (see Section 3.19)
- Equipment Dedication Affidavit (See Section 3.20)
- "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00 (in a form to be supplied by responding party) (See Section 3.21)
- Acknowledgement of Receipt of Addenda/Addendum (See Section 3.22)
- NJ Business Registration Certificate (See Section 3.23)
- Facility Site Plan (See Appendix "A")

- Detailed Facility Site Plan Improvements and Layout (See Appendix “B”) (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)
- 1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.
- 1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.
- 1.03 ***Authorization to do Business in New Jersey***
- 1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.
- 1.04 ***Qualifications and Additional Submission Requirements***
- 1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent’s ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.
- 1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility’s experience list, including the following items:
 - Facility Owner
 - Location of Facility
 - Responsibilities
 - Principals of each firm involved;

- Contact person, including telephone number and address; and
 - Evidence that the firm complied with all applicable statutes, laws and regulations during the operation of the facility.
- 1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.
- 1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.
- 1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.
- 1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.
- 1.05 ***Familiarity with the Work***
- 1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.
- 1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.
- 1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

- 1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

- 1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

- 1.07.1.1 Not fully responsive to the RFP
- 1.07.1.2 Inability to qualify or perform the specified work

- 1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.

1.08 ***Award and Execution of Contract***

- 1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.
- 1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.
- 1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these Proposal documents. In addition to the Proposer's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's Proposal with respect to the following items:

Cost Criteria

- 1) Revenues to be received or cost to be paid.

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.

(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.

(1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?

(2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.

3) Qualifications of staff to be assigned the work

(1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?

(2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.

4) Violations, Fines, Notices of Violations history from any governmental agency

(1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?

(2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work

(1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?

6) Detailed site improvement plan

(1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost
2. Experience of Respondent
3. Qualifications of Staff
4. Violations, Fines, Notices
of Violations
5. Equipment
6. Detailed Site Improvement Plan

- 1.08.4 Any Proposal submitted shall be for a three (3) year contract to commence March 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year. ✓
- 1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.
- 1.09 ***Insurance***
- 1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.
- 1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.
- 1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.
- 1.10 ***Proposal Security***
- 1.10.1 Each proposal must be accompanied by a Proposal security in the form of a cashier's check from the Respondent, or a "Proposal bond" supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the Proposal security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000.

1.10.2 The Proposal security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).

1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The Township of West Orange shall have final approval over any changes in site management.

1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

1.14 ***Proposal Form***

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or be typewritten. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.14.4 The Proposal Form includes a Base Proposal. The Base Proposal is for the operation of the Recycling Center for Class B, Exempt Wood, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Proposal includes the site improvements necessary for all three operations, including additional site vegetative screening, and landscaping being included by the Proposer.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this Proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 ***Disputes Under the Contract***

1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as outlined in Section 3.11.

1.18 ***Historical Recycling Quantities***

The most recent recycling activity on this site is outlined below:

Class C Incoming Material – 2022 – 28,484 cubic yards
Class C Outgoing Material – 2022 – 19,542 cubic yards
Class B Incoming Material – 2022 – 62,938 cubic yards
Class B Outgoing Material – 2022 – 48,632 cubic yards

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of

New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 *Timeline of Important Dates*

DATE	EVENT
January 24, 2024 by 4:00pm	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com.
January 25, 2024	Responses to questions concerning this Request for Proposal will be posted on the Township of West Orange Website at www.westorange.org/bids
February 7, 2024 at 3:30pm	Proposals must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
May 1, 2024	Contract between winning Proposer and Township of West Orange will commence.
November/December, 2026	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
May 1, 2027	First additional one-year contractual period commences if Township exercises its option.
November/December 2027	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
May 1, 2028	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

“Class A recyclable material” shall mean those materials outlined within this RFP.

“Class B exempt wood waste operation” shall mean the area designated as a Class B processing area on the site plans in Appendix “A”. This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

“Class B recyclable material” means branches, woody plants wood chips from tree parts, tree parts and brush processed on the site.

“Class B Transfer Operation” shall mean the transfer of Class B material under the Exemption granted pursuant to exemption # 5 for tires.

“Class C exempt compost operation” shall mean the area designated as a Class C processing operation on the site plan in Appendix “A.” The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than de minimis quantities incidentally found in the collection of leaves under any circumstances.

“Class C recyclable material” means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

“Class C Transfer Operation” shall mean the requirements outlined in Exemption #19, Leaf transfer activity.

“Electronic Waste” means computers, monitors, laptops, portable computers, desktop printers, desktop fax machines and televisions as defined in N.J.S.A. 13:1E-99.95 and other electronic items connected with a chord.

“Environmental Compliance Officer” shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

“Gross Revenues” shall mean the fees paid to the operator for the receipt of leaves, brush, logs and trees and tree parts in addition to the wholesale and retail sales of blended soils, finished compost, decorative stone, mulch of all grades and landscape supplies.

“Law” shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

“Operating Schedule” shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no

circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

“Recycling Market” shall mean an end market whereby Recyclable Materials are returned to the economic mainstream for processing and manufacturing into new products or are sold for final use.

“Recycling Convenience Center” shall mean that area designated on the site plan in Appendix “A.”. The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

“Sand and Clean Fill” shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

“Site” shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue, West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

“Site Improvement” shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

“Tires” shall mean passenger automobile tires that are removed from the rim upon receipt at the facility.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township’s Recycling Convenience Center and to operate the Township’s exempt Class B-Wood and the Township’s exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility including tires.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3.

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township. Any permits that may be required are the sole responsibility of the Operator

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency including, but not limited to any violation of law governing this site shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, legal expenses, attorney's fees, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility "As Is" and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix "A."

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

	Monday – Friday	Saturday	Sunday & Holidays
Site Operation Component Recycling Convenience Center	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed
Class B	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING OR WINDROW TURNING	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.

2.6.1(b) Class C recyclable material consisting of leaves.

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Plastic Containers #1, #2 and #5
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1. The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than de minimis quantities incidentally found in the collection of Class B and Class C materials .

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all

Township Residents and landscapers and tree service contractors who are allowed to dump by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law if said materials exceed the maximum allowance of the site exemption. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept and process any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only**, at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.4(a) The Operator **may charge** all users for the receipt of tires. The fee per tire shall be clearly posted at the office trailer.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

2.9.6 The Operator may distribute and sell blended topsoil, compost, mulches and various landscape supplies from the Facility.

2.9.7 In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials

received from an approved source within the Township; exceeds 800 cubic yards in a thirty (30) day period following the disaster declaration, then the Operator may invoice the Township for the amount of Class-B materials that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard. The Operator agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to the Contractor pursuant to this provision.

(a) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 800 cubic yards in a thirty (30) day period following the adoption of the Executive Order; the Operator may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 800 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

a. To initiate any claims as per this section, the Operator shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

- 2.11.1(a) Aluminum Beverage Cans
- 2.11.1(b) Glass food containers
- 2.11.1(c) Plastic containers as outlined in the West Orange Recycling Ordinance
- 2.11.1(d) Corrugated Paper
- 2.11.1(e) Mixed Paper
- 2.11.1(f) Steel food and product (non-toxic) containers
- 2.11.2(g) Tires (without rims)
- 2.11.2(h) Scrap metal
- 2.11.2(i) Propane Tanks (empty)
- 2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law including all N.J.D.E.P. Air Permits. All site improvements shall be permitted as required including electrical and building permits for ramps and/or trailers.

2.11.2 The Operator shall be responsible for assisting the Township in obtaining any required storm water permits as outlined in N.J.A.C. 7.14A. All costs associated with testing under this regulation shall be the responsibility of the Operator.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed finish material of the following types and minimum quantities to the Township of West Orange at no charge:

2.12.1(a) Mulch (choice regular or colored mulch) – 1200 cubic yards per year.

2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.

2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education – The Operator shall also annually provide finish material of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year.

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the residents' personal use.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, the operator shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.2(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
 - a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
 - a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

2.17.3 All Gross Revenues generated from the site shall be maintained in a form for reporting to the Township under the provisions of 2.20.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per

month for the first six (6) months of the contract.

2.18.1(a) Class "B" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected three (3) times per month for the first six (6) months and the last six months of the contract.

2.18.1(b) Class "C" recycling operation shall be inspected two (2) times per month each month thereafter for the duration of the contract.

2.18.1(c) The Recycling Convenience Center shall be inspected one (1) time per month for the duration of the contract.

2.18.2 The Environmental Compliance Officer shall be paid for the inspection services above from the escrow fund established in accordance with this RFP.

2.18.2(a) The inspections outlined in 2.18.1(a) & (b) shall result in total charges of \$800.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of \$200.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of \$185.00/hour for each such inspection; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at \$.655/mile.

2.18.5 The Operator agrees to place into escrow the sum of \$25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below \$20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to \$25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

2.19 LIQUIDATED DAMAGES AND PAYMENTS

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Proposal

specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred (\$500.00) for each day in which the failure occurs shall be assessed.

2.19.4 Up to five thousand dollars (\$5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than de minimis quantities incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.5 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars (\$200.00) for each incident.

2.19.6 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.7 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

2.19.8 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.19.9 The Operator shall make rental payments in accordance with the amount submitted in their Proposal no later than the fifteenth (15th) day after the end of each month.

2.19.10 The Operator shall make revenue sharing payments in accordance with the percentage of Gross Revenues as reported under the terms of Section 2.20 no later than the fifteenth (15th) day after the end of each calendar quarter.

2.19.10 (a) The Operator shall submit a fully completed report as required under 2.20.4 with each payment.

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.1(a) All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

2.20.1(a)1 The marketing date

2.20.1(b)2 The weight receipt number

2.20.1(c)3 The market's name

2.20.1(d)4 The market's address

2.20.1(e)5 The weight of the material sold

2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.

2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.

2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.2 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility during the prior year in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

2.20.3(a) Total cubic yards of Class B material received during the calendar year.

2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.

2.20.3(c) Total cubic yards of Class B material that has been processed as either:

- First grind

- Second grind

- Dyed or finished mulch

2.20.3(d) Class C material received at the facility.

2.20.3(e) Class C material removed after receipt from the facility.

2.20.4 The Operator shall provide a report at the close of each calendar quarter that outlines the Gross Revenues generated by the operation as it relates to all materials received or sold from the site. The report shall include:

2.20.4(a) Total volume and Gross Revenue of material received by material type as follows:

- Leaves
- Brush
- Tree Parts
- Clean Wood
- Soil

2.20.4(b) Total volume and Gross Revenues generated by the sale of each material as follows:

- blended soils,
- finished compost
- decorative stone
- mulch of all grades
- landscape supplies

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

- a. Non-performance by the Operator;
- b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
- c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
- d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
- e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
- f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:

1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);
2. Failure to staff the Facility with at least one (1) person during all hours of operation;
3. Failure to provide on-site, every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for processing;
4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
7. Any breach of any provision of this agreement.
8. Failure to deliver materials from the Convenience Center to recycling markets.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, the form acceptable to the West Orange Township Attorney, and in the amount equal to \$500,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business
- in

under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Operator's use of the Facility. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

If a Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

The Operator shall provide a one-year performance bond in the amount of \$500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-Proposing the contract.

- b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to \$50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes

insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

- c. Worker's Compensation Insurance per state requirements.
- d. A comprehensive General Liability Policy with a combined single limit of \$2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.
- e. An Automobile Public Liability and Property Damage Policy with a combined single limit of \$2,000,000 for bodily injury and property damage.
- f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.
- g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

Section 2: Proposal Documents

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

<i>Section</i>	<i>Description</i>	<i>Initial</i>	<i>When due</i>
§ 3.01	Statement of Ownership Disclosure	an	Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract	an	Mandatory with Proposal
§ 3.03	Market Capacity Affidavit	an	Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit	an	Mandatory with Proposal
§ 3.05	Non-Collusion Affidavit	an	Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form	an	With Proposal
§ 3.07	Experience Statement	an	Mandatory with Proposal
§ 3.08	Qualifications of Personnel	an	Mandatory with Proposal
§ 3.09	Equipment List	an	With Proposal
§ 3.10	Consent of Surety	an	Prior to Contract Award
§ 3.11	Affirmative Action Requirements	an	Prior to Signing Contract
§ 3.12	Americans with Disabilities Act	an	With Proposal
§ 3.13	Americans with Disabilities Act Affidavit	an	With Proposal
§ 3.14	Proposal form	an	Mandatory with Proposal
§ 3.15	Revenue Sharing Proposal	an	Mandatory with Proposal
§ 3.16	Respondent Proposal Form	an	Mandatory with Proposal
§ 3.17	Disclosure of Violations	an	Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions	an	With Proposal
§ 3.19	Disclosure of Investment Activities in Iran	an	Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit	an	Mandatory with Proposal
§ 3.21	Proposal Bond Form	an	Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda	an	Mandatory with Proposal
§ 3.23	Business Registration Certificate	an	Prior to Contract Award
§ 1.09	Certificate of Insurance	an	Due 5 days from request after Award

Article 3.01

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 Road, Hillsborough, 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
SEE ATTACHED	

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 non-corporate 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
See ATTACHED	

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 ***Township of West Orange*** 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 ***Township of West Orange*** to notify the ***Township of West Orange*** 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 ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven R. Carn	Title:	President
Signature:	X 	Date:	2/6/2024

See ATTACHED

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

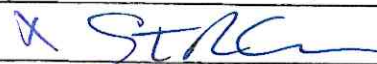
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure 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
Signature:		Date:	2/6/2024

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

Article 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Somerset

Steven R. Carn being duly sworn,

deposes and says that he resides at 1106 Millstone River Road Hillsborough NJ. 08540

that he is the President (Title) who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

X Steven R. Carn
(Type and print name of affiant under signature)
STEVEN R. CARN

Subscribed and sworn to before me this 6TH day of February 2024.

[Signature]
(Notary Public)

My commission expires

September 15, 2027

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

I, STEVEN R. CARN, am the PRESIDENT
(Name of Affiant) (Identify Relationship to Proposer)
of the Nature's Choice NJ. LLC and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, STEVEN R. CARN agrees to commit, that Nature's Choice NJ LLC has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

Nature's Choice NJ. LLC, President
Name of Firm or Individual Title
K. Stine 2/6/2024
Signature Date

Subscribed and sworn to before me

this 6th day of February 2024

[Signature]
Notary Public of Monmouth County.
My Commission expires 9/15, 2024

Article 3.04

*State of New Jersey
Township of West Orange*

Moral Integrity Affidavit for Contract

State of New Jersey

SS.

County of Somerset

I, STEVEN R LARN, the PRESIDENT of
Nature's Choice NJ. LLC hereinafter called the Respondent, being duly sworn,
deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange. YES
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange. YES
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

none

4. That neither the Respondent nor any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, no state).

none

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List. NO WE DO NOT

6. That the State in which the Respondent is incorporated is: New Jersey

7. That if the answer to question #6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.

8. That the names and address of the principals, officers, and shareholders of the Respondent are as follows:

Steven R Carn, President + CEO

Randall Arnold, Secretary + COO

(Use additional sheets if required)

9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true. YES

10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein. YES

Nature's Choice NJ LLC

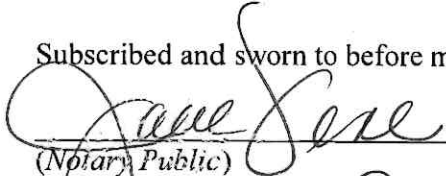
X 

(Respondent)

Steven R Carn, President

(Type or print name of affiant under signature)

Subscribed and sworn to before me this 6TH day of February 2024.


(Notary Public)

My commission expires

September 15, 2027

Article 3.05
Non-Collusion Affidavit

State of New Jersey

County of Somerset SS.

I, Steven R. Carn of the Township of Hillsborough, in the County of Somerset and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am President of the firm of Nature's Choice NJ LLC, the Proposer making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive Proposal in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Nature's Choice NJ LLC (N.J.S.A. 52:34-15).

Name of Contractor

Nature's Choice NJ LLC

X Steven R. Carn

(Sign Name Here) Steven R. Carn
President

Subscribed and sworn before me on this 6th day of February 2024.

[Signature]
(Notary Public)

My commission expires: September 15, 2027

Note to Notary: When completing this form, all notaries must: 1- Indicate date. 2. Indicate State. 3. Sign Name. 4. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: The person who signed the proposal form from the respondent should sign this form also.

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

NONE

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness:

Matthew Vastano
Matthew Vastano

2/6/2024
(Date)

Nature's Choice NJ, LLC
(Name of Company)

1106 Millstone River Road, Hillsborough NJ
(Address)

BY:

X Steven R. Carr
(Sign Name (Original Signature Only))

Steven R Carr, President
(Print Name & Title)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

PLEASE ^{SEE} SECTIONS 3 & 4

Matthew Vastano
(Witness) Matthew Vastano

2/6/2024
(Date)

Nature's Choice NJ-LLC
(Name of Company)

1106 Millstone River Rd
(Address) Hillsborough, NJ. 08844

BY: A. Stone
Sign Name (Original Signature Only)

STEVEN R. CARL, President
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

PLEASE SEE SECTIONS 3 & 4

Article 3.08

Qualifications of Personnel

Below provide the names of the personnel – both management, supervisory and non - supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

Copies of Certified Compost Facility Operator Certificates Must be Included For Each Person Who is Assigned to the Site

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

PLEASE see section 3


(Witness) Matthew Vastano

2/6/2024
(Date)

Nature's Choice NJ, LLC
(Name of Company)

1106 Millstone River Road, Hillsborough NJ
(Address)

BY: 
Sign Name (Original Signature Only)

STEVEN R. Carr, President
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.09
Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable
	PLEASE SEE section 4			

Article 3.10

***Consent of Surety
To Accompany Proposal***

_____ (hereinafter called Surety), organized and existing under the laws of
The State of _____ and duly authorized and qualified to transact business in the State
of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United
States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in
consideration, hereby certified and agrees that if the contract for which that attached Proposal is
made be awarded to _____ (hereafter called Contractor) for the performance
of certain work or supplying of certain materials, or both, as more particularly set forth in said
Proposal and described for purposes of this instrument as a Proposal for
_____ to the **TOWNSHIP OF WEST ORANGE** and if
Contractor shall enter into the contract with a bond in the full amount of the contract price.

PLEASE SEE section 6

(Name of Insurance Company)

(Address)

(Signature Attorney-In-Fact for Insurance Company)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

Article 3.11

Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

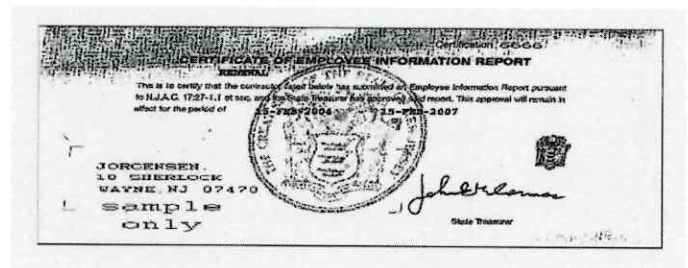
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

SEE Section 5



Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

http://www.state.nj.us/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

X Stn

Signature

President

Title

STEVEN R LAM

Print Name

Article 3.12

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF }

SS: Collection of Solid Waste & Recycling Bid

I, STEVEN R LARN

, am the PRESIDENT

(Name of Affiant)

(Identify Relationship to Bidder)

of the Nature's Choice NJ. LLC

(Name of Bidder)

and being duly sworn,

I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the contract for the said project.

I/we warrant that I/we have read Section 6.8 of these Specifications.

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.) and agrees to furnish the evidence of such compliance upon request.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township to damages arising therefrom. Nature's Choice NJ LLC

STEVEN R LARN

PRESIDENT

Name of Firm or Individual

Title

X STEVEN

2/6/2024

Signature

Date

Subscribed and sworn to before me

this 6TH day of February 2024

Notary Public of

My Commission expires 9/15 2027

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

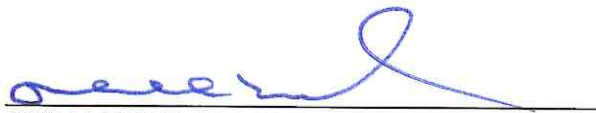
If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.


SIGNATURE OF CORPORATE SECRETARY
Randall Arnold

Randall Arnold, Secretary
PRINT NAME & TITLE
CORPORATE SECRETARY

By:

Nature's Choice NJ LLC
NAME OF THE RESPONDENT

1106 Millstone River Road
ADDRESS OF RESPONDENT
Hillsborough, NJ. 08844

973. 969. 3299 EXT. 201
TELEPHONE NUMBER


SIGNATURE

Matthew Vastano, Manager
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

① on 11/9/2023 NOV For Stockpile 5 Feet outside
Horizontal marker, violation was Remedied within
one hour of it being issued. (Please see attached)

no other Violation

Nature's Choice NJ. LLC

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years

X Stine
(Type or print name of affiant under
signature) Steven R. Carr, President

Subscribed and sworn to before me this 6TH day of February, 2024

[Signature]
(Notary Public)

My commission expires September 15, 2027

New Jersey Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement
NOTICE OF VIOLATION

File # _____
PI # _____

Program Interest: 132237 Site Address: 100 Baler Blvd.
Municipality: Kearny County: Hudson Zip: _____
Person Interviewed: Elmer Morales Title: Site operations

On 11/9/93 a representative from the NJDEP Bureau of Solid Waste Compliance and Enforcement (BSWC&E) conducted a compliance evaluation of the above Program Interest. This NOTICE is issued based on facts observed by or known to the Department's representative issuing this NOTICE, to warn you that a violation(s) of the Statutes and Rules checked below has been found:

- ☒ Solid Waste Management Act N.J.S.A. 13:1E-1 et seq. and rules at N.J.A.C. 7:26-1 et seq. and/or N.J.A.C. 7:26A-1 et seq. and/or N.J.A.C. 7:26G-1 et seq.
☐ Spill Compensation and Control Act N.J.S.A. 58:10-23, 11 et seq. and rules at N.J.A.C. 7:1E-1 et seq.

EXPLANATION OF THIS NOTICE - Violations with citation(s) to the specific Rules issued under the above checked Statutes:

Permit condition #76 The recycling center is authorized to store processed and unprocessed materials in the designated storage areas as shown on the approved site plan. Violation - leaves and unprocessed tree parts were being stored outside of the horizontal boundary at the back of the facility at least by 20 ft.
[N.J.A.C. 7:26A-3.2 seq]

- ☐ Violation above corrected at time of issuance ☒ See additional 1 (#) pages of **EXPLANATION OF THIS NOTICE**

PURPOSE OF THIS NOTICE - This is intended to serve as a NOTICE to you, to warn you of the above violations, in order to 1) provide you with an opportunity to voluntarily investigate the matter and, voluntarily take corrective action to address the identified violation(s) and 2) identify those violations, and time periods, pursuant to the Grace Period Law, N.J.S.A.13:1D-125 et seq. where your voluntary action can prevent formal enforcement orders and penalties issued by the Department (see violations marked with an asterisk above *). This NOTICE does not constitute a formal enforcement order, a final agency action or a final legal determination that a violation has occurred. Therefore, this NOTICE may not be appealed or contested.

Neither the issuance of this NOTICE nor any corrective actions taken by you to address the violation(s) cited, precludes the State of New Jersey or any of its agencies from initiating future enforcement action (including issuance of a formal enforcement order and the assessment of penalties) with respect to the violations listed above or for any other violations. In the event the Department determines to pursue future formal enforcement action, you will then be provided with an opportunity to appeal or contest such action.

RESPONDING TO THIS NOTICE - Voluntary corrective actions taken in response to this NOTICE can affect the Department's determination on the need for or severity of any potential future enforcement action in this matter. In accordance with the Grace Period Law, the Department will not assess a penalty against you for the violations marked with an asterisk * above, if you take voluntary action to address and correct these violations at the time of issuance, or within the time periods indicated in this NOTICE. For violations identified in this NOTICE that are not subject to the Grace Period Law, the Department may consider any voluntary actions you take in response to this NOTICE as part of its determination 1) on whether to initiate future formal enforcement action for this site/matter and, 2) on the amount of any penalty that may be assessed in future enforcement actions. Please see items checked below regarding actions you may voluntarily undertake to address violations identified in this NOTICE:

CORRECTIVE ACTION PAGE(S) - The Corrective Action Page(s) outlines the timeframes pursuant to the Grace Period Law during which you may voluntarily take action to come into compliance. Depending on the nature of violations cited in this NOTICE, corrective action or compliance assistance recommendations for violations that are not subject to the Grace Period Law may also be outlined on this form.

- ☐ Not Provided for this Notice
☒ See additional 1 (#) attached pages

COMPLIANCE RESPONSE FORM - Submission of a Compliance Response Form if checked below is voluntary. Completed forms should be sent to the Department contact indicated at the bottom of this NOTICE.

- ☐ Not Applicable
☒ If received within 30 days of receipt it will preserve your protection from penalty under Grace Period Law.
☐ If received within _____ days of receipt, it will be considered in potential future Department action regarding the violations cited.

FOR QUESTIONS REGARDING THIS NOTICE please contact the Department representative issuing this NOTICE at the location indicated.

Mall Code 09-01,
P.O. Box 420, Trenton, NJ 08625-0420
Tel: (609) 292-6305 Fax: (609) 292-4539

Issued by: Andrew Zasoski Date: 11/9/93 Signature: Andrew Zasoski
Received by (print): Elmer Morales Date: 11/9/93 Signature (receipt only): [Signature]

New Jersey Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement

NOTICE OF VIOLATION Attachment
CORRECTIVE ACTION PAGE (2 of 2)

Site Name NJSEA class B+C Date 11/9/23

Corrective Action: move stockpiles within the horizontal
boundary at the back of the facility

by 12/9/23 (date) OR 30 calendar day(s) from 11/9/23

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Issuer's initials AZ rec'd by initials LEM

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

“Pay to Play” – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27) (1) Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC’s website at www.elec.state.nj.us. (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

I have read the above statement and agree to be bound by its terms

PROPOSALDER: 15th
SIGNATURE Steven R. Carn

TITLE: President

FOR: Nature's Choice NJ, LLC
CONTRACTOR

Sworn to and subscribed before me on this 6th day of February, 2024.
[Signature]
(Notary Public)

My commission expires on September 15, 2027

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

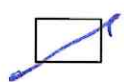
Proposer: Nature's Choice NJ LLC

PART 1: CERTIFICATION

BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to N.J.S.A. 52:32-55 and any amendments thereto, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf>. Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to N.J.S.A. 52:32-55 and any amendments thereto, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.**

OR



I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____	
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date: _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of West Orange is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of West Orange to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of West Orange, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Steven R. Carn

Signature: X 

Title President

Date: 2/6/2024

Date: _____

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, Steven R Carn, am the President
(Name of Affiant) (Identify Relationship to Proposer)
of the Nature's Choices NJ. LLC and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

NATURE'S CHOICE NJ LLC

Steven R. Larn

Name of Firm or Individual

President

Title

X St Rn

Signature

2/6/2024

Date _____

Subscribed and sworn to before me

this 6th day of February 2024

Carol Anne
Notary Public of Monmouth County

My Commission expires September 15, 2024

Article 3.21

Proposal Bond Form

See section 6

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u># 1</u>	<u>1/29/2024</u>	<u>SC/MV</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☐

No addenda was received. (please check off if no addenda received)

Acknowledged for: Nature's Choice NJ. LLC
(Company Name)

By: X [Signature]
(Signature of Authorized Representative)

Name: STEVEN R. CARR
(Print)

Title: President

Date: 2/6/2024

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

ADDENDUM NO. 1

TO

RFP FOR THE OPERATION OF THE TOWNSHIP OF WEST ORANGE RECYCLING CENTER

To all concerned:

The original RFP for the above project issued on January 19, 2024 is hereby amended by this Addendum No. 1. All vendors who obtained the RFP on or prior to the date of this Addendum No. 1 will be provided this Addendum as required. The Addenda Acknowledgement form in the RFP must be completed. This Addendum No. 1 shall become part of the original RFP and is to be attached thereto. ANY CHANGES NOTED HEREIN SUPERSEDE THE ORIGINAL RFP.

Unless specifically provided otherwise, changes are identified as follows:

Items underlined are additions while items marked with (strike-through) are deletions.

Amend Section 1.08.4 as Follows:

Any Proposal submitted shall be for a three (3) year contract to commence (March 1, ~~2024~~) May 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year.

Amend Section 2.2.2 as Follows:

The current site plan is shown in Appendix "A." Respondents are advised that this plan may be modified by the successful Proposer as specified in Section 2.1.3.

1/29/2024

\$97.20

1082103-01

Article 3.23

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

See Section 5

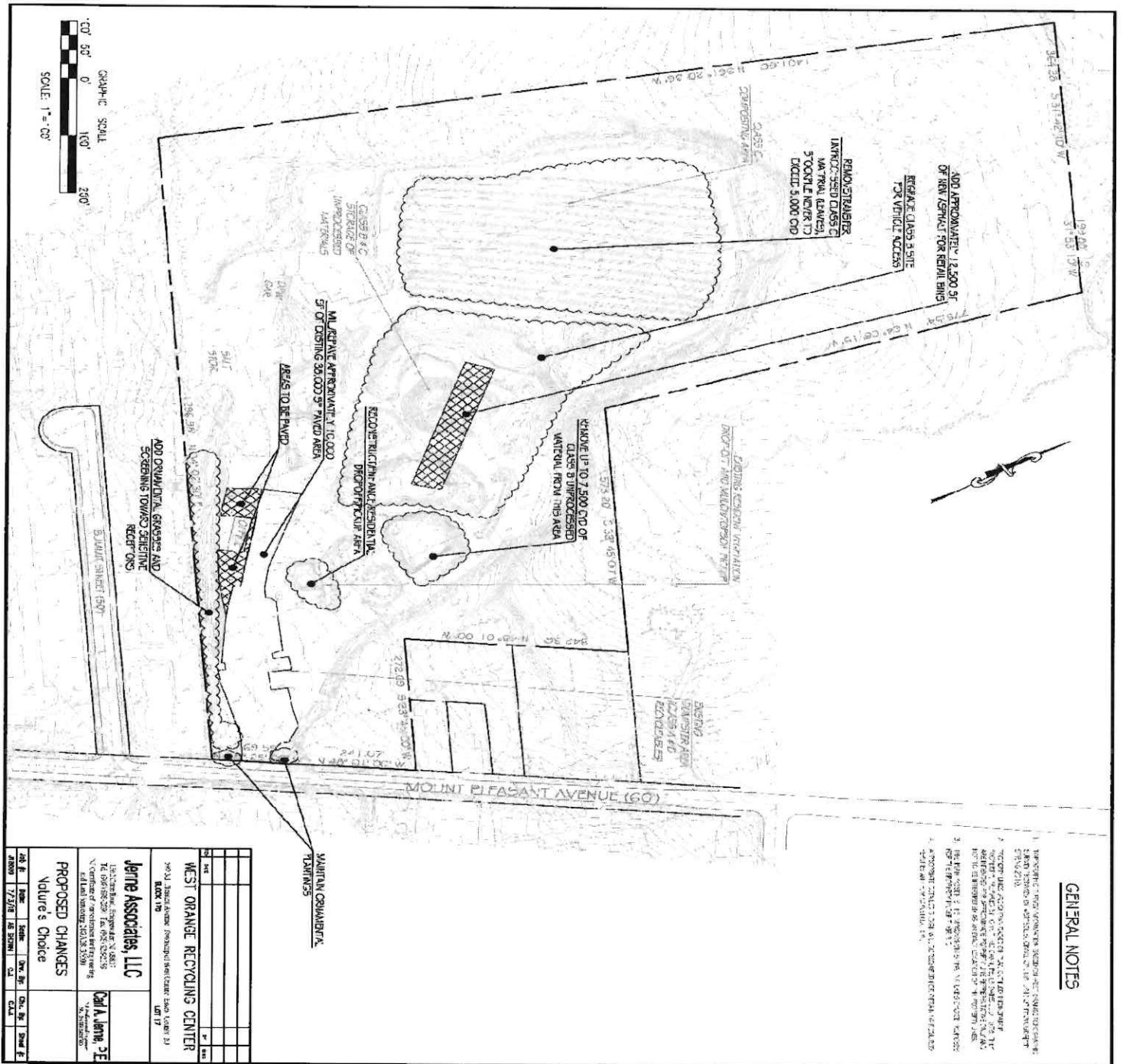
APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

See Section 7

Appendix “A”



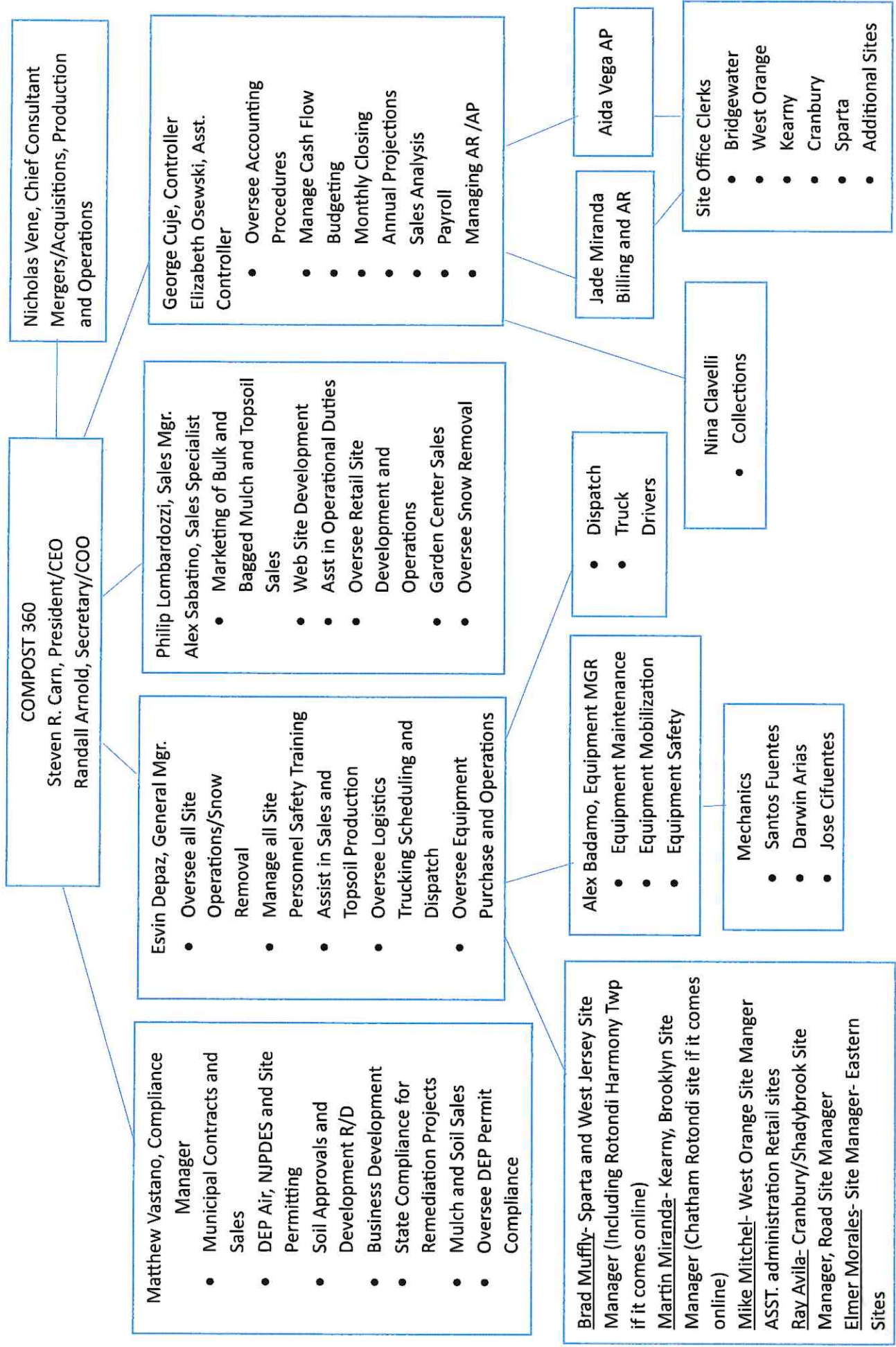
Appendix "B"

SITE IMPROVEMENT PLAN

See section 7

TO BE SUPPLIED BY THE VENDOR

Section 3: Company Organizational Chart
Management and Personnel Resumes and Bios
Rutgers Compost Certifications



Steven R Carn – Chief Executive Officer

Steven R Carn is the Chief Executive Officer, President, and a member of the Board of Directors of Compost360 Acquisition, LLC and President of Natures Choice NJ, LLC, and its related entities since August 2023. Prior to his current role, Mr. Carn served as Chief Financial Officer for Advanced Disposal Services Inc., a publicly traded environmental services company from August 2006 to October 2020. Mr. Carn joined Advanced Disposal in April 2001 and served as Chief Accounting Officer until August 2006 when he was promoted to Chief Financial Officer. Mr. Carn is a CPA with over 20 years of financial and operational experience in the environmental services industry growing a vertically integrated decentralized solid waste company from start-up to 4th largest solid waste company in the U.S. with revenue of \$1.6 billion operating in 16 states with 6,100 employees. Prior to joining Advanced Disposal, Mr. Carn served for three years as Chief Financial Officer of Town Star Food Stores, LLC, a convenience store business with over \$30 million in annual revenues. Prior to his service with Town Star, Mr. Carn served as Senior Consultant with CFO Services, Inc., a company engaged primarily in providing temporary chief financial officer services to emerging companies in the Jacksonville, Florida area. Mr. Carn began his career as an accountant with Ernst & Young in 1987. Mr. Carn graduated from The Ohio State University with a bachelor's degree in Business Administration in 1987 and is a certified public accountant in Ohio.

Randall T. Arnold
Biography

Randall (Randy) T. Arnold has served as Chief Operating Officer (COO) for Compost 360 Acquisition, LLC and Secretary for Natures Choice NJ, LLC, and its related entities since August 2023. Prior to his current role, Mr. Arnold was sole / managing member of A3M Trucking, LLC for the period 2021 – 2023 providing logistical and infrastructure development consulting services to private companies. Mr. Arnold previously served as Senior Vice President (SVP) for Advanced Disposal Service, Inc. for the period 2006 – 2021.

Advanced Disposal was a solid waste and recycling company with \$1.5B in annual revenue. Advanced was private until its' initial public offering in 2016. Mr. Arnold's roles with Advanced were broad in scope and included strategic oversight of the company's landfill operations, compost facilities, transfer stations, material recovery facilities (MRF's), and collection services lines of business. Mr. Arnold participated extensively in the company's capital management, mergers, and acquisitions (M&A), Environmental Health and Safety (EH&S) and Best Management Practices (BMP) programs.

Prior to Advanced Disposal, Mr. Arnold served in leadership roles for Allied Waste Industries (dba Browning Ferris Industries) including interim Assistant Region Vice President, District Manager and Area Operations Manager. Randy's experience includes tenure with Waste Management, Inc. performing duties as a Division President and Region Director of Operations. He began his career in the solid waste and recycling industry in 1991 following his graduation from the University of Alabama with a degree in business management.

MATTHEW A. VASTANO

Cell Phone: [REDACTED] Work Phone: 973-969-3299 Fax: 732-469-0054
Email: mvastano@natureschoicecorp.com

QUALIFICATIONS

Possesses the skills to identify organizational needs to promote more efficient day-to-day operations. Includes writing specifications for projects, equipment, services necessary to accomplish organizational goals.

Intuitive sense for compromise in all types of negotiations including but not limited to labor unions, public relations and contractual performance. Possess's superior communication skills with individuals from all sectors of society.

Ability to initiate new procedures to an existing organization with minimal resistance. Staying informed to the most recent technological advances available to increase organizational efficiency.

WORK HISTORY

1999- Present Executive Vice President, Nature's Choice Corporation

- Responsible for securing and maintaining all municipal contracts.
- Assist municipalities with the developmental of recycling programs with the emphasis on yard waste.
- Design and write specifications for yard waste and other recyclable collection.
- Prepare and implement budgeting for various municipal programs.
- Assist municipalities in cost analysis and business evaluation.
- Obtain and submit all information required by NJDEP, PADEP, NYDEP for securing permits, and other required regulatory documents.
- Produce and present recycling proposals to municipal government.

1992-1999 President, Applied Compost Technologies Inc.

- Founder of vegetative waste recycling company.
- Responsible for all aspects of company operations.
- Duties included sales, marketing, production and labor.
- Gross sales of two million dollars with fifteen employees.
- Nature's Corporation purchased the company in 1999.

1988-1992 Director of Operations, Middlebush Compost, Inc.

- Responsible for major implementation duties relating to planning, engineering, design, permitting and construction.
- Daily interface with professional planners, municipalities, and NJDEP acceptance.
- Analyzing site characteristics for feasibility studies.
- Developing trade and marketing information for advertising.
- Produced proposals for municipalities and counties for compost permits.
- Assist clientele in permitting of compost facilities with New Jersey. Including siting, design, technology, capacity, marketing and product development.

EDUCATION

Bachelor of Science , Agriculture, University of Maryland, 1985.
Secondary field in Business Administration.

HONORS

- Commendation from the University for performance in the Maryland Longitudinal Study.
- Member of Zeta Psi National Fraternity, Vice President of Chapter, Membership Chairman.

LICENSES AND CERTIFICATES

- Member of the Associates of New Jersey Recycler.
- Instructor for Rutgers University for Compost Certification Course.
- Speaker at many recycling seminars sponsored by Middlesex County, Morris County, and Bergen County Municipal Utilities Authority.

Eddie DePaz (General Manager)

Eddie is responsible for all operations for Nature's Choice Corporation/Reliable Wood Products facilities including company transportation scheduling deliveries in company owned trucks or trucks of independent owner operators to inter-site transfers. He is familiar with state and federal regulations.

Eddie has been employed by Nature's Choice /Reliable Wood Products for 25 years and is familiar with all aspects of the business operations. All of Eddie's skills were developed from the ground up and within the recycling business. He speaks Spanish and English fluently and is familiar with are bagged topsoil, compost, and mulch as well as bulk deliveries of those products.

Mike Mitchell- West Orange Exempt Class B &C Site Manager

Mike has been the West Orange recycling facility manager since March of 2008 and is responsible for the day-to-day operations of the facility. Prior to his present position Mike was the manager of Nature's Choice 's / Reliable Woods Class B recycling facility in Cranbury NJ. He has over 17 years of recycling facility management experience including the marketing and recycling of Class A materials (i.e. co-mingle plastics , co-mingle glass , paper, card board, tires etc.). Mike is also in charge of running the Convenience Center at the West Orange Facility making sure all residents can recycle in safe secure environment and has completed the Compost Operators Certification Course.

Alex Badamo (Equipment Manager)

Alex is a veteran of the Navy and is a retired Fire Fighter from the Township of Hoboken. He is responsible for all equipment condition, operation, and maintenance records and reporting. Alex is experienced in the most efficient use of equipment by maintaining equipment operating conditions at each facility to maximize production and quality. His career as a professional firefighter is invaluable in monitoring and remediating storage pile conditions when spontaneous combustion of chip sand wood piles area at its highest potential. Alex is also familiar with producing different products, including dyed mulches, compost, and topsoil blended to specification. (resume attached)

ALEX BADAMO

30 KENTUCKY WAY, FREEHOLD, NJ 07228
PHONE: [REDACTED] EMAIL: abadamo@natureschoicecorp.com

OBJECTIVE

To obtain a position in a professional environment utilizing my various business experience and skills.

EXPERIENCE

- | | | |
|----------------|--|---------------|
| 1995 – Present | Reliable Wood Products/ Nature's Choice Corp. | Middlesex, NJ |
| | <i>Operations Manager</i> | |
| | <ul style="list-style-type: none">• Responsibilities of day to day operations consisting of overseeing daily production of employees.• Site management of six different location throughout New Jersey.• Coordinating maintenance on all machinery and equipment.• Ordering all parts and material to complete repairs and preventive maintenance of all equipment in the company.• Dispatching mechanics and overseeing all repairs to equipment.• Purchasing all parts and materials to keep equipment performing properly.• Assist site managers with daily production and safety for all employees.• Responsibilities consist and are not limited to interacting with NJ DEP inspectors and local fire inspectors to ensure safety of all employees.• Prepare and process DOT permits to transport overweight and over width heavy equipment throughout the state such as: dozer, excavator, wheel loader, skid steer, articulated haul truck, horizontal wood grinder, morbark tube grinder, screening plant, finlay stacking conveyors and fecon coloring equipment. | |
| 1996 – 2015 | Hoboken Fire Department | Hoboken, NJ |
| | <i>Fire Fighter (Retired)</i> | |
| 1982 – 1988 | Military Service, US Navy | |

REFERENCES

Eddie de Paz
Office Manager/ Logistics Manager, Nature's Choice Corp.
(201) 268-9421

[REDACTED]

THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the completion of

**New Jersey Compost Operator
Certification Course**

February 4, 1998
0.6 CEUs

Edward V. Lipman, Jr.

Edward V. Lipman, Jr.
Director
Continuing Professional Education



Zane R. Helsel

Zane R. Helsel
Director
Rutgers Cooperative Extension



THE STATE UNIVERSITY OF NEW JERSEY
RUTGERS
COOK COLLEGE
CONTINUING PROFESSIONAL
EDUCATION

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the Completion of
PWANJ/APWANJ Leaf Collection Symposium

September 18, 2003

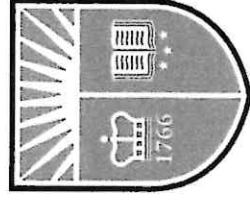
CPWM Approval # 5636
2 Technical, 2 Management & 1 Government

0.6 CEUs

Edward V. Lipman Jr.,
Director
Continuing Professional Education



Dr. Maryn Malinowski
Dean of Outreach
And Extension Programs



RUTGERS

**The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education**

Presents this certificate to

Esvin E. De Paz

For successfully completing the requirements of

New Jersey Compost Operator Certification Course

September 24, 2019

0.6 CEUs | 6 Contact Hours

A stylized, handwritten signature in dark ink.

Robert M. Goodman
Executive Dean of Agriculture & Natural Resources

A stylized, handwritten signature in dark ink.

Kenneth M. Karamichael
Director, Office of Continuing Professional Education

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Mike Mitchell

For successfully completing the requirements of

NJ Compost Operator Certification Course

May 2, 2008
00.6 CEUs

Edward V. Lipman, Jr.

Edward V. Lipman, Jr.
Director
Office of Continuing Professional Education

Mark G. Robson

Mark G. Robson
Director
New Jersey Agricultural Experiment Station

Section 4: Site Operation Experience

Site Permits for Overflow

Equipment List

Marketing Service Plan

Scope of Work

Fire Control Plan

NATURE'S CHOICE EXPERIENCE NARRATIVE

Class B & C Facility:

Nature's Choice/ Reliable Wood Products (NCRWP) has been recycling yard waste since 2003 and manages many municipal organic waste programs and facilities. Successful organic recycling depends on maintaining best practices, so the end products are attractive and sought after in the marketplace. That is the approach NCRWP follows at its facilities, whether owned or managed. NCRWP's staff includes certified compost operators, weigh masters and experienced equipment operators and truck drivers, most of whom have been with the company for over fifteen (15) years. It is imperative that the composting environment be maintained at optimum levels and that any deviation to the composting conditions be addressed and corrected immediately.

All equipment and site activity will have designated supervisors monitoring facility conditions, including maintaining compliance with the NJDEP rules and regulations, monitoring any potential negative impacts to the windrows. Leachate runoff, vector control, compliance with safety procedures, equipment condition and maintenance, and generally maintaining a safe working environment are all factors that NCRWP will monitor for a successful compost operation. The supervisor will also keep a daily log of inbound and outbound materials and document activities for work performed. Equipment maintenance will be the responsibility of the equipment manager. The West Orange facility has specific needs and NCRWP will identify any shortfalls in those operations and work to correct the deficiency to improve recycling goals. That also includes the Class A operation at the West Orange Facility.

Class A Recycling/ Convenience Center:

NCRWP has been involved with recycling Class A recyclables for over twenty (20) years. It started with paper, cardboard, plastic, and glass and has expanded to many other commodities such as tires, metal, electronics etc. Since NCRWP has been managing the West Orange convenience center, with the support from the mayor and council it has become the recycling hub for the residents to recycle paper, metal, tires, commingle plastic and glass, and electronics in a safe manner. All marketing of the commodities is performed in-house with NCRWP equipment and personnel. NCRWP wants to make it an easy and safe visit for all residents by keeping staff at the facility to assist residents in placing all recyclables in the correct containers. This will create an efficient and proper recycling experience which in turn gives the township the highest recycling tonnage to report to the state and maximize the tonnage grants.

It is extremely important to give residents a positive experience at the convenience center to increase the mandated recycling the state has implemented. NCRWP is looking to expand the convenience center to recycle additional non-putrescible material hence increasing West Orange's recycling percentage.

Attached is a list of public and private entities that NCRWP provides the recycling for Class A, B and C materials:

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

EXPERIENCE/ REFERENCES

1. Leaf and/or Grass Disposal Services of Middlesex County SERVICE PERIOD
Middlesex County Improvement Authority **24 YEARS**
Jim Polos/Paul Mataserra-609-655-5141
55 Edgeboro Road **Amount- 1.75 million**
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
Phone: 732-628-0221

2. Yard Waste Management
City of Englewood Cliffs **5 YEARS**
Mark Neville, Recycling Coordinator
342 Hudson terr. **Amount- \$100,000**
Englewood NJ
Phone: 201.568.0242

3. Yard Waste Management 20 YEARS
Township of Montclair
Rob Bianco, Superintendent
219 North Fullerton **Amount -\$500,000**
Montclair, NJ 07042
Phone: 973-783-5600

4. Yard Waste Management 15 YEARS
Borough of Bergenfield
Neil Superintendent
198 North Washington Avenue **Amount-\$275,000**
Bergenfield, NJ 07601
Phone: 201-357-4055
310,000/yr – 2 Year Contract – Pop. 26,000

5. Yard Waste Management 5 years
Township of Bloomfield
Frank 973-418-3684 **Amount - \$200,000**
1 Municipal Plaza
Bloomfield, NJ 07003

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

- | | |
|-----------------------------------|--------------------------|
| 6. Yard Waste Disposal | 2 YEARS |
| Township of Teaneck | |
| 818 Teaneck Road | \$400,000 |
| Teaneck, NJ | |
| Travon Romeo | |
| (201) 837-1600 Ext. 1727 | |
| | |
| 7. City of Orange | 2 year \$100,000 |
| 29 North Day Street | |
| Orange, NJ 07050 | |
| 973.266.4030 | |
| | |
| 8. Borough of Elmwood Park | 2 year \$100,000 |
| 182 Market Street | |
| Elmwood Park, NJ 07407 | |
| 201.796.1457 ext.20 | |
| | |
| 9. PSEG | 5 year 3,000,000 |
| 4000 Hadley Road | Recycle wood timber mats |
| So. Plainfield, NJ 07080 | |
| John Cataldo | |
| 973.454.2217 | |

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC SITE

BAGGING REFERENCES

- | | |
|---------------------------|----------------------------------|
| 10. Scotts Company | |
| Don Dugger-434-774-1438 | |
| Don.dugger@scotts.com | 5 year |
| 20 Industrial Park RD | |
| PO box 143 | Amount- 3 million dollars |
| Lebanon CT 06249 | |
| 800.811.2543 | |

11. **Oldcastle Lawn and Garden**

Jim McKay- 207-754-5502

Jim.mckay@oldcastle.com

481 Spring Water Road

PO BOX 527

Poland, ME 04274

5 YEAR

Amount 3 million dollars

RECYCLING FACILITY MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**
Transfer Site Management **12 YEARS**
411 Chimney Rock Road
Bridgewater NJ 08807 **Amount- 1.2 Million**
Richard Shimp-908-725-6300
- **New Jersey Sports and Exposition Authority (NJSEA)** **18 YEARS**
Multi Class NJDEP CLASS C AND B site management
One Dekorte Park Plaza
Lyndhurst, NJ 07071 **Amount-4.0 million**
Tom Marturano- 201-460-4613
- **Waste Management /NY Parks Dept.** **13 years**
Brooklyn Recycling Yard
78 Thomas Street
Brooklyn NY **Amount- \$700,000**
Jay Kaplan- 718-533-5310
- **Compost Site Management** **15 YEARS**
Town of West Orange
86 Main St. **Amount -3 million**
West Orange, NJ 07052
Phone: 973.325.4155
Lenny Lepore
- **Reliable Wood Products Class B recycling facility** **20 years**
234 Broadway Road
Cranbury NJ
Phone: 973.969.3299
- **Reliable Wood Products class B Recycling Facility** **10 years**
506 Houses Corner Road
Sparta, NJ
Phone:973.969.3299

- Township of Woodbridge**
mulch
Municipal Building
1 Main Street
Woodbridge NJ
Phone: 732-668-8425
Bobby

5 years playground

\$50,000
- Rutgers University**
topsoil
James Erdogdu, MPA, CEF
Assistant Director, Grounds Operations
Institutional Planning and Operations
University Facilities
james.erdogdu@rutgers.edu | 848.445.6714

20 years mulch and

Supply
- RAC Landscaping**
supply
PO BOX 2011
Secaucus, NJ
Phone: 201.988.2189
Roberto

Playground mulch
- Nature's Choice Corporation**
White Township
NJDEP Class C Recycling Facility
50 Foul Rift Road
White Twp, NJ

1992-2012



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438
Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

Reliable Wood Products, LLC

Facility Type:	Class B Recycling Center
Block & Lot Nos.:	Block 5, Lot 25
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBG180002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

December 13, 2019
Issuance Date

Karen Kloo

Karen Kloo, Chief
Bureau of Recycling & Hazardous Waste Management

January 24, 2024
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (brush, stumps, tree parts, leaves, and non-chemically treated and unpainted wood) receipt, storage, process, and transfer by **Reliable Wood Products, LLC** located in South Brunswick Township, Middlesex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Items 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Items 41 through 68 of this approval contain general operating requirements for all recycling centers for receipt, storage, processing, or transfer of Class B recyclable materials; and specific conditions applicable to the operations of the recycling center.

Facility Description

The recycling center is a Class B Recycling Facility. The recycling center is located at 234 Broadway Road on Block 5, Lot 25 in South Brunswick Township, Middlesex County. This regional recycling center receives brush, stumps, tree parts, leaves and wood (non-chemically treated and unpainted) from municipalities, county and landscapers. The recycling center is authorized to receive, store, process, and transfer wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves from 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. Leaves may only be received between October 1st and May 31st. All leaves accepted shall be stored in the unprocessed stockpile area as noted on the approved site plan and shall be processed at a ratio deemed appropriate by the facility of wood chips to leaves.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

1. Site Plan: prepared by Omland Engineering Associates, Inc., signed and sealed by Stanley T. Omland, P.E., NJ license number 30696, dated February 20, 2008, last revised on June 30, 2008.
2. Application for Recycling Center General Approval Renewal dated October 4, 2018 signed by Eugene J. Ciarkowski, Executive Vice President, Reliable Wood Products, LLC.
3. Type 3 Fire Safety Permit for Reliable Wood Products, LLC approved by John J. Funcheon, Fire Marshal, Township of South Brunswick Fire Safety Bureau, dated June 21, 2019.
4. Reliable Wood Products, Inc., Request for Transfer of Ownership dated December 29, 2006 signed by Nicholas Vene of Reliable Wood Products, LLC.
5. Middlesex County Solid Waste Management Plan inclusion of ODACO, Inc. Class B Recycling Facility located at 234 Broadway Road, Block 5, Lot 25, in the Township of South Brunswick, certified by the Commissioner of the Department of Environmental Protection on June 4, 1993.
6. Amendment to the Middlesex County Solid Waste Management Plan approving change in ownership of ODACO, Inc. Class B Recycling Center in South Brunswick to Reliable Wood Products, LLC, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated April 27, 2007.
7. Amendment to the Middlesex County Solid Waste Management Plan approving the receipt of leaves at Reliable Wood Products, LLC Class B Recycling Center in South Brunswick, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated March 3, 2009.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

RELIABLE WOOD PRODUCTS LLC
132312 CBG180002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132312 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19, or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

RELIABLE WOOD PRODUCTS LLC
132312 CBG180002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132312 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: Mail Code 401-02C, New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]
13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]
20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

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21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)3]
30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

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31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A- 3.17(f)]
34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]
38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A- 1.7(b)]

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39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]
40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the holder of this general approval shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of recyclable materials received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the holder of this general approval is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A- 3.5(e)]

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41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center. [N.J.A.C. 7:26A-3.5(e)]
42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves. [N.J.A.C. 7:26A-3.5(e)]
43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]
44. The recycling center may receive, store, process, or transfer source separated wood (non-chemically treated and unpainted), brush, stumps, tree parts, and leaves separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]
45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]
46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]
47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

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48. In case of conflict, the conditions of this approval shall have precedence over the general approval application documents, and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26A-3.5(e)]
49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]
50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. [N.J.A.C. 7:26A- 3.5(e)]
51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]
52. Reliable Wood Products, Inc. recycling center may receive no more than 300 tons per day of wood (non-chemically treated and unpainted), brush, stumps, tree parts and 75 tons per day of leaves. Leaves may only be received between October 1st and May 31st. [N.J.A.C. 7:26A-3.5(e)]
53. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]
54. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]
55. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]
56. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile above the existing grade:
Unprocessed Wood Stockpile #1 - 20 feet
Processed Wood Stockpile #2 - 20 feet
Unprocessed Wood Stockpile #3 - 20 feet
Processed Wood Stockpile #4 - 20 feet. [N.J.A.C. 7:26A- 3.5(e)]
57. Ingress and egress of the facility shall be restricted to Broadway Road only. [N.J.A.C. 7:26A-3.5(e)]
58. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]
59. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

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60. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such material may be returned to a known generator, provided that specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]
61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]
62. Pursuant to N.J.A.C. 7:26A-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Stormwater Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.2(a)18]
63. If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

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64. The following equipment are authorized for the receipt, storage, processing or transferring of the Class B recyclable material:

1. 790 Finaly Screener
2. 790 Finaly 80 ft. Stacker
3. 1352 Diamond Z Grinder
4. Two WA 380- 6 Komatsu Wheel Loader
5. 773 Melore Bobcat
6. 230 LC John Deere Excavator
7. Fecon Color Machine
8. Cat IT 14G Loader

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced. [N.J.A.C. 7:26A- 3.5(e)]

65. The facility shall be permitted to receive 75 tons per day of leaves between October 1st and May 31st of each year. The leaves shall be accepted in loose or biodegradable bag from municipalities, county contractors and landscapers. If occasionally received in plastic bag, the bags shall be removed and placed in residue bin.

All leaves accepted shall be stored in the unprocessed stockpile area as noted on the approved site plan.

All leaves accepted shall be processed with the first grind wood within 48 hours. [N.J.A.C. 7:26A- 3 .5(e)]

66. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that area(s) maximum authorized storage capacity. [N.J.A.C. 7:26A- 3.5(e)]

67. The recycling center is authorized to store unprocessed and processed materials in the designated storage areas with capacity limitations as shown on the approved site plan. The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:

Unprocessed Wood Stockpile #1 - 43,339 Cubic Yards
Unprocessed Wood Stockpile #3 - 23,090 Cubic Yards

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:

Processed Wood Stockpile #2 - 15,064 Cubic Yards
Processed Wood Stockpile #4 - 17,676 Cubic Yards. [N.J.A.C. 7:26A- 3.5(e)]

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68. In the event that the unprocessed material storage area(s) has reached its maximum authorized capacity, the recycling center shall immediately cease receiving additional unprocessed material until the amount of unprocessed material stored onsite falls below the total authorized unprocessed material storage capacity. [N.J.A.C. 7:26A- 3.5(e)]

Reliable Wood Products LLC - Administrative Completeness Notification for Pending Class B Renewal

Murray, Daniel [DEP] <Daniel.Murray@dep.nj.gov>

Fri 10/6/2023 10:50 AM

To: Matt Vastano <mvastano@natureschoicecorp.com>; edepaz@natureschoicecorp.com <edepaz@natureschoicecorp.com>

Cc: Patel, Rakesh [DEP] <Rakesh.Patel@dep.nj.gov>; Smith, Paul [DEP] <Paul.Smith@dep.nj.gov>; Gard, Diane [DEP] <Diane.Gard@dep.nj.gov>; Nader, Nicholas [DEP] <Nicholas.Nader@dep.nj.gov>

Re: Notice of Administrative Completeness
Class B Recycling Center General Approval - Renewal
Reliable Wood Products, LLC
Block 5, Lot 25
Township of South Brunswick, Middlesex County
Facility No.: 132312; Permit No.: CBG230002

Dear Mr. Vastano:

The Bureau of Recycling and Hazardous Waste Management (the Bureau) is in receipt of a Class B Recycling Center General Approval Renewal Application dated August 15, 2023 for the above referenced facility. The application proposes no changes to the currently authorized operations.

The Bureau has completed a review of the application to determine if the submittal is administratively complete pursuant to N.J.A.C. 7:26A-3.5. Upon review, the Bureau has determined the application for the renewal of the Recycling Center General Approval is ADMINISTRATIVELY COMPLETE.

In addition, all conditions of the existing General Approval for the facility will remain effective pursuant to N.J.S.A. 52:14B-11 until such time that the Bureau reaches a final decision on the issuance of the General Approval Renewal.

If you have any questions concerning this correspondence please contact me at (609) 777-0176, or by email at Daniel.Murray@dep.nj.gov.

Respectfully,

Daniel Murray

NJ Department of Environmental Protection
Bureau of Recycling & Hazardous Waste Mgmt.
401 E. State Street P.O. Box: 420, MC: 401-02C
Trenton, NJ 08625-0402
Office: (609)-777-0176
Cell: (609)-913-6832



We Bring the World to New Jersey

Mr. Mathew Vastano
Executive Vice President
Nature's Choice Corporation
398 Lincoln Boulevard
Middlesex, NJ 08846

RE: NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
VEGETATIVE WASTE TRANSFER FACILITY

Gentlemen:

This letter shall confirm that the Nature's Choice Corporation has been the operator of the NJSEA (formerly NJMC) Vegetative Waste Transfer Facility since September 26, 2012.

Should you have any questions, please contact our office.

Very truly yours,

Thomas Marturano, P.E., P.P.
Director, Solid Waste &
Natural Resources



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438 | Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Facility Type:	Recycling Center - Multi Class
Lot & Block Nos.:	Lot: 10; Block: 149
Municipality:	Kearny
County:	Hudson
Facility ID No.:	132237
Permit No.:	REC190002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438 | Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

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NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

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Lot & Block Nos.:	Lot: 10; Block: 149
Municipality:	Kearny
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Permit No.:	REC190002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling

Scope of Approval

This General Approval along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Multi-Class recyclable material (leaves, grass, brush, tree parts, etc.) receipt, storage, transfer and processing by the New Jersey Sports and Exposition Authority (NJSEA) in Kearny Town, Hudson County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 62 of this approval contain the general requirements applicable to the Class B and C operations at the facility. Conditions 63 through 72 of this approval contain the specific requirements applicable to the Class C recyclable materials at the facility. Conditions 73 through 79 of this approval contain the specific requirements applicable to the Class B recyclable materials at the facility.

Facility Description

The recycling center is owned by the New Jersey Sports and Exposition Authority. The New Jersey Sports and Exposition Authority has contracted with the Nature's Choice Corporation to operate this recycling center for use as a regional site. The recycling center is located on a portion of the 1-E Sanitary Landfill in Kearny Town, Hudson County. Access to the recycling center is by Baler Boulevard located off of Belleville Turnpike. This regional recycling center receives leaves, grass clippings, tree parts and brush from municipalities, haulers, landscapers and commercial generators located within the northern region of New Jersey. The recycling center is authorized to accept, store, process or transfer recyclable materials Monday through Friday 7:00 AM to 4:00 PM and Saturday 7:00 AM to 1:00 PM.

The recycling center may receive, store, process or transfer leaves and grass clippings separately or in a commingled manner, and receive, store, process or transfer brush and tree parts separately or in a commingled manner. Tree parts and brush delivered to the site are processed through a tub grinder as needed for sale, and leaves and grass clippings are transferred to other approved recycling centers. The recycling center site is also utilized for equipment storage as shown on the site plan.

Approved General Approval Application and Associated Documents

The holder of this General Approval shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

- (1) Site Plan: NJMC Sheet 3 of 5 dated September 19, 2003, last revised September 22, 2011 signed by Thomas Marturano P.E., P.P.
- (2) Type-III Fire Safety Permit issued by the State of New Jersey Department of Community Affairs Bureau of Fire Code Enforcement dated December 6, 2019.
- (3) NJSEA letter dated September 23, 2019 signed by Jeffrey M. Zielinski, P.E., AP, CFM, LEED Senior Engineer requesting Renewal of Class B/C General Approval.
- (4) NJMC letter dated May 1, 2013 signed by Christopher L. Dour, P.E., P.P. Supervisor/Solid Waste Operations requesting Class B/C General Approval Modification declaring Nature's Choice as the site's new operator.
- (5) NJMC Vegetative Waste Transfer Facility Revision to the Recycling Center General Approval, Operations and Maintenance Plan dated May 1, 2013 signed by Christopher L. Dour, P.E., P.P.
- (6) HMDC letter dated February 24, 1998 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated November 5, 1997.
- (7) HMDC letter dated August 1, 1997 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated July 8, 1997.
- (8) HMDC letter dated June 20, 1997 signed by Christopher Dour supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's letter dated April 7, 1997.
- (9) Hackensack Meadowlands Development Commission approved Solid Waste Management Plan (District Plan) certified by the Commissioner of The Department of Environmental Protection on July 31, 1980.
- (10) Administrative Action letter dated May 26, 2004 approved by the Bureau of Licensing and Planning inclusion to the County Plan eliminating the NJMC's composting operation and to only include the acceptance, storage, process and transfer of vegetative waste and sale of finished material atop the NJMC 1-E Landfill.

- (11) New Jersey Statutes Annotated Title 5. Amusements, Public Exhibitions and Meetings (Refs & Annos) Chapter 10A. Hackensack Meadowlands (Refs & Annos) I. Hackensack Meadowlands Agency Consolidation Act N.J.S.A. 5:10A-4 5:10A-4 stating that the New Jersey Meadowlands Commission shall now be known as the New Jersey Sports and Exposition Authority.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

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Requirements Report

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1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

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10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Mail Code. Box 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]
13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]
20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

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21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]
30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

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31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]
34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]
38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

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39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]
40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

41. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]
42. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A- 3.5(e)3]
43. Recycling center operations shall be limited to the following schedule:
- Monday-Friday 7:00 AM to 4:00 PM
Saturday 7:00 AM to 1:00 PM. [N.J.A.C. 7:26A-3.5(e)3]
44. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A- 3.5(e)3]

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Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

45. The following equipment are authorized for the receipt, storage, processing or transferring of the Class B/C recyclable material:

- 2 - 921 case rubber tire loaders or equivalent
- 1 - 300 doosan rubber tire loader or equivalent
- 1 - 225 doosan excavator or equivalent
- 1 - 1463B tubgrinder
- 1 - 7000 horizontal grinder
- 1 - doppelstadt 720 trommel screener

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.

The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. [N.J.A.C. 7:26A- 3.5(e)3]

46. Requisite recycling center operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)3]
47. The material operational and processing areas, storage/stockpile areas and access road(s) shall be maintained in accordance with the relative slopes shown by the topographic contours indicated on the approved Operational Area Plan (site plan) for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A-3.5(e)3]
48. Each load received for processing or transfer in the Alternative Vegetative Waste Processing & Transfer Area shall be inspected in accordance with the inspection plan provided in the Operations & Maintenance Plan dated May 2013. This plan specifies that loads received will be inspected prior to processing and that contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the inspection of the material, loads containing leaves, grass or mixed yard waste shall be directed to the two areas identified as "Grass/Mixed Yard Waste" on the approved site plan for further processing or transferred offsite within three calendar days of receipt to other approved recycling centers. Incoming loads of Tree parts/Brush shall be directed to the storage areas identified as "Processed, Unprocessed or Finished Product Storage Area." [N.J.A.C. 7:26A- 3.5(e)3]
49. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]
50. Methods of effectively controlling dust shall be implemented at the recycling center in order to prevent off-site migration. [N.J.A.C. 7:26A- 3.5(e)3]

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Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

51. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile: 25 feet. [N.J.A.C. 7:26A- 3.5(e)]
52. Ingress and egress of the facility shall be restricted to Baler Blvd. only. [N.J.A.C. 7:26A-3.5(e)]
53. Commingling of Class B material with Class C material and vice versa is not allowed. [N.J.A.C. 7:26A- 3.5(e)3iii]
54. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]
55. All recyclable material delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that recyclable material in biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]
56. The recycling center may receive no more than 500 tons per day of the recyclable materials in the Alternative Vegetative Waste Processing and Transfer Area. [N.J.A.C. 7:26A-3.5(e)]
57. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]
58. All revisions to the site plan and the approved documents which may be required as a result of the above, shall be submitted to this office for modification to this Approval. [N.J.A.C. 7:26A-3 .5(e)]
59. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operating the recycling center and submitted to the Department upon receipt. [N.J.A.C. 7:26A-3.8(c)]
60. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

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Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]
62. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG914256 - Class C Recyclable Material, Specific Requirements

63. The recycling center may receive, store, process and transfer source separated leaves and grass clippings separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]
64. Exclusive loads of grass clippings received shall be transferred on the same day of receipt to other recycling centers authorized to receive this material.
- Mixed loads of leaves and grass clippings shall be ground using the tub grinders by the end of the day of receipt and transferred within twenty four (24) hours of grinding to the other recycling centers authorized to receive this material. [N.J.A.C. 7:26A-3.5(e)]
65. If the incoming material contains grass, it shall be accepted only in areas of the site that are at least 1,000 feet from any areas of human use or occupancy, and processing of such material shall begin on the day of receipt. [N.J.A.C. 7:26A-4.5(a)6,7]
66. The following source separated Class C recyclable materials may be received, stored, processed or transferred at this recycling center: Leaves and Grass Clippings. [N.J.A.C. 7:26A-3.5(e)]
67. Within 30 days of ceasing operation, all residuals and unprocessed Class C recyclable material shall be removed from the site and recycled or disposed, as appropriate, and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]
68. Leaves and Grass Clippings shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]
69. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]
70. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]
71. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26-4.5(a)10]
72. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
132237 REC190002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

73. The following source separated Class B recyclable materials may be received, stored, transferred or processed at this recycling center: Tree Parts and Brush. [N.J.A.C. 7:26A- 3.5(e)]
74. The recycling center may receive, store, process and transfer tree parts and brush separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]
75. Tree Parts and Brush from the storage areas shall be directed to the " Equipment Processing Areas" identified on the approved site plan for further processing using the tub grinders. [N.J.A.C. 7:26A- 3.5(e)]
76. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with capacity limitations as shown on the approved site plan.

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:

- (1) Final Product Stockpiles Area - 25,000 Cubic Yards (CY)
- (2) Final Product Storage - 30,000 CY

The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:

- (1) Grass/Mixed Yard Waste - 7,500 CY
- (2) Grass/Mixed Yard Waste - 7,500 CY
- (3) Unprocessed Material or Final Product Storage Area - 30,000 CY
- (4) Tree Parts and Brush Area - 7,500 CY

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

77. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that Area's maximum authorized storage capacity. [N.J.A.C. 7:26A- 3.9(b)]
78. Unprocessed Class B recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A- 3.9(b)]

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
132237 REC190002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

79. Pursuant to N.J.A.C. 7:26 A – 3.2(a) 18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A- 3.5(e)]



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
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www.nj.gov/dep/dshw/recycling

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

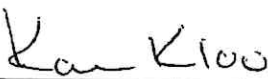
RELIABLE WOOD PRODUCTS, LLC

Facility Type:	Class B Recycling Facility
Block & Lot Nos.:	Block 16005, Lot 6
Municipality:	Township of Sparta
County:	Sussex
Facility ID No.:	132685
Permit No.:	CBG190002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

December 27, 2019
Reissuance Date


Karen Kloo, Chief
Bureau of Recycling and Hazardous Waste Management

December 27, 2024
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (concrete, brick, block, asphalt, brush, tree stumps, tree parts and unpainted and non-chemically treated wood) storage and process center by **Reliable Wood Products, LLC** (Reliable Wood Products) located in the Township of Sparta, Sussex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 65 of this approval contain general operation requirements for all recycling centers that receive, store, process, or transfer Class B recycling materials and specific conditions applicable to the operations of the recycling center.

Facility Description

The facility is a Class B Recycling center operated by Reliable Wood Products for the recycling of source separated concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood material (unpainted and non-chemically treated). The recycling center is located at 506 House's Corner Road on Block 16005, Lot 6, in the Township of Sparta, Sussex County. This regional recycling center receives concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated) from construction and demolition contractors, construction companies, municipalities and counties. The recycling center is authorized to accept and process asphalt, concrete, brick, block, brush, tree stumps, and tree parts, and wood (unpainted and non-chemically treated) from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturday. Additionally, Reliable Wood Products, LLC may receive, manufacture, process, store and sell wood mulch, colored mulch and soil on site.

Approved General Approval Application and Associated Documents

The holder of this General Approval shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval and the following documents:

- a) Inclusion of Grinnell Recycling, Inc. in the District Solid Waste Management Plan (Plan) by the Sussex County, certified by the NJDEP Commissioner on November 9, 2000, and subsequent amendment to the Plan dated August 9, 2019 for transfer of Class B General Approval from Grinnell Recycling, Inc. to Reliable Wood Products, LLC.
- b) Site Plan- prepared by Dykstra Associates, signed and sealed by Douwe Dykstra, P.E., dated April 11, 2013 and last revised December 19, 2013.
- c) Grinnell Recycling, Inc. - Application for a Class B Recycling Center General Approval, dated January 17, 1995, prepared by PMK Group.

- d) Application for modification of Class B Recycling Center General Approval, dated June 4, 2001 and prepared by PMK Group.
- e) Request for renewal of Class B Recycling Center General Approval, dated April 15, 2005 and signed by Jason N. Cofrancesco, Owner, Grinnell Recycling, Inc.
- f) Supplemental information dated July 25, 2005, prepared by Richard M. Cestone, P.E., PMK Group and submitted in response to the Department's Notice of Deficiency letter dated May 25, 2005.
- g) Request for modification of Class B Recycling Center General Approval Modification request, prepared and signed by Christopher L. Daul, Vice President, Alman Group LLC, dated September 15, 2009.
- h) Request for renewal of Class B Recycling Center General Approval, dated June 16, 2010 and signed by Jason N. Cofrancesco.
- i) Management Agreement between Grinnell Recycling, Inc. and Harvest Garden State, LLC, dated June 11, 2013, prepared and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products, LLC.
- j) Revised Modification Request dated January 6, 2014, prepared and signed by Steve Schkolenko, Grinnell Recycling, Inc.
- k) Administrative Consent Order between Grinnell Recycling, Inc. and the Department, dated November 17, 2017.
- l) Request for transfer of ownership of the Class B Recycling Center from Grinnell Recycling, Inc. to Reliable Wood Product, LLC, dated November 8, 2018 and signed and certified by Eugene J. Cirakowski, Vice President, Reliable Wood Product, LLC.
- m) Agreement for Transfer of Class B Recycling Center General Approval, dated November 14, 2019, signed by Eugene Ciarkowski of Reliable Wood Products and Jason Cofrancesco of Grinnell.
- n) Request for renewal (with no changes) of the Class B General Approval, dated December 17, 2018 and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

RELIABLE WOOD PRODUCTS LLC
132685 CBG190002 Class B Recycling Ctr General Apprv -Renewal
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Subject Item: PI 132685 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

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10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P. O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]
13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

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20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]
21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

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30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]
31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]
34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]

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38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]
39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]
40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations has been declared by the Governor pursuant to New Jersey Disaster Control Act at N.J.S.A. App.A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous day or any other relevant information requested pursuant to N.J.S.A. App.A:9.36. The status report shall be submitted electronically to solidwasteemergencies@dep.nj.gov, or as otherwise directed by the Department, on forms or in the format provided by the Department and in compliance with the time frames established by the Department after the State of Emergency Declaration. The status report shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for the State of Emergency. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A-3.5(e)]
42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: asphalt, concrete, brick, block, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated). [N.J.A.C. 7:26A- 3.5(e)]
43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]
44. The recycling center may receive, store, process, or transfer source separated asphalt, concrete, brick, and block separately or in a commingled manner. The recycling center may receive, store, process, or transfer source separated brush, tree stumps, tree parts and wood (unpainted and non-chemically treated) separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]
45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

RELIABLE WOOD PRODUCTS LLC
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Subject Item: RCBG799457 - Class B Recycling Facility

46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]
47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]
48. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this approval, and the conditions of this Approval shall have precedence over the plans and specifications listed in this Approval. [N.J.A.C. 7:26A- 3.5(e)]
49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]
50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: Monday through Friday 7:00 a.m. to 5:00 p.m and Saturday 7:00 a.m. to 3:00 p.m. [N.J.A.C. 7:26A- 3.5(e)]
51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]
52. The recycling center may receive no more than 400 tons per day of the recyclable materials. [N.J.A.C. 7:26A-3.5(e)]

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53. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with the maximum authorized capacities, as specified on the approved site plan:

Area 2: Unprocessed Asphalt, Concrete, Brick and Block - 28,900 cubic yards

Area 3: Processed Asphalt, Concrete, Brick and Block - 27,500 cubic yards

Area 4: Concrete fines (processed concrete byproduct) - 7,100 cubic yards

Area 5: Unprocessed Brush, Tree Stumps and Tree Parts - 21,600 cubic yards; Unprocessed Wood - 18,460 cubic yards

Area 6: Processed Brush, Tree Stumps, Tree Parts, and Wood - 42,500 cubic yards

Area 7: Unprocessed Top Soil (includes by products of stump processing) - 25,000 cubic yards

Area 8: Processed Top Soil - 7,700 cubic yards

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstances, arrangements shall be made to transfer processed materials offsite. While transferring processed material offsite, any processed material in an unprocessed material storage area (see Condition 55 below) shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

54. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.5(e)]
55. In the event that a processed material storage area has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in an unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstances shall the combined volume of processed and unprocessed material exceed that area's maximum authorized storage capacity. [N.J.A.C. 7:26A-3.5(e)]
56. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]
57. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]
58. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights above existing grade for material stockpiles:

Processed asphalt, concrete, brick and block stockpile - 25 feet

All other unprocessed and processed material stockpiles - 15 feet

Metal pipes/rods or the equivalent approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]

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59. Ingress and egress of the facility shall be restricted to Houses Corner Road only. [N.J.A.C. 7:26A-3.5(e)]
60. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]
61. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and report the incident to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A- 3.5(e)]
62. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such materials may be returned to a known generator, provided the specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]
63. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

RELIABLE WOOD PRODUCTS LLC
132685 CBG190002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: RCBG799457 - Class B Recycling Facility

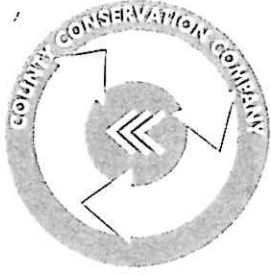
64. The following processing equipment or equivalent are authorized for site operations and shall be maintained in operable conditions:

2017 Case 921 Loader (2 units)
2015 John Deere 644K Loader
2015 Doosan DL350 Loader
2017 Case 300 Excavator
2013 John Deere 250G Excavator
2013 Diamond Z 7000 Grinder
2018 Doppstadt 720 Screener
2014 Royer 620H Screener
2018 McClosky 628 Colorizer
2008 Finaly Stacker (2 units)

If any of the above listed equipment need to be replaced, the holder of this general approval must notify the Bureau, within two (2) weeks of of such replacement, along with specifications for the relacement equipment at the following mailing address: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P.O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. Where applicable, the holder of this general approval must apply to the Department for any air permits required for the replacement equipment.

Requisite recycling operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)]

65. Pursuant to N.J.A.C. 7:26-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling and Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.5(e)]



COUNTY CONSERVATION COMPANY

September 11, 2023

Re: County Conservation Company agreement with Nature's Choice NJ, LLC

To Whom it May Concern:

This letter is to confirm that County Conservation Company and Nature's Choice NJ, LLC have an operating agreement pursuant to the operations of our compost site. In addition, our facility accepts waste from Nature's Choice NJ, LLC. Please advise if further information is required.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "John Petrongolo", is written over the typed name.

John Petrongolo



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF SOLID & HAZARDOUS WASTE
BUREAU OF RECYCLING & HAZARDOUS WASTE MANAGEMENT
401 East State Street

PHILIP D. MURPHY
Governor

P.O. Box 402, Mail Code 401-02C
Trenton, New Jersey 08625-0420
Tel. (609) 984-3438 • Fax (609) 771-1951/984-0565
www.nj.gov/dep/dshw/recycling

SHAWN M. LATOURETTE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

RECYCLING CENTER GENERAL APPROVAL – MULTI CLASS

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:

County Conservation Company, LLC

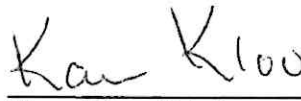
Facility Type:	Recycling Center
Lot & Block Nos.:	Block 7, Lots 5, 6, 6.01, 6.02, 6.04
Municipality:	Washington Township
County:	Gloucester County
Facility ID No.:	132201
Permit No.:	REC210002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

October 27, 2021
Issuance Date

October 27, 2026
Expiration Date


Karen Kloo, Chief
Bureau of Recycling &
Hazardous Waste Management

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole General Approval for the operation of a Class B and C Recycling Center by County Conservation Company, LLC located in Washington Township, Gloucester County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies is hereby superseded.

This general approval does not convey any property rights of any sort, or any exclusive privilege. Failure to comply with all of the conditions specified herein may result in revocation of this approval and/or may result in such other regulatory or legal actions that the Department is authorized by law to institute, including but not limited to, civil and administrative penalty assessments.

Regulated Activities at the Facility

Conditions 1 to 40 of this approval contain the General Requirements applicable to all recycling centers. Conditions 41 to 56 of this approval contain the Class B and Class C Recycling Operations, General Requirements for the receipt, storage, processing and transferring of Class B and Class C recyclable materials. Conditions 57 to 69 of this approval contain the Class B Recyclable Materials, Specific Requirements. Conditions 70 to 75 of this approval contain the Class C Recyclable Materials, Specific Requirements. Conditions 76 to 84 of this approval contain the Yard Trimmings General Requirements and Conditions 85 to 116 contain the Yard Trimmings Composting Requirements.

Facility Description

The recycling center is privately operated by the County Conservation Company, LLC as a regional site. The recycling center is located at 212 Blackwood-Barnsboro Road on Block 7, Lots 5, 6, 6.01, 6.02, and 6.04, in Washington Township, Gloucester County. This regional recycling center receives leaves, grass, wood chips, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood from various municipalities within Gloucester and Camden Counties. In addition, the facility accepts asphalt shingles from roofers and potable water treatment residuals from water treatment facilities. Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. The potable water treatment residuals will be used for blending with soils stored on site. The recycling center is authorized to accept and process recyclable materials 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturdays.

Class B recyclable material delivered to the recycling center is staged in unprocessed material stockpiles to await processing. The recycling center markets mulch and wood chips from the site, a portion of which are dyed. In addition, the recycling center will store, process and/or transfer asphalt shingles and potable water treatment residuals.



Class C recyclable material delivered to the recycling center is composted until it has reached a stable form. The stabilized compost is then screened to remove any non-compostable material. Finished compost is stored on-site prior to being sold to various end-markets.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

- (1) The following drawings are for the facility's Class B & C recycling center, prepared by Cummings and Smith, Inc., signed and sealed by Gary L. Smith, P.E., NJ License No. GE28113. The Washington Township Fire Chief, John Hoffman signed cover sheet 1 of 11 on June 6, 2016:

Sheet 1 of 11 titled "Location Plan, List of Drawings & Notes", last revised on May 24, 2016.

Sheet 2 of 11, titled "General Site Plan", last revised on May 24, 2016.

Sheet 3 of 11, titled "Site Plan and Notes", last revised on August 10, 2016.

Sheet 6 of 11, titled "Class B/C Wood, Brush, Leaves, Grass Receiving Areas and Volumes, last revised on May 24, 2016.

Sheet 7 of 11, titled "Class B Finished Product Areas and Volumes, last revised on May 24, 2016.

Sheet 8 of 11, titled Unprocessed Potable Water Residuals Storage Areas & Volumes, last revised on August 10, 2016.

Sheet 9 of 11 titled "Unprocessed & Processed Asphalt Shingle Storage Areas and Volumes, last revised on May 24, 2016.

Sheet 10 of 11 titled "Class C Material Windrows Areas and Volumes" last revised on May 24, 2016.

Sheet 11 of 11 titled "Compost Curing and Class C Finished Product Areas and Volumes" last revised on May 24, 2016.

- (2) Application for Class B & C Recycling Center General Approval Renewal dated July 9, 2021, submitted by John R. Purves, Attorney at Law on behalf of County Conservation, LLC.
- (3) Modification Application submitted by John R. Purves, Attorney at Law, dated, November 3, 2015.
- (4) Modification Application submitted by John R. Purves, Attorney at Law, dated, February 4,



2016 for (PWR modification application).

- (4) Response letter from County Conservation Company (PWR application) dated April 19, 2016 to the Department's Notice of Deficiency dated March 24, 2016.
- (5) Response letter from County Conservation Company dated June 6, 2016, to the Department's Notice of Deficiency dated April 20, 2016.
- (6) Response letter from John R. Purves, Attorney at Law dated August 17, 2016, to the Department's 2nd Notice of Deficiency dated August 3, 2016
- (7) Response letter from John R. Purves, Attorney at Law dated October 25, 2016, to the Department's 2nd Notice of Deficiency dated October 4, 2016.
- (8) Response letter from John R. Purves, Attorney at Law dated December 15, 2016, to the Department's 3rd Notice of Deficiency dated November 23, 2016.
- (9) Compost Application for the County Conservation Company dated July 10, 1997.
- (10) Amendment to the Gloucester County Solid Waste Management Plan Inclusion for the acceptance of potable water residue at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated May 10, 2010.
- (11) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of recycling of asphalt shingles at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 2, 2009.
- (12) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 6) for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 10, 2008.
- (13) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 5) to be used as buffer for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated October 18, 2002.
- (14) Gloucester County Solid Waste Management Plan inclusion of County Conservation LLC as a vegetative waste facility authorized to accept leaves, grass, brush, stumps, and logs, certified by the Commissioner of the Department of Environmental Protection on March 19, 1993.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.



COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132201 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A-3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A-3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A-3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A-3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A-3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A-3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A-3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A-3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3.10(b)2]

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132201 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3.10(e)]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code: 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]
13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A-3.13(a)1]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3.13(a)2]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3.13(a)3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3.13(a)4]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A-3.13(a)5]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A-3.13(a)6]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A-3.13(a)7]

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
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20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A-3.13(a)8]
21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A-3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A-3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

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30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3.17(b)]
31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A-3.17(e)]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]
34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4.4(a)]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A-4.2]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4.1(b)]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

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38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]
39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]
40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of the recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A- 3.8(c)]
42. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish elevation height of 16 feet above the existing grade for the unprocessed wood stockpile area, 25 feet above the existing grade for the processed wood stockpile area, 20 feet above the existing grade for the unprocessed and processed asphalt shingle stockpile areas and 30 feet above the existing grade for the unprocessed potable water residuals and 25 feet above the existing grade for the finished compost storage pile. [N.J.A.C. 7:26A- 3.5(e)]
43. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]
44. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above. [N.J.A.C. 7:26A- 3.5(e)]
45. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

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Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

46. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to the following schedule:

7:00 am to 6:00 pm, Monday through Friday.
7:00 am to 5:00 pm, Saturdays. [N.J.A.C. 7:26A- 3.5(e)]
47. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]
48. Metal pipe or metal rods or the equivalent as approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]
49. Ingress and egress of the facility shall be restricted to Blackwood - Barnsboro Road (County Route 603) only. [N.J.A.C. 7:26A-3.5(e)]
50. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]
51. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]
52. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]
53. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]
54. The holder of the General Approval shall grade and maintain the facility to minimize the accumulation of ponded water in a manner that protects human health, safety, and the environment, and prevents detrimental conditions including, but not limited to, odors, mosquito colonization, or causes site materials to be tracked off-site. [N.J.A.C. 7:26A- 3.5(e)]
55. Initial soil modification and grading performed shall be in accordance with the approved Site Plan. Once original grading is complete, the composting area, Class B operational areas, related material staging/mixing areas and access road(s) shall be maintained for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A- 3.5(e)]

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Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

56. The following equipment or equivalent for grinding, screening, turning and coloring shall be available for site operations and shall be maintained in operable condition:

Volvo L-110, L-120 and L180 Wheel Loaders
Peterson 5710 Horizontal Grinder
McClusky R230 Shake Screen
Edge Conveyor
HYPAC Steam Roller
John Deere 850 Dozer
Hitachi 120 Excavator
Cat D400D Off Road Dump
DZ4000 Horizontal Grinder
Mobark 6600 Horizontal Grinder
McClusky 628 Colorizer
McClusky Stacker
1300 Boss Mobark Grinder
Doppstadt Screener
Wildcat 750 Compost Turner

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.

The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. The above information shall also be submitted via email to recyclingfacilities@dep.nj.gov. [N.J.A.C. 7:26A- 3 .5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

57. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: potable water treatment residuals, asphalt shingles, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood. [N.J.A.C. 7:26A-3.5(e)]
58. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

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Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

59. The recycling center may receive, store, process, or transfer source separated brush, trees, tree parts, tree stumps, and wood (unpainted and non-chemically treated) separately or in a commingled manner. In addition, the recycling center may receive, store, process, or transfer source separated asphalt shingles and potable water treatment residuals separately. The commingling of any other materials not described above is prohibited.
- Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. [N.J.A.C. 7:26A-3.5(e)]
60. The recycling center may receive no more than 260 tons per day of any one approved Class B recyclable material. However, the combination of all Class B materials accepted on a daily basis shall not exceed 500 tons per day. [N.J.A.C. 7:26A-3.5(e)]
61. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]
62. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A- 3.5(e)]
63. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A- 3.5(e)]
64. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A- 3.5(e)]
65. The total amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 273,500 cubic yards (cy). This unprocessed materials stored on-site shall be stored only in those areas designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 273,500 cy, the facility shall immediately cease receiving this unprocessed material until the amount of the unprocessed material stored on-site falls below 273,500 cy.

The total amount of unprocessed asphalt shingles (AS) stored on-site shall not exceed 30,000 cy. Unprocessed AS stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed AS stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on-site falls below 30,000 cy.

The total amount of unprocessed potable water residuals (PWR) stored on-site shall not exceed 50,000 cy. The unprocessed PWR stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of PWR stored on-site exceeds 50,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on site falls below 50,000 cy. [N.J.A.C. 7:26A- 3.5(e)]

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Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

66. The total amount of unprocessed Class B recyclable material stored on-site shall not exceed 353,500 cy.

If at any time, the amount of unprocessed Class B material stored on-site exceeds 353,500 cubic yards, the recycling center shall immediately cease receiving any unprocessed material until the amount of unprocessed Class B material stored on-site falls below 353,500 cubic yards.

A fire lane of 25 feet shall be maintained between each unprocessed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

67. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]

68. The total amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 400,000 cubic yards (cy). If at any time, the amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 400,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 400,000 cy.

The total amount of processed asphalt shingles stored on-site shall not exceed 30,000 cy. If at any time, the amount of processed asphalt shingles stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 30,000 cy.

The unprocessed and processed Class B materials shall be stored separately from one another. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

69. The total amount of processed Class B recyclable material stored on-site shall not exceed 430,000 cubic yards. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawing.

If at any time, the amount of processed material stored on-site exceeds 430,000 cubic yards, the recycling center shall immediately cease processing activities until the amount of processed Class B material falls below 430,000 cubic yards.

A fire lane of 25 feet shall be maintained between each processed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

70. The following organic materials may be received and processed in the compost areas designated on the approved site plans at this recycling center as authorized in this general approval: Leaves, Grass and Wood Chips. [N.J.A.C. 7:26A-3.5(e)1]

71. The listed recyclable materials may be received in a commingled manner. Leaves may also be received commingled with brush, tree parts and/or tree stumps. [N.J.A.C. 7:26A-3.5(e)3]

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Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

- 72. The recycling center may only receive a combined total of 120 trucks per day of Class C recyclable materials. [N.J.A.C. 7:26A-3.5(e)3]
- 73. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]
- 74. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]
- 75. Materials staging, inspection and processing shall be conducted only in areas designated for such staging, inspection and processing shown on the approved site plans. Each load shall be inspected in accordance with the inspection plan provided in the compost applicaiton for the recycling center. All contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the materials that are delivered to the facility are inspected and weighed in at the scale, windrow formation and grass processing operation must adhere to the following:

Within three calendar days of receipt, loads of leaves and/or wood chips shall be directed to the windrow areas as designated on the approved site plans. Leaves and wood chips shall be placed into windrows.

Loads of grass clippings shall be directed to the portion of the windrow areas designated for grass processing. Grass shall be incorporated within the windrows at a ratio of one part grass clippings to not less than three parts of partially decomposed leaves within the working day of receipt.

Loads of leaves commingled with brush, tree parts and/or tree stumps shall be directed to the windrow area and shall be processed by the appropriate equipment prior to being incorporated into the windrow. [N.J.A.C. 7:26A- 4.5(a)7, 14vi]

Subject Item: RCCG190748 - Yard Trimmings General Requirements

- 76. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A-4.5(a)3]
- 77. Class C recyclable materials shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]
- 78. All Class C recyclable materials delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that Class C recyclable materials in paper or biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]

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Subject Item: RCCG190748 - Yard Trimmings General Requirements

79. If the incoming material contains grass, the material shall be accepted only in areas of the site that are at least 750 feet from any areas of human use or occupancy. Processing of such material shall begin on the same day of receipt. [N.J.A.C. 7:26A-4.5(a)6,7]
80. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]
81. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]
82. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26A-4.5(a)10]
83. Within 30 days of ceasing operation, all residuals, unprocessed Class C recyclable material and recyclables shall be removed from the site and recycled or disposed as appropriate and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]
84. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

Subject Item: RCCG190749 - Yard Trimmings Composting

85. The recycling center operator shall attend a composting course sponsored by the Rutgers Cooperative Extension, the appropriate county agricultural or resource management agents or any other similar course recognized by the Department. Any operator hired subsequently shall attend a course within one year of being hired. [N.J.A.C. 7:26A-4.5(a)14i]
86. Prior to windrow formation, dry yard trimmings shall be moistened to saturation without producing excessive runoff. [N.J.A.C. 7:26A-4.5(a)14iii]
87. To facilitate drainage and to reduce surface water ponding, each windrow shall be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface. [N.J.A.C. 7:26A-4.5(a)14iv]
88. A windsock shall be installed at the recycling center in order to indicate wind direction so that the recycling center operator may determine appropriate times for windrow turning operations. [N.J.A.C. 7:26A-4.5(a)14v]
89. The recycling center shall follow the approved method of windrow composting defined in this general approval. [N.J.A.C. 7:26A-4.5(a)7, 14vi]
90. Finished compost shall be tested once each year, at a minimum, in accordance with the monitoring and sampling plan established in this general approval. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii]

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Subject Item: RCCG190749 - Yard Trimmings Composting

91. Samples of the compost produced at the recycling center shall be analyzed each year for stability or maturity and pH, and once every five years for the following heavy metals on a dry weight basis: arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel and selenium. The five year cycle shall commence with the first samples being analyzed following issuance of this approval then every fifth year thereafter. [N.J.A.C. 7:26A- 4.5(a)14viii]
92. The laboratory used to perform the analysis of the finished compost product shall be certified in accordance with N.J.A.C. 7:18 for the equipment and testing procedures required. [N.J.A.C. 7:26A-4.5(a)14ix]
93. In addition to the record-keeping requirements of N.J.A.C. 7:26A-3.17, the holder of this general approval shall maintain a recycling center daily operations journal and shall include at a minimum the following:
- i. Date of journal entry;
 - ii. Name of the recycling center;
 - iii. Name of operator;
 - iv. Name and title of the person responsible for journal entry;
 - v. Prevailing wind direction for the day;
 - vi. Description of any regrading activities conducted that day;
 - vii. Sketch of site including all windrows and identification of any piles including staging piles, curing piles and finished compost product piles;
 - viii. Identification of windrows tested for temperature and/or oxygen that day and results of the tests;
 - ix. Identification of windrows into which grass clippings mixed that day;
 - x. Identification of any new windrows;
 - xi. Identification of windrows that have been turned that day;
 - xii. Recording of the beginning and ending hours of windrow turning equipment as indicated on turning equipment hour meter for that day of usage. If the equipment hour meter is not working the information shall be noted in the daily journal. A letter or e-mail shall be sent immediately to the Department's Bureau of Solid Waste Compliance and Enforcement informing about the break down of the equipment hour meter and time frame to fix it;
 - xiii. The quantity and sources of Class C recyclable materials received expressed as cubic yards;
 - xiv. The quantity of disposed residue and sites to where the residue was shipped;
 - xv. Quantity of finished product shipped off-site; and
 - xvi. Results of compost analysis and name of certified laboratory that conducted analysis if received that day along with the compost test report laboratory reference number.
- The journals shall be maintained on-site for a period of 5 years and made available on-site to the Department's personnel and forwarded upon request. [N.J.A.C. 7:26A- 4.5(a)14xii]
94. Compost given away or offered for sale by the recycling center must contain a label describing the recommended safe uses and application rates, and restrictions, if any, on use of the product. If compost is offered for bulk sale, signs or printed literature containing the above information shall be available on the bill of lading to the purchaser or persons receiving the compost. [N.J.A.C. 7:26A-4.5(b)1]
95. Compost given away or offered for sale shall satisfy the requirements established at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-4.5(b)2]

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Requirements Report

Subject Item: RCCG190749 - Yard Trimmings Composting

96. Windrow construction and reconstruction shall be conducted within the confines of the designated areas identified on the approved site plans. Expansion of such activities beyond the designated areas shall require the approval of the Department. The total length of all windrows at any given time shall not exceed 5,665 linear feet (approx.14,220 cubic yards) in area E, 3,710 linear feet (9,312 cubic yards) in area G and 3,550 linear feet (8,910 cubic yards) in area J. [N.J.A.C. 7:26A- 3.5(e)3]
97. All windrows shall be constructed (and reconstructed if necessary after turning) to a maximum height of six (6) feet in height with a corresponding base not to exceed a maximum of seventeen (17) feet in width. [N.J.A.C. 7:26A-4.5(a)14vi]
98. All windrows shall be turned with the Wildcat 750 Compost Turner. [N.J.A.C. 7:26A- 4.5(a)14]
99. Ample working space shall be maintained between windrows for turning purposes. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14vi]
100. After initial formation windrows shall be turned and reconstructed a minimum of once a week for the first month. During the remainder of the 12-month composting cycle, temperature and oxygen concentrations within the windrows shall be monitored, and further turnings shall be scheduled to prevent temperatures from exceeding 140 degrees F and to prevent oxygen levels from dropping below five percent for prolonged periods.

The holder shall measure core temperature and oxygen levels at approximately 250 foot intervals along each windrow every week and record the temperature and oxygen levels in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen level measurements shall be taken within 20 feet from the ends of the windrow pile.

If grass clippings are mixed into a windrow, for the first 30 days after grass clippings are mixed into the windrow the holder shall measure core temperature and oxygen levels at approximately 250 foot intervals along the windrow every other day and record the temperature and oxygen level in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen measurements shall be taken within 20 feet from the ends of the windrow pile. At the end of the 30-day schedule further turning shall be based on weekly monitoring only temperature not exceeding 140 degrees F.

If a temperature reading exceeds 140 degrees F or oxygen readings drops below 5%, the windrow(s) shall be turned by the end of the next business day. [N.J.A.C. 7:26A- 4.5(a)14vi]

101. Grass clippings shall be mixed with partially decomposed leaves and/or wood chips within the working day of receipt. Mixing shall occur at a ratio of one (1) part of grass clippings to not less than three (3) parts of partially decomposed leaves and/or wood chip material. The mixture shall be formed into windrows (hereinafter called Mixed Windrows). [N.J.A.C. 7:26A-4.5(a)7, 14vi]
102. Mixed Windrows may be used a maximum of two (2) times for mixing with grass clippings. The second mixing or application of grass clippings with semi-decomposed leaves shall occur no sooner than one month after the initial mixing. [N.J.A.C. 7:26A-4.5(a)14]

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: RCCG190749 - Yard Trimmings Composting

103. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]
104. When the holder of this general approval determines that material in windrows has reached steady state conditions based on results of temperature and oxygen monitoring, the material from the windrows may be screened. [N.J.A.C. 7:26A- 4.5(a)14]
105. For screening of the stabilized compost, a Trommel Screener, as listed in this approval shall be available at the site. Over-sized material from screening operations shall be stockpiled at the end of the day of screening only in those areas designated for such storage as shown on the approved site plan (area C1, windrow areas). The material shall be formed into "overs" storage windrows with a maximum height of twelve (12) feet and a maximum width of twenty-four (24) feet. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. The material contained in these "overs" piles can remain there for a period up to six (6) months and may be screened a second time during this period. No new material can be added to existing piles. After the second screening or at the end of six (6) months whichever comes first, remaining residue shall be placed in roll-off containers for disposal off site. [N.J.A.C. 7:26A-3.5(e)3]
106. Finished compost may be stockpiled only in those locations identified on the approved site plan. The height of the finished compost storage piles shall not exceed twenty five (25) feet. [N.J.A.C. 7:26A-3.5(e)3]
107. A minimum of one sample of compost product of sufficient size and of equal proportion shall be collected for every 1,000 cubic yards of compost product generated. [N.J.A.C. 7:26A-4.5(a)14viii]
108. A maximum of 10 samples of compost product may be composited into a representative sample. [N.J.A.C. 7:26A-4.5(a)14viii]
109. Each composite sample shall be placed in a non-metallic container and thoroughly mixed. [N.J.A.C. 7:26A-4.5(a)14viii]
110. A minimum of two subsamples of sufficient size and of equal proportion shall be extracted from each composite sample and placed in clean plastic containers. The containers shall then be sealed. One subsample shall be sent to a laboratory for analyses. The second subsample shall be retained at the site so that the Department may conduct follow-up analyses when necessary. The subsample retained shall be clearly marked for identification and stored at the site using proper preservation techniques for a period of 180 days from the date the composite sample is transferred to the laboratory for analyses. [N.J.A.C. 7:26A-4.5(a)14viii]
111. A copy of the analytical results shall be submitted to the following address within ten (10) days of receipt by the holder of the laboratory results: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A-4.5(a)14viii]
112. Compost stockpiles shall remain on site until the associated analytical results are received by the recycling center and a determination is made whether the finished product meets the required criteria set forth at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-3.5(e)]

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: RCCG190749 - Yard Trimmings Composting

- 113. Material sampling methods, sample preservation requirements, sample handling times and decontamination procedures for field equipment shall conform to applicable industry methods as specified in the NJDEP Field Sampling Procedures Manual. [N.J.A.C. 7:26A-4.5(a)7]
- 114. The holder of this general approval shall inspect the site weekly for ponded water and rut formation and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]
- 115. The holder of this general approval shall inspect the site periphery weekly for discharge of leachate and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]
- 116. The holder of this general approval shall inspect the surrounding area daily (Monday through Saturday) in the vicinity of the recycling center, to detect odors emanating from the operation and record the findings in the recycling center operations journal. The Department may revert to daily inspections (Monday through Saturday), provided odor complaints have been registered with State, county, or local health/environmental agencies and provided that no official notification has been made to the holder of this general approval. [N.J.A.C. 7:26A- 3.5(e)3]

Article 3.09
Equipment List

SEE ATTACHED

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

EQUIPMENT									
LOADERS									
EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	START DATE	MATURITY
12011	2012	JOHN DEERE	644K		RWP	EB			
16071	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	5/1/2022
16081	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	5/1/2022
1909	2019	CASE	921G		NCC	KY	LEASE		12/20/2022
1910	2019	CASE	821G		NCC	KY	LEASE		12/20/2022
1911	2019	CASE	821G		NCC	BR	LEASE		12/20/2022
1912	2019	DOOSAN	DL300-5		NCC	CR	LEASE	6/20/2019	6/20/2022
1913	2019	DOOSAN	DL300-5		NCC	ST-BP	LEASE	6/20/2019	6/20/2022
1914	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1915	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1916	2020	DOOSAN	DL350-5		NCC	ST	LEASE		
1917	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1918	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1919	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1920	2020	DOOSAN	DL300-5		NCC	CR	LEASE		
1921	2020	DOOSAN	DL300-5		NCC	WO	LEASE		
1922	2021	DOOSAN	DL300-6		NCC	WO	LEASE		
1923	2021	DOOSAN	DL300-5		NCC	KY	LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE		
	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE		

EQUIPMENT

2022

EXCAVATORS										
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
27EX	2005		PC2006C-6LE	KOMATSU	RWP	BK	30,000.00			
157EX	2,019.00		DX225LC-5	DOOSAN	NCC	CR		LEASE	43,636.00	36 MONTHS
158EX	2019		DX225LC-5	DOOSAN	NCC	KY		LEASE		
159EX	2019		DX225LC-5	DOOSAN	NCC	WO		LEASE		
160EX	2019		DX300LC-5	DOOSAN	NCC	ST		LEASE		
161EX	2016		DX225LC-5	DOOSAN	NCC	BR		LEASE		
162EX	2020		DX225LC-5	DOOSAN	NCC	ST		LEASE		
	2021		DX350LC-5	DOOSAN	NCC	QUARRY		LEASE		
DOZERS										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
143D	2001		850C	JOHN DEERE	RWP	ST	35,000.00			
ES02			850J	JOHN DEERE	RWP	ST	117,000.00	OWNED	6/21/2019	N/A
HAUL TRUCK										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
				HIDREMA	NCC	ST				

TRUCKS					VIN NUMBER	LOCATION	LOAN TYPE	MATURITY
PLATE#	TRUCK #	YEAR	MAKE	MODEL				
AN567V	2064	2006	KENWORTH	T300		DARWIN	FINANCE	3/11/2022
A7716D	1508	2016	KENWORTH	W900		ST-WALTER	FINANCE	6/1/2022
AU147M	1511	2019	KENWORTH	T880		RAFAEL	FINANCE	6/1/2023
AU148M	1512	2019	KENWORTH	W900		WILLIE	FINANCE	12/15/2022
XCE65	1509	2015	FORD	F350		WELDER/GEORGE	FINANCE	12/29/2022
XEVU62	1510	2016	FORD	F250		SANTOS	FINANCE	
NEW	1518	2021	Kenworth T880				LEASE	BLACK
NEW	1519	2021	Kenworth T880				LEASE	BLACK
NEW	1521	2021	Kenworth T880				LEASE	BLACK
NEW	1520	2021	Kenworth T880				LEASE	BLACK
NEW	1522	2021	Kenworth T880				LEASE	BLACK
NEW	1514	2020	Kenworth T880 / with American Roll-off body SN:				FINANCE	BLACK
NEW	1515	2021	Kenworth T880 / with American Roll-off body SN: 107829				LEASE	BLACK
NEW	1516	2021	Kenworth T880 / with American Roll-off body SN: 107830				LEASE	BLACK
NEW	1517	2021	Kenworth T880 / with Heritage Body SN: HS-4783				LEASE	RED
AX970H	1528	2022	KENWORTH					
PICK-UP TRUCKS								
XKVJ99	1523	2022	FORD - WHITE	2022 - F250		SNOW		
XKVJ98	1524	2022	FORD - WHITE	2022 - F250		SNOW		
XKVJ97	1525	2022	FORD - WHITE	2022 - F250		SNOW		
XKVJ19	1526	2020	FORD - WHITE	2020 - F250		RAY		
XKVJ89	1527	2021	FORD - WHITE - SERVICE TRUCK	2021 - F250		SANTOS		
XKXZ78	1529	2016	DODGE RAM	2016 - RAM		ELMER		
XKVK10	1530	2021	FORD - WHITE	2021 - F150		ALEX		
TRAILERS								
FB 3								
RW1801	2018	1R1F04527KE890240	TYD47T	RAVENS		1989		MATURITY
RW1802	2018	1E1U2X281JR062787	TUU-99L	EAST		2018		6/1/2023 RENE
W4592		1E1U2X281R062790	TUU-98L	EAST		2018		6/1/2023 RAFAEL
W4595		5MANV4527BC014209	TEE-80N	MAC		2007		03/31/23 CORV
W4595		5MANV4527BC014212	TEE-77N	MAC		2008		03/31/23 JOSE
W659		5MANV48276C010554	TCX-67B	MAC		2006		03/31/22
W662		5MANV48276C011542	TDG-53D	MAC		2006		03/31/22
RW45024		2JUV45281K132604	TAE-29H	WABASH		1989		03/31/20
RW45065		1VWVW482951009652	TEF-621	VANCO		1995		
RW45007		151257452ND345008	TTB-56M	STRICK		1992		03/31/22
L100	*	4QF5K574X71027216	TDP-72W	TALBERT		2007		03/31/20 WALT
L200	*	57IES300M35A00126	TYE-922	FONTAIN		2021		
T9	*	1R1D03625V1500168	TEB-80N	RAVENS		2000		03/31/20 WALT
T15		1R1D13620V1A00158	TEB-81N	RAVENS		2000		03/31/18 RANDY
T27		1T9D4388811066186	TIN-54K	TALSTAR		2001		03/31/19
T12		1R1D03627YU099124	T37-F4P	RAVENS		1999		03/31/17 DOUG

QUARRY

EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	DATE
SCREENER	2020	SANDVIK	QA451	[REDACTED]	NCC	QUARRY		
SCREENER	2021	SANDVIK	QE442		NCC	QUARRY		
SCREENER	2016	SANDVIK	QE341/4462175		NCC	QUARRY		
SCREENER	2021	MCCLOSKEY	512A		NCC	QUARRY		
COMPRESSOR	2012	441899UFW/D76	P185WVM-T4I		NCC	QUARRY		
EXCAVATOR	2021	DWGGECEBVL1020513	DX350LC-5	[REDACTED]	NCC	QUARRY		LEASE
LOADER	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE	
LOADER	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE	
STACKER	EDGE	2018	18T56540585		EDGE	RWP	ST	
STACKER	EDGE	2017	17T58040616		EDGE	NCC	QUARRY	

GRINDERS											
EQUIPMENT #	YEAR	MAKE	MODEL	ENGINE	HP	ENGINE SERIAL NUMBER	Engine Overhaul	LOCATION	HOURS	CURRENT BOOK VALUE	PRUCHASE VALUE
396	2013	DIAMOND Z	DZH 7000- 39	CAT C32	1200	TLD00215	10/26/2020	SPARTA	2995	\$ 600,000.00	\$ 970,000.00
406	2013	DIAMOND Z	DZH 7000- 40	CAT C32	1200	TLD00983		WEST ORANGE	3291	\$ 600,000.00	\$ 970,000.00
416	2013	DIAMOND Z	DZH 7000- 41	CAT C32	1200	TLD01175		SB	2978	\$ 600,000.00	\$ 970,000.00
1316	2006	DIAMOND Z	1463-131	CAT C32	1200	TLD00992	12/25/2020	CRANBURY	983	\$ 250,000.00	\$ 795,000.00
1896	2006	DIAMOND Z	1463B- 189	CAT 3412	1000	BDT04435		KEARNY	9749	\$ 250,000.00	\$ 795,000.00
1996	2007	DIAMOND Z	1463B- 199	CAT C32	1200	TLD00208	9/27/2021	KEARNY	9535	\$ 250,000.00	\$ 795,000.00
60006	2008	DIAMOND Z	DZH 6000-1	CAT C27	1000	TWN00715		CRANBURY	4176	\$ 400,000.00	\$ 830,000.00
4000TK-26	2014	DIAMOND Z	DZH-4000TK-26	C18	860	WRH05678		BRIDGEWATER	4577	\$ 415,000.00	

Marketing Services

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, the general public, civic groups, etc. The Company has a customer base of over 500 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the product produced and will facilitate a successful operation. The uses for the product include the following: fertilizer supplement, soil aeration, top dressing, new athletic fields, growing medium, moisture retention, erosion repair, decorative cover, slope stabilization and land reclamation.

The greatest demand for the product is in growing suburban areas. The product is sold in the marketplace as a soil amendment for outdoor applications. The compost is presently sold in bags and bulk form.

Educating the public about the benefits of using yard waste compost and mulch is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program, designed to increase demand for yard waste compost has been designed that clearly states the importance of adding organic material to soils, in addition to nutrients.

Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner.

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location:

West Orange Recycling Center is a NJDEP Class A, B and C exempt recycling facility located at 590 Mount Pleasant Avenue, West Orange NJ 07052

B. Response Time:

- Emergency Calls are handled through the West Orange Police Dispatch Phone#911 which is manned 24 hours a day.
- West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area.
- The facility is served by the following firehouse: 280 Pleasant Valley Way, West Orange, NJ the response time is 10 Minutes to the facility. Phone #911

C. Fire Prevention:

- The facility gate will be secured to limit unauthorized entry to the storage areas. Authorized Bridgewater personnel will have 24/7 access to the facility
- The equipment will be maintained and operated in a safe and careful manner.
- The facility personnel will participate in safety instruction and exercises. Safety training will occur on a bi-annual basis and when new employees are hired.
- Smoking will be prohibited. No smoking signs will be maintained on site.
- Vehicle traffic will be limited in the wood storage areas.
- No flammable or combustible materials will be stored near the wood storage area.
- Fire extinguishers will be maintained and available in the proximity to the wood and other combustible materials area. Each piece of equipment on site will have a minimum of a 20lb ABC type fire extinguisher and two of the same type extinguishers will be kept 1 each in the maintenance trailer and the office. The facility shall have spare extinguishers on site at all times of the same type and quantity for the equipment and facility.
- If a fire should occur, contact one of the emergency phone numbers listed below and equipment operators will be dispatched.

D. Emergency Contacts:

- Mike Mitchell cell 201-731-1131
- Eddie Depaz cell 201-268-9421
- Alex Badamo cell 201-568-3256

Section 5: Employee information report
Business Registration Certificate

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2023 to 15-SEP-2026

NATURE'S CHOICE NJ LLC
1106 MILLSTONE RIVER RD
HILLSBOROUGH NJ 08844



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NATURE'S CHOICE NJ LLC

Trade Name:

Address: 1106 MILLSTONE RIVER ROAD
HILLSBOROUGH, NJ 08844-0884

Certificate Number: 2887057

Effective Date: August 11, 2023

Date of Issuance: August 16, 2023

For Office Use Only:

20230816074336582

Section 6: BID Bond

Consent of Surety

Insurance Certificate

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Nature's Choice NJ, LLC the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Township of West Orange, 66 Main St., West Orange, NJ 07052, the Obligee, in the penal sum of Ten Percent of the Total Price Bid; Not to Exceed Twenty Thousand and 00/100 Dollars (10% TPB; NTE \$20,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Operation of the Township of West Orange Recycling Center, 590 Mt Pleasant Ave, West Orange, NJ for Class B, Exempt Woods Class C, Exempt Compost Operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 7th day of February, 2024.

Nature's Choice NJ, LLC
Principal

Evergreen National Indemnity Company
Surety

By: X

STEVEN R. CARR

By: Julie K Bowers

Julie K Bowers, Attorney-In-Fact

Witness: Matthew Vastano

Matthew Vastano

Witness: Lillian Pezzano

Lillian Pezzano, Witness

BOND UNDERWRITER: Evergreen UNI, LLC

6150 Oak Tree Boulevard, Suite 440, Independence, Ohio 44131

PHONE: (440) 995-5100, FAX: (440) 995-5111

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

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, Kathleen P Price, 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.

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 7th day of February, 2024.



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

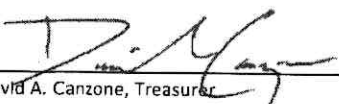
Assets

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

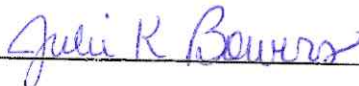
Article 3.10

***Consent of Surety #873944
To Accompany Proposal***

Evergreen National
Indemnity Company _____ (hereinafter called Surety), organized and existing under the laws of
The State of Ohio and duly authorized and qualified to transact business in the State
of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United
States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in
consideration, hereby certified and agrees that if the contract for which that attached Proposal is
made be awarded to Nature's Choice NJ, LLC (hereafter called Contractor) for the performance
of certain work or supplying of certain materials, or both, as more particularly set forth in said
Proposal and described for purposes of this instrument as a Proposal for
Operation of Township Recycling Center to the ***TOWNSHIP OF WEST ORANGE*** and if
Contractor shall enter into the contract with a bond in the full amount of the contract price.

Evergreen National Indemnity Company
(Name of Insurance Company)

6150 Oak Tree Blvd., Suite 440, Independence, OH 44131
(Address)


Julie K Bowers, Attorney in Fact
(Signature Attorney-In-Fact for Insurance Company)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

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, Kathleen P Price, 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.

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, depose 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 7th day of February, 2024.



Wan C. Collier, Secretary

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: County of Hudson
(Owner)

Re: Nature's Choice NJ, LLC
(Contractor)

Leaf Disposal and Recycling Servies for Hudson County Parks
(Project Description)

This is to certify that the Evergreen National Indemnity Company
(Surety Company)

will provide to County of Hudson a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the
above project.

Nature's Choice NJ, LLC
(CONTRACTOR)

Evergreen National Indemnity Company

Julie K Bowers
(Authorized Agent of Surety Company)
Julie K Bowers, Attorney in Fact

Date: January 17, 2024

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873950

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, Kathleen P Price, 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.

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 17th day of January, 2024.



Wan C. Collier, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-350-8005	FAX (A/C, No): 973-921-2876
INSURED Compost 360 Acquisition Parent LLC Nature's Choice NJ LLC 1106 Millstone River Road Hillsborough NJ 08844 TASRECY-01	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	
	INSURER B: Great Divide Insurance Company	
	INSURER C: Selective Fire & Casualty Insurance Company	
	INSURER D: New Jersey Manufacturers Insurance Co	
	INSURER E:	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 317316166**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y		GSP2032086-13	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution \$ \$1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAP2032087-13	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX2032088-13	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W39108-6-23	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			S2388325	5/15/2023	5/15/2024	Maximum Any One Item \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Additional Insured Forms: (On Going Ops) - #GSP7005 | (Completed Ops) - #GSP7106

Township of West Orange is included as Additional Insureds with respects to the General Liability policy as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Township of West Orange
66 Main Street
West Orange, NJ 07052

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristina J Winterfeldt

© 1988-2015 ACORD CORPORATION. All rights reserved.

Section 7: Site Improvement Description

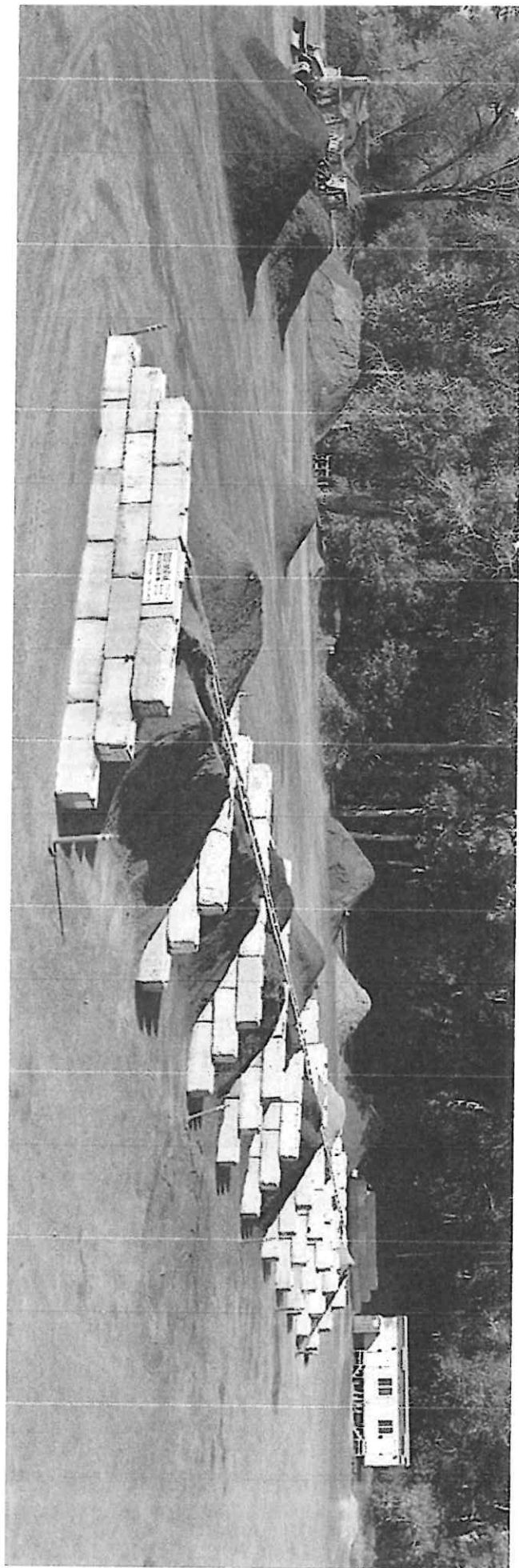
Proposed Site Plan Improvement and Layout

Odor Control System

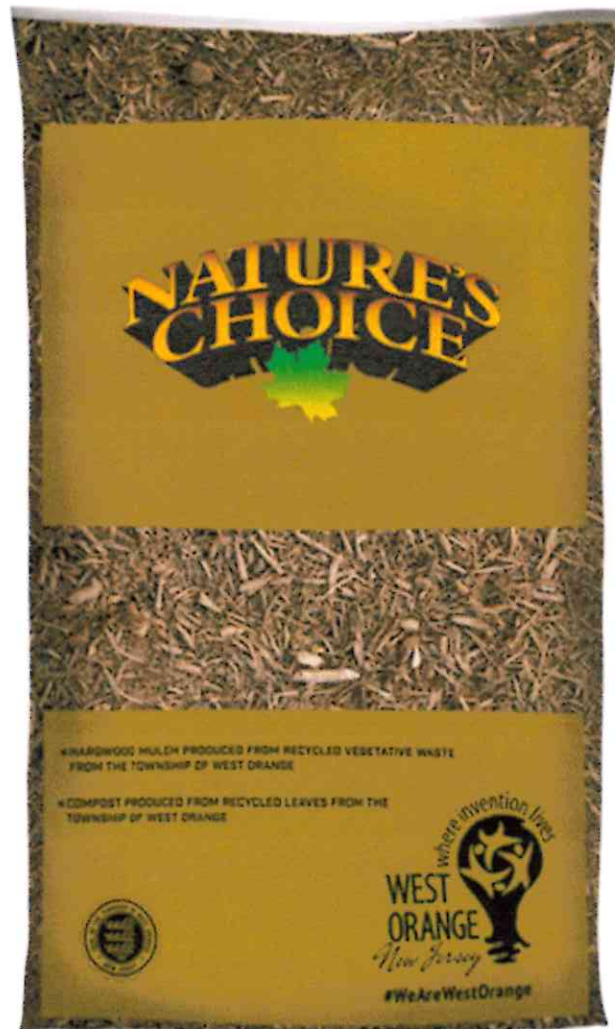
Odor Control Neutralizing Agent

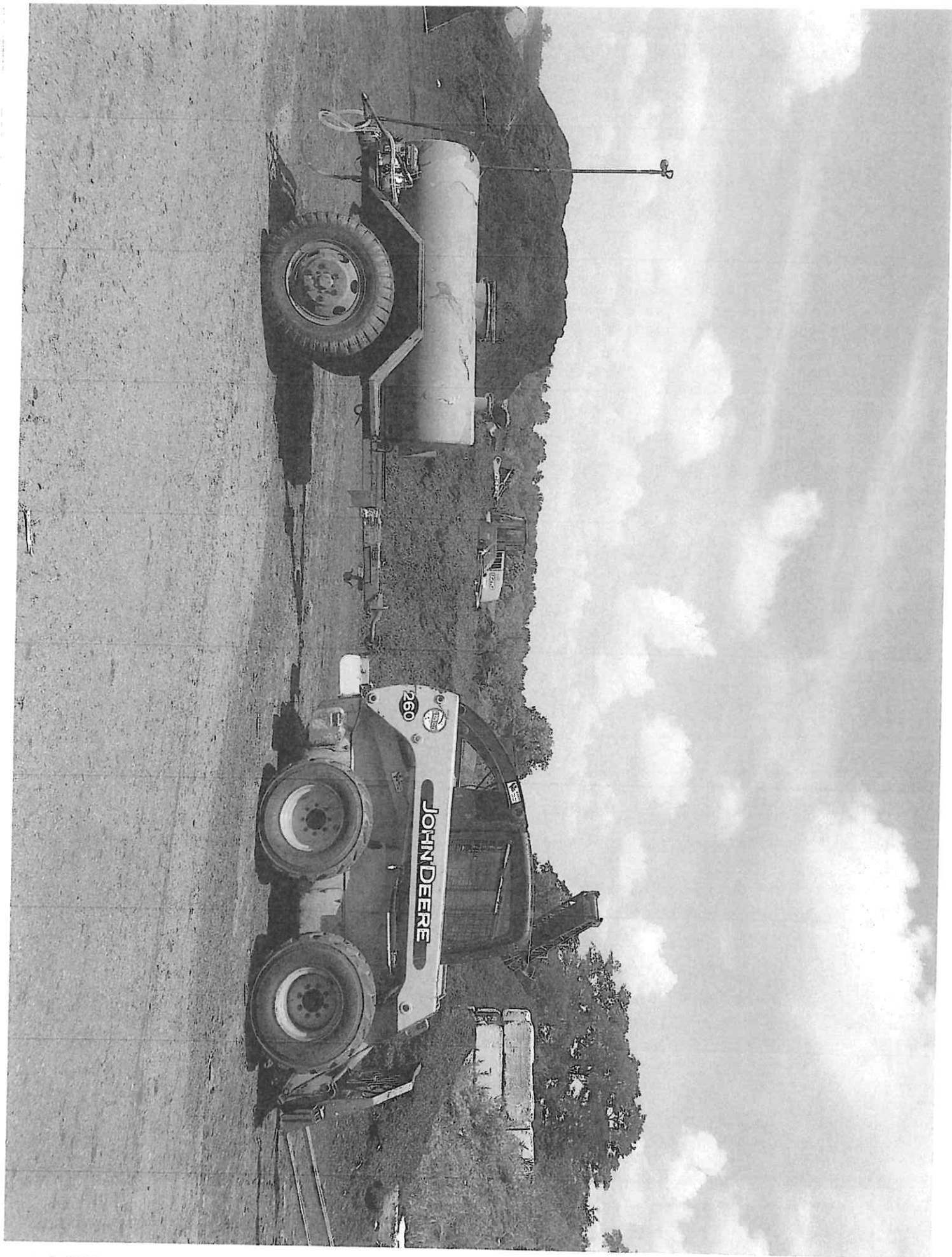
Site Improvement Description

- Re- Landscape entrance to the facility improving screening from the public.
- Mill and re-pave approximately 10,000 square feet of the entrance and road entering the facility.
- Reconstruct and enhance Class A, B, and C residential drop-off area.
- Improve and create better signage at the Class A convenience center.
- Re-grade Class B facility for better vehicle access.
- RE- Grade and clean up berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.
- Re- Grade Berm at the center of the facility improve planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B & C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.
- Improvement to Drainage control features to realize Best Management Practices for storm water. Grade Class C area to improve drainage. Update Drainage outlets replacing Stone and Compost socks maintain and clean out Drainage swales.
- Nature's Choice has a bagging facility at its Sparta location. We will bag West Orange Mulch and make it available to sell at the facility for a price of \$3.00/bag. The Township of West Orange will keep 100% of the revenue produced from the bag sales (please see enclosed draft bag design). Nature's Choice will supply 10,000 bags.
- Install New Fire Hydrant at the replacing existing Hydrant

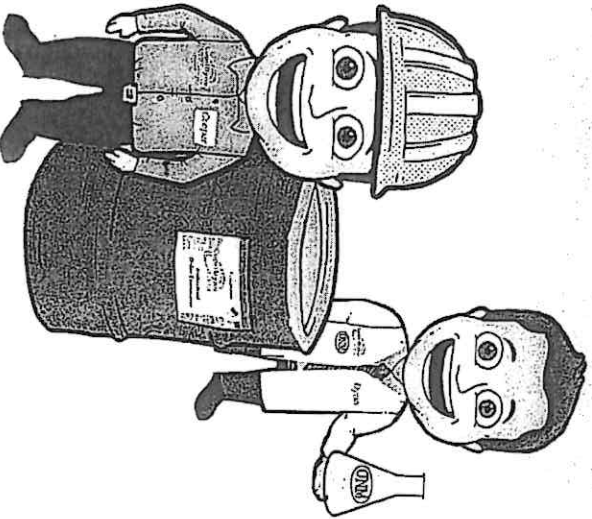


Nature's Choice will provide 10,000 bags to the Township of West Orange indicating that the material was recycled from West Orange vegetative waste and recycling facility. Bags have a retail value of \$3.00 per bag. West Orange can distribute the bags as the Administrator sees fit (i.e. giveaways or sold to public and private entities).

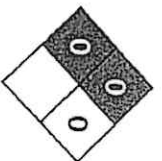




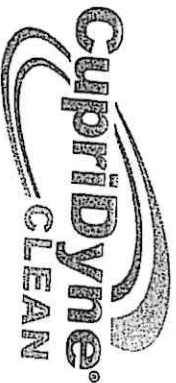
- Non-Toxic
- Non-Irritating
- Laboratory Validated
- Scientifically Developed
- Patented Green Technology
- No Hazardous Air Pollutants
- No Volatile Organic Compounds



Visit CupriDyne.com for a RISK FREE Trial



Health	0
Fire	0
Reactivity	0
Personal Protection	B



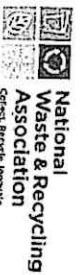
Visit CupriDyne.com for a RISK FREE Trial
contact us at info@odornomore.com



Odor-No-More

Odor-No-More, Inc.
14921 Chestnut Street
Westminster, CA 92683

Members



National
Waste & Recycling
Association
CORPORATE MEMBER

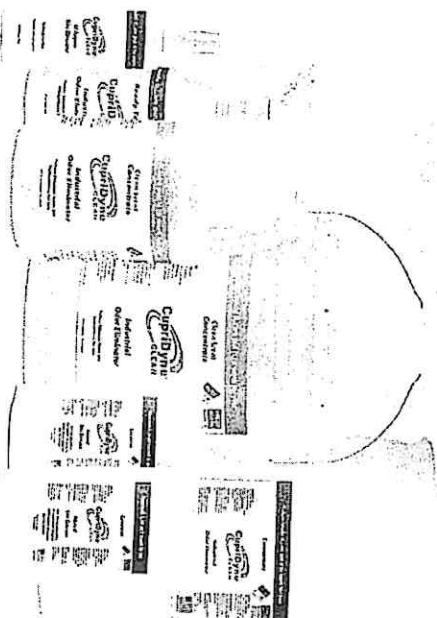


Solid
Waste
Association of
North
America



Proven Odor Control

Bringing scientifically developed odor eliminators to the waste industry in formulations that are easily integrated into your current odor management infrastructure.



Visit CupriDyne.com for a RISK FREE Trial



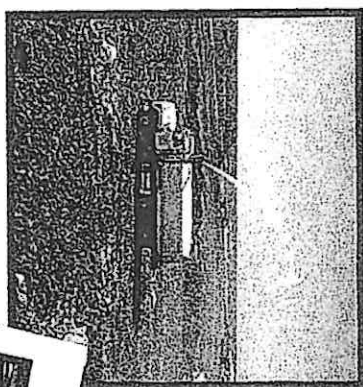
CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.



CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

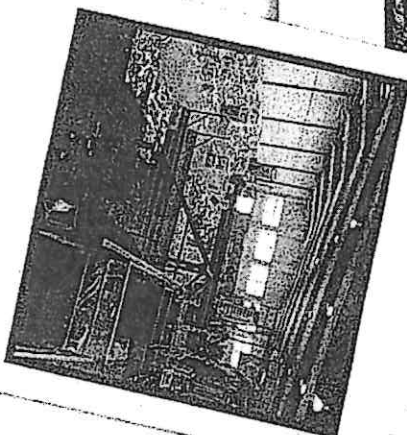
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

- FL Landfill Operation



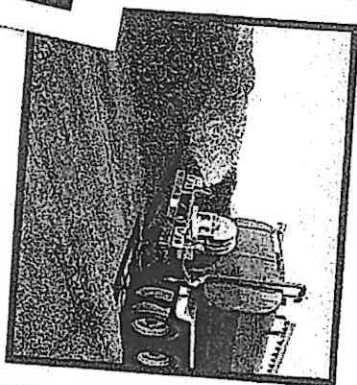
"A 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."

- CA Transfer Station



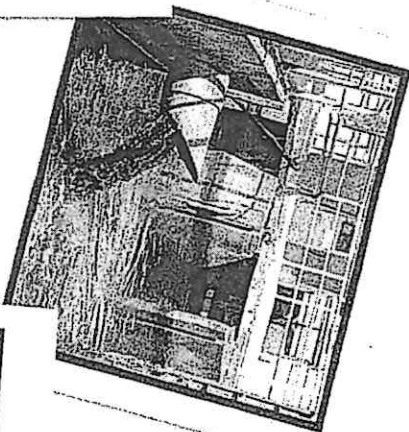
"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."

- NY Compost Facility



"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

- CA Wastewater Plant



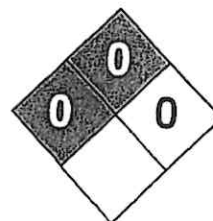
CupriDyne Clean's line of powders are especially effective for large, open-air sites like landfills and large composting facilities. It's more cost-effective and efficient for hitting specific, targeted sources of odor on large properties. The powders can be added to existing water trucks, allowing very large areas of the facility to be treated rapidly and easily while requiring no large capital expenditures.

Sites with more confined target areas, such as wastewater treatment plants, MRFs and transfer stations, can use our concentrated liquids through misting systems. These facilities often have misting systems already installed, so our product is easily integrated into the current system, and highly cost-effective for these applications.



Odor-No-More

www.OdorNoMore.com



Health	0
Fire	0
Reactivity	0
Personal Protection	B

Safety Data Sheet

Iodine Solution, 0.002N SDS

Section 1: Chemical Product and Company Identification

Product Name: CupriDyne® Clean
Dilute Iodine

CAS#: Mixture.

RTECS: Not applicable.

TSCA: TSCA 8(b) inventory: Iodine; Cuprous Iodide
Sulfamic Acid: Potassium Bicarbonate; Water

CI#: Not applicable.

Synonym: Free Iodine Solution

Chemical Name: Not applicable.

Chemical Formula: Not applicable.

Contact Information:

Odor No More, Inc.

14921 Chestnut St.

Westminster, CA 92683

US Sales: 1-949-643-9540

International Sales: 1-949-643-9540

Order Online: info@odornomore.com

24HR Emergency Telephone, call:

1-949-295-3622

For non-emergency assistance, call: 1-949-643-9540

Section 2: Hazards Identification

Potential Acute Health Effects: Dilute

Non-hazardous in case of skin contact, of eye contact,
of ingestion, of inhalation.

Potential Chronic Health Effects: Dilute

Non-hazardous in case of skin contact, of eye contact, of ingestion, of
inhalation. CARCINOGENIC EFFECTS: Not available. MUTAGENIC EFFECTS: Not available. TERATOGENIC EFFECTS:
Not available. DEVELOPMENTAL TOXICITY: Not Available

Section 3: Composition and Information on Ingredients

Composition:

Name	CAS #	% by Weight
Iodine	7553-56-2	0.002
Cuprous Iodide	7681-65-4	0.001
Sulfamic Acid	5329-14-6	< 1
Potassium Bicarbonate	298-14-6	< 1
Water	7732-18-5	>98

Toxicological Data on Ingredients: Iodine: ORAL (LD50): Acute: 14000 mg/kg [Rat]

Section 7: Handling and Storage

Precautions:

Do not breathe excess gas/fumes/ vapour/spray. Avoid contact with skin. Wear suitable protective clothing. If you feel unwell, seek medical attention and show the label when possible.

Storage:

No specific storage is required. Use shelves or cabinets sturdy enough to bear the weight of the chemicals. Be sure that it is not necessary to strain to reach materials, and that shelves are not overloaded.

Section 8: Exposure Controls/Personal Protection

Engineering Controls:

Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.

Personal Protection: Safety glasses. Lab coat. Gloves.

Personal Protection in Case of a Large Spill:

Splash goggles. Full suit. Boots. Gloves. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.

Exposure Limits:

Iodine CEIL: 0.1 (ppm) from ACGIH (TLV) CEIL: 1 (mg/m³) from OSHA Consult local authorities for acceptable exposure limits.

Section 9: Physical and Chemical Properties

Physical state and appearance: Liquid.

Odor: Not available.

Taste: Not available.

Molecular Weight: Not applicable.

Color: Clear/Slight yellow tint

pH (1% soln/water): 5.5-6.5

Boiling Point: The lowest known value is 100°C (212°F) (Water).

Melting Point: Not available.

Critical Temperature: Not available.

Specific Gravity: Weighted average: 1.01 (Water = 1)

Vapor Pressure: The highest known value is 17.535 mm of Hg (@ 20°C) (Water).

Vapor Density: The highest known value is 0.62 (Air = 1) (Water).

Volatility: Not available.

Odor Threshold: Not available.

Water/Oil Dist. Coeff.: Not available.

Ionicity (in Water): Not available.

Dispersion Properties: See solubility in water, methanol, diethyl ether, acetone.

Solubility:

Easily soluble in cold water, hot water. Soluble in diethyl ether. Partially soluble in methanol, acetone.

Section 14: Transport Information

DOT Classification: Not a DOT controlled material (United States).

Identification: Not applicable.

Special Provisions for Transport: Not applicable.

Section 15: Other Regulatory Information

Federal and State Regulations:

Pennsylvania RTK: Iodine;

Massachusetts RTK: Iodine, TSCA 8(b) inventory: Iodine; Water

Other Regulations: OSHA: Hazardous by definition of Hazard Communication Standard (29 CFR 1910.1200).

Other Classifications:

WHMIS (Canada):

DSCL (EEC):

This product is not classified according to the EU regulations.

HMIS (U.S.A.): No Significant Health Risk.

Health Hazard: 0

Fire Hazard: 0

Reactivity: 0

Personal Protection: b

National Fire Protection Association (U.S.A.):

Health: 0

Flammability: 0

Reactivity: 0

Specific hazard: 0

Protective Equipment:

Gloves. Lab coat. Wear appropriate respirator when ventilation is inadequate. Safety glasses.

Section 16: Other Information

References: Not available.

Other Special Considerations: Not available.

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