

1. Conference Meeting Agenda

Documents:

[CA 10.26.21.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 10.26.21.PDF](#)

3. Resolution(S)

3.I. 267-21

Documents:

[267-21 CHAPTER 159 RESOLUTION - COVID-19 VACCINATION
SUPPLEMENTAL 50,000.00.PDF](#)

3.II. 268-21

Documents:

[268-21 CHAPTER 159 RESOLUTION - MUNICIPAL ALLIANCE PROGRAMS
2021-2022.PDF](#)

3.III. 269-21

Documents:

[269-21 CHAPTER 159 RESOLUTION - STRENGTHENING LOCAL PUBLIC
HEALTH CAPACITY PROGRAM 2022.PDF](#)

3.IV. 270-21

Documents:

[270-21 RESOLUTION AUTHORIZING FIRST EXTENSION OF CONTRACT TO
RELIABLE WOOD FOR OPERATION OF RECYCLING CENTER - 2021.PDF
270-21 ATTACHMENT - MANAGEMENT OPERATION AND MAINTENANCE
SERVICE AGREEMENT-WO RECYCLING CENTER AND COMPOSTING
FACILITY.PDF](#)

3.V. 271-21

Documents:

[271-21 RESOLUTION AUTHORIZING SUBORDINATION OF MORTGAGE RE
11 TREMONT AVENUE.PDF
271-21 ATTACHMENT - 11 TREMONT AVENUE \(HUGHEY\)- RESOLUTION
AND SUBORDINATION AGREEMENT.PDF](#)

3.VI. 272-21

Documents:

[272-21 RESOLUTION NAMING PARKING LOT IN PLEASANTDALE SECTION - GOLDMAN LOT.PDF](#)

3.VII. 273-21

Documents:

[273-21 RESOLUTION NAMING PARKING LOT ON LINDSLEY AVENUE AND NORTHFIELD AVENUE - GORDON HANSEN PARKING LOT.PDF](#)

3.VIII. 274-21

Documents:

[274-21 RESOLUTION CHANGE ORDER NO. 1 TNS CONSTRUCTION.PDF](#)
[274-21 ATTACHMENT - CHANGE ORDER NO. 1 - FIRE STATION 1.PDF](#)

3.IX. 275-21

Documents:

[275-21 REFUND DUE TO OVERPAYMENT OF TAXES.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2661-21

Documents:

[2661-21 BOND ORD. - 2021 VARIOUS CAPITAL IMPROVEMENTS - WEST ORANGE \(10_12_21\).PDF](#)

4.II. 2662-21

Documents:

[2662-21 BOND ORD. - ACQUISITION OF DOWNTOWN REDEVELOPMENT PROPERTIES - WEST ORANGE \(10_21\).PDF](#)
[2662-21 SCHEDULE A TO BOND ORDINANCE.PDF](#)

4.III. 2663-21

Documents:

[2663-21 BOND ORD. - ACQUISITION AND REMEDIATION OF ENTERTAINMENT ZONE PROPERTIES - WEST ORANGE \(10_21\).PDF](#)

5. ABC Hearing

5.I. 673-21

Documents:

[673-21 WESTORANGE-ABC BOARD RESOLUTION PARTIALLY RESCINDING 659-21.PDF](#)

5.II. 674-21

Documents:

[674-21-21 RENEWAL RESOLUTION \(3\) 10.26.21.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, October 26, 2021
Meeting No. 17

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

=====

6:30 P.M

- **Council Liaison Announcements**
- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
October 26, 2021 – Meeting No. 17

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 30, 2020, and published in the West Orange Chronicle on December 10, 2020.

Statement of Decorum

In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes, and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.

(1972 Code § 3-15.2)

Roll Call – Councilwoman Casalino, Councilwoman McCartney, Councilman Rutherford, Councilwoman Williams, Council President Matute-Brown, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – Public Meeting Minutes October 12, 2021**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 267-21 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 – Covid 19 Vaccination Supplemental \$50,000. (Prochilo)**
 - b. 268-21 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 – Municipal Alliance Programs 2021/22 (Prochilo)**
 - c. 269-21 Resolution Requesting Approval of Items of Revenue and Appropriation NJS 40A:4-87 – Strengthening Local Public Health Capacity Program 2022 (Prochilo)**
 - d. 270-21 Resolution Authorizing the Township to Exercise the First of Two (2) One-Year Extension Options for the Agreement with Reliable Wood for the Operation of the Township's Recycling Center and Compost Facility (Legal-Moon)**
 - e. 271-21 Resolution Correcting the Previously Adopted Resolution 265-21, Authorizing the Subordination of Mortgage for the Property at 11 Tremont Avenue to Correct the Name of the Property Owners' New Mortgage Lender (Legal-Moon)**
 - f. 272-21 Resolution Authorizing the New Parking Lot on Eagle Rock Avenue in the Pleasantdale Section of West Orange be Named the "Goldman Lot." (Legal-Trenk)**

- g. 273-21** Resolution Authorizing the Parking Lot on Lindsley Avenue and Northfield Avenue be Named the “Gordon Hansen Parking Lot.” (Legal-Trenk)
- h. 274-21** Resolution Authorizing Change Order No. 1, in the Amount of \$38,774.00 for Additional Fresh Air Damper/Cabinet Heater Wiring, Additional Roof Repairs Necessitated by the Fresh Air Damper/Cabinet Heater Wiring to TNS Construction, LLC, 1294 Waterloo Road, Stanhope, NJ 07874 (Lepore)

9. Ordinances on Second and Final Reading

- a. 2661-21** Bond Ordinance Providing for Various Capital Improvements In and By the Township of West Orange, in the County of Essex, New Jersey, Appropriating \$15,236,000 Therefor and Authorizing the Issuance of \$14,510,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof (Gross)
- b. 2662-21** Bond Ordinance Providing for the Acquisition of Various Properties Pursuant to the Downtown Redevelopment Plan, By and In the County of Essex, State of New Jersey, Appropriating \$7,000.000 Therefor and Authorizing the Issuance of \$7,000,000 Bonds or Notes of the Township to Finance the Cost Thereof (Gross)
- c. 2663-21** Bond Ordinance Providing for the Remediation, Demolition and Development of Township Owned Properties Identified on the Official Tax Map of the Township and Commonly Known as Block 9, Lots 32 and 36, Commonly Referred to as 8-10 Central Avenue, Respectively, Pursuant to the Central Avenue Development Plan, By and In the County of Essex, State of New Jersey, Appropriating \$500,000 Therefor and Authorizing the Issuance of \$500,000 Bonds or Notes of the Township to Finance the Cost Thereof (Gross)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing

- a. 673-21** Resolution Rescinding in Part ABC Resolution No. 659-21, Removing Licensee No. 0722-33-067-010, Fan & Jade, Inc., (Inactive/Pocket License) and License No. 0722-44-027-005, AMI West Orange, LLC (Inactive/Pocket License) as Licenses Approved for Renewal for the 2021-2022 License Term for Failure to Obtain Required Special Rulings (Legal-Kayser)
- b. 674-21** Hearing on Renewal for Plenary Retail Consumption, Distribution and Club Licenses for the 2021-2022 License Term (Clerk)

13. Adjournment

The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)

Agenda is subject to change.

Next Meeting Date(s): November 9, 2021

RESOLUTION

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, in the county of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$50,000.00, which is now available as a revenue from NJ Department of Health & Senior Services in the amount of \$50,000.00.

BE IT FURTHER RESOLVED, that like the sum of \$50,000 is hereby appropriated under the caption COVID-19 Vaccination Supplemental Funding 2022; and

BE IT FURTHER RESOLVED that the above is the result of funds from NJ Department of Health & Senior Services in the amount of \$50,000.00.

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township of West Orange in the County of Essex in the State of New Jersey.

Resolution No.: 267-21

Offered by: _____

Seconded by: _____

Adopted: October 26, 2021

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

RESOLUTION

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, in the county of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$23,580.80, which is now available as a revenue from the Municipal Alliance on Alcoholism and Drug Abuse.

Pursuant to the provision of the statute, and

BE IT FURTHER RESOLVED, that like the sum of \$29,476.00 is hereby appropriated under the caption the Municipal Alliance on Alcoholism and Drug Abuse; and

BE IT FURTHER RESOLVED that the sum of \$5,895.20 representing the amount required for the municipality's share of the aforementioned undertaking or improvement appears in the budget of the year 2021 under the caption the Municipal Alliance on Alcoholism and Drug Abuse – Match and is hereby under the caption of the Municipal Alliance on Alcoholism and Drug Abuse – Match; and

BE IT FURTHER RESOLVED that the sum of \$29,476.00 be anticipated from the proceeds of an emergency resolution theretofore adopted providing for the municipality's share of said project or undertaking and the appropriation of the last-named sum be added to and be supplementary to the appropriation in Section 2 above.

BE IT FURTHER RESOLVED that the above is a result of a State grant of \$23,580.80 from the Municipal Alliance on Alcoholism and Drug Abuse.

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township of West Orange in the County of Essex in the State of New Jersey.

Resolution No.: 268-21

Offered by: _____

Seconded by: _____

Adopted: October 26, 2021

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

RESOLUTION

WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an appropriation for the equal amount;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Orange, in the county of Essex, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$291,042.00 which is now available as a revenue from the NJ Department of Health & Senior Services in the amount of \$291,042.00

BE IT FURTHER RESOLVED, that like the sum of \$291,042.00 is hereby appropriated under the caption Strengthening Local Public Health Capacity Program; and

BE IT FURTHER RESOLVED that the above is the result of funds from the NJ Department of Health & Senior Services in the amount of \$291,042.00

I, Karen J. Carnevale, Municipal Clerk of the Township of West Orange in the County of Essex in the State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Township of West Orange in the County of Essex in the State of New Jersey.

Resolution No.: 269-21

Offered by: _____

Seconded by: _____

Adopted: October 26, 2021

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

RESOLUTION

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

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

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

WHEREAS, on March 19, 2019, the Township Council adopted resolution 89-19 which authorized the award of a Management, Operation and Maintenance Service Agreement for the West Orange Recycling Center and Composting Facility (the “Agreement”) to Reliable Wood Products, LLC (“Reliable Wood”) of 393 Lincoln Boulevard, Middlesex, New Jersey, 08846 for the operation of the Recycling Center for Class B materials, exempt wood, Class C materials, exempt compost and to operate the Recycling Center for the collection and processing of mixed paper, cardboard and commingled containers (the “Operations”) for a period of three (3) years with two (2) additional one year options; and

WHEREAS, the initial term of the Agreement is set to expire on February 28, 2022; and;

WHEREAS, the Township seeks to exercise the first of the two (2) one year options consistent with the terms of the Agreement.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to exercise the first of the two (2) one-year extensions for the Agreement consistent with the terms set forth therein; and be it further

RESOLVED that the Township Clerk shall be authorized to forward an executed copy of this resolution to Reliable Wood as notice of the Township's exercise of the extension option.

Karen J. Carnevale
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

Exhibit “A”

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

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

WITNESSETH

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

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

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

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

WHEREAS, The Township prepared a Request for Proposal for the services entitled "Operation of the Township of West Orange Recycling Center" dated July 2018 (the "RFP") annexed hereto as Exhibit "A"; and

WHEREAS, on July 17, 2018, the Township received a response to the Request for Proposal from Reliable (the "Proposal"), a portion of which is annexed hereto as Exhibit "B"

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

1. Term – the term of this Agreement shall commence on March 1, 2019 for a three (3) year period with the options to renew for two (2) additional one (1) year periods. The Township shall notify Reliable at least one hundred twenty (120) days prior to the expiration of the three (3) year period or the first one (1) year extension if it desires to exercise the option to renew for an additional one (1) year period.

2. Rent – Reliable shall pay to the Township rent for the use and occupancy of the Facility at the rate of \$50,004 annually, or \$4,167 per month. This rate shall apply for the initial three (3) year period. In the event this Agreement is extended for either or both of the two (2) optional one (1) year periods for 2021-2022 and/or 2022-2023, Reliable shall pay to the

Township rent for the use and occupancy of the Facility at the rate of \$50,004 annually, or \$4,167 per month.

3. Other Provisions – This Agreement between Reliable and the Township is subject to all terms and conditions contained in the RFP and the Proposal, which are attached hereto and incorporated herein in full as though set forth in verbatim and as if they were fully reiterated in the body of this Agreement. If any conflicts exist between the terms and conditions in the RFP and the Proposal, the terms and conditions of the RFP shall govern. Notwithstanding the foregoing, the following terms and conditions apply:

- (a) Reliable agrees to meet its obligation to make on-site improvements required under Section 2.13 of the RFP, by installing new asphalt paving on the section of the Property depicted on the Facility Site Plan and Site Improvement Plan appended to the RFP and labeled "Proposed New Asphalt Travel Way." See Exhibit "A" Appendices. This installation shall occur pursuant to the Township's specifications as follows:

All areas where the pavement base has failed as evidenced by pavement cracks called "alligatoring" the pavement shall be cut out, removed and replace with six inches of hot mix asphalt stabilized base course, Mix I-2. Then all existing paved travelways shall be resurfaced with hot mix asphalt surface course Mix I-4, two to three inches thick.

This installation shall be completed no later than May 31, 2019.

- (b) Reliable agrees that: (i) no more than 7,500 cubic yards of processed brush, logs, woodchips, and mixed wood materials ("Permitted Processed Class B Materials"); (ii) no more than 7,500 cubic yards of unprocessed brush, logs, woodchips, and mixed wood materials ("Permitted Unprocessed Class B Materials"); (iii) no more than 5,000 cubic yards of finished processed brush, logs, woodchips, and mixed wood materials ("Permitted Finished Class B Materials") and (iv) no more than 10,000 cubic yards of leaves ("Permitted Class C Materials") will remain on the Property at any particular time. Should the New Jersey Department of Environmental Protection change the total amount of material that may be stored on site at any given time, or make any other changes to the regulations applicable to this site, the allowable storage on the property shall conform to any new regulations so adopted.
- (c) Reliable shall maintain monthly logs for all incoming and outgoing Class B material in a manner that conforms to the form annexed hereto as Exhibit "C."
- (d) 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 276 cubic yards in a thirty (30) day period following the disaster declaration, then Reliable may invoice the Township for the amount of Class-B materials that

exceed the 276 cubic yards in the thirty (30) day period at a rate of \$15 per cubic yard. Reliable agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to Reliable pursuant to this provision.

- (e) 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 276 cubic yards in a thirty (30) day period following the adoption of the Executive Order; Reliable 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 276 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 paragraphs (d) or (e), Reliable 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.

- (f) Reliable may charge residents for the acceptance of tires at a rate not to exceed \$5 per tire for regular passenger tires, this provision shall not apply to the acceptance of tires generated by or from municipal vehicles which Reliable shall accept at no charge to the Township.

4. Early Termination Provision – Reliable may terminate this Agreement by providing the Township with at least one hundred eighty (180) days prior notice of its intent to terminate this Agreement if in any three year period of this Agreement:

- (a) Reliable has been adjudicated as having violated the Air Pollution Control Act, N.J.S.A. 26:2C-1, et. seq. and the regulations of the Department of Environmental Protection (the "DEP") at N.J.A.C. 7:27-1.1, et. seq.;

- (b) Reliable has been assessed and pays monetary fines or penalties in excess of \$50,000;

- (c) Reliable has provided records to the Township of incoming and outgoing Class B materials in and from the Facility on a monthly basis; and

- (d) Reliable has made all reasonable and requisite efforts to avoid such violations, including, but not limited to:

- (i) operating the odor control system at the Facility during grinding, during opening piles of any materials at the Facility, and/or during periods of high winds as required under this Agreement;

- (ii) maintaining the materials below the levels and amounts set forth in Paragraph 3(b) of this Agreement; and

(iii) Has completed the reconfiguration of the Class B Operations area to conform to the proposed revised site plan wherein the soil currently stored on site has been removed, a berm has been constructed along the access road to the Class C area and all Class B operations have been removed to the furthest boarder of the Class B area as indicated in prior drawings.

(iv) conducted daily inspections along Summit Street and at the entrance driveway of the Facility to detect possible dissemination of odors from the Property.

5. Notice – Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid mail to the Municipal Clerk, Township of West Orange, 66 Main Street, West Orange, New Jersey 07052 or such other address as the Township may designate in writing to Reliable. Any notice required hereunder to Reliable shall be hand delivered or mailed by certified first-class postage prepaid mail to the Reliable Wood Products, LLC, 398 Lincoln Boulevard, Middlesex, New Jersey 08846 or such other address as Reliable may designate in writing to the Township.

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

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

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

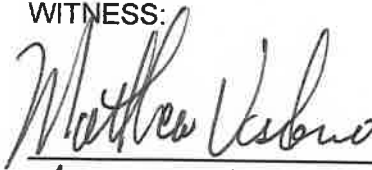
ATTEST:

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:



Matthew Vastano

4826-4529-9330, v. 1

RELIABLE WOOD PRODUCTS, LLC

By: 

Eugene J. Ciarkowski, Managing Member
MANAGER

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

June 2018

*The Township of West Orange
Anne DeSantis
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	Bid 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
2.20	Annual 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 Respondent Disclosure Form
- 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 Affirmative Action Affidavit
- 3.13 Proposal Form
- 3.14 Respondent Proposal Form
- 3.15 Disclosure of Violation Form
- 3.16 Disclosure of Political Contributions
- 3.17 List of All Certified Compost Facility Operators with Copies of Certificates (to be supplied by responding party)
- 3.18 Equipment Dedication Affidavit
- 3.19 Bid Bond Form (in a form to be supplied by responding party)
- 3.20 Iranian Disclosure Statement

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

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

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

June 5, 2018

NOTICE OF BIDDERS

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.**

The submission date is **Tuesday July 17, 2018 at 3:30 pm**, bids 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 adesantis@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. Bidder must supply one (1) original, two (2) copies of original, and one (1) PDF copy on CD ROM.

Each proposal must be accompanied by a bid bond or certified check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for 100% of the annual value of the submitted proposal. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), have a valid NJ Business Registration Certificate P.L. 2004, c.57, and must comply with the New Jersey Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Anne DeSantis
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

- 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 **October 1, 2018** 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 Anne DeSantis, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Tuesday, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be (1) original, two (2) copies of original, and on (1) PDF copy on CD Rom.
- 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:
- o Proposal Documents for Operation of Township of West Orange Recycling Center
 - o Respondent's Name
 - o Respondent's Address
 - o 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:
- o Respondent Disclosure Statement (See Section 3.01)
 - o Affidavit of Authorization (See Section 3.02)
 - o Moral Integrity Affidavit (See Section 3.03)
 - o Non-Collusion Affidavit (See Section 3.04)
 - o Subcontractor Use Form (See Section 3.05)
 - o Experience Affidavit (See Section 3.06)
 - o Personnel Affidavit (See Section 3.07)
 - o Equipment List (in a form to be supplied by responding party) (See Section 3.08)
 - o Consent of Surety (See Section 3.09)
 - o Affirmative Action Requirement (See Section 3.10)
 - o Affirmative Action Affidavit (See Section 3.11)
 - o Proposal Form (See Section 3.12)
 - o Respondent Proposal Form (See Section 3.13)
 - o 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 3.14)
 - o Disclosure of Political Contributions (See Section 3.15)
 - o Iranian Disclosure Statement (see Section 3.16)
 - o 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 3.17)
 - o Equipment Dedication Affidavit (See Section 3.18)
 - o "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 3.19)
 - o Facility Site Plan (See Appendix "A")
 - o Detailed Facility Site Plan Improvements and Layout (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 June 22, 2018, 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 or before July 10, 2018.

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 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:

- o Facility Owner
- o Location of Facility
- o Responsibilities
- o Principals of each firm involved;
- o Contact person, including telephone number and address; and
- o 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 of Depot/Transfer facility 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 bid documents. In addition to the bidder's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:

- 1) Revenues to be received or cost to be paid
- 2) Experience of the Respondent
- 3) Qualifications of staff to be assigned the work
- 4) Equipment to be assigned to perform the work
- 5) Violations, Fines, Notices of Violations from any governmental agency
- 6) Detailed site improvement plan

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	0 to 30
2. Experience of Respondent	0 to 25
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15
6. Detailed Site Improvement Plan	0 to 5

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2018 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 ***Bid Proposal Security***
- 1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a “bid 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 bid 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 bid 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 bid 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 bid 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 supervisory personnel indicated in the Proposal shall not be changed without approval from the Township of West Orange.

- 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 by typewriter. 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 Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.

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

The work solicited under this bid 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 Exhibit B (Rev. 9/92) P.L. 1975, C. 127 (N.J.A.C.17:27) Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts***

1.17.1 During the performance of this contract, the Contractor agrees as follows.

A. 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not limit to the following: employment, upgrading, demotion, or transfer; 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 to this nondiscrimination clause.

- B. The Contractor and Subcontractor, where applicable will, in all solicitation 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, nationally or sex.
- C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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.
- E. The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2
- F. The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, nation 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.
- G. The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals 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.

- H. In conforming with the applicable 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, 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.
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of following three documents.
- 1) Letter of Federal Affirmative Action Plan Approval
 - 2) Certificate of Employee Information Report
 - 3) Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such a report or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

1.18

Historical Recycling Quantities

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Commingled	Corrugated Paper	Mixed Paper and Newspaper
2008	3,832	4,401	1,470	527	664	775
2009	2,183	4,421	1,351	477	373	305
2010	1,901	8,016	507	560	387	515
2011	9,644	1,662	1,872	155	239	391
2012	8,617	2,014	2,871		135	279
2013	6,032	3,257			239	391
2014	4,190	3,672			116	159
2015	4,603	4,257			106	156
2016	3,422	4,309		183.30	239	391
2017	2,407	5,250		106.28	112	120

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
June 15, 2018	Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.
June 22, 2018	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.
July 10, 2018	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.
July 17, 2018	Proposals must be submitted to and received by Anne DeSantis, 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.
August 2018 – September 2018	Transition
October 1, 2018	Contract between winning bidder and Township of West Orange will commence.
June 2, 2021	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
October 1, 2021	First additional one-year contractual period commences if Township exercises its option.
June 2, 2022	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
October 1, 2022	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

“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.

“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.

“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.

“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 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.

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.

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.

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.	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	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

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

- 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 leaves.

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 licensed to do business in West Orange 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. 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**.

2.9.5 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 topsoil, compost, mulches and various landscape supplies from the Facility.

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) Corrugated Paper
- 2.11.1(d) Mixed Paper
- 2.11.1(e) Steel food and product (non-toxic) containers
- 2.11.2(f) Tires (without rims)
- 2.11.2(g) Scrap metal
- 2.11.2(h) Propane Tanks (empty)
- 2.11.2(i) 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. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed Vegetative Waste 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 processed Vegetative Waste 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 resident's 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, s/he 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.

2.18 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)I 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)I 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 \$750.00 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 \$150.00 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 that exceeds 2.0 hours in length; 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 \$.565/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

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 bid 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 to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, up to two hundred fifty dollars (\$250.00) shall be assessed per day for each such failure until such time as the Recycling Convenience Center has been made to comply with the facility operating requirements.

2.19.4 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.

2.19.5 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.

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

2.19.7 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.

2.19.8 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.

2.19.9 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.

2.20 ANNUAL 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.

2.20.2 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:

- 2.20.2(a) The marketing date
- 2.20.2(b) The weight receipt number
- 2.20.2(c) The market's name
- 2.20.2(d) The market's address
- 2.20.2(e) The weight of the material sold
- 2.20.2(f) The range and average price received per ton for each recyclable during the year.
- 2.20.2(g) All data must be provided on the Operator's letterhead and signed.
- 2.20.2(h) The prices paid to the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.3 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 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.

2.21 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 disposal;
 - 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.

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, in 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 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 bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder 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-bidding 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

Article 3.01

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. _____

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp. _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____

Subchapter S Corp. _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

Owner or Representative Signature

Print Name and Title

NOTARY PUBLIC

Sworn before me this ____ day of _____ 2018

Article 3.2

*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 _____ 2018.

(Notary Public)

My commission expires _____

Article 3.03

MARKET AFFIDAVIT AND GUARANTEE

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 _____ 2018

Notary Public of
My Commission expires _____, 2018

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 _____ 2018.

(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 bidder 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 bidder has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive bidding 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 _____ 2018.

(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.

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 bid 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 bid
and described for purposes of this instrument as a bid 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

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Article 3.12

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the 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. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative actions program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval) No _____

2. Do you have a State Certificate of Employee Information Report approval?

Yes _____ (If yes, submit a copy of such approval) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

Article 3.13

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 bid documents:

1. Base Bid – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This bid 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
OCTOBER 1, 2018 (PERIOD OCTOBER 1, 2018 THROUGH
SEPTEMBER 30, 2021)

\$ _____
In Numerals

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST
ORANGE FOR THE 36 MONTH PERIOD COMMENCING
OCTOBER 1, 2018 (MONTHS 1 THROUGH 36)

\$ _____
In Numerals

In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2021 (PERIOD OCTOBER 1, 2021
THROUGH SEPTEMBER 30, 2022)

\$ _____
In Numerals

In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2022 (PERIOD OCTOBER 1, 2022 THROUGH
SEPTEMBER 30, 2023)

\$ _____
In Numerals

In Words

ARTICLE 3.14

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 3.15

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 _____, 2018

(Notary Public)

My commission expires _____.

ARTICLE 3.16

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in the amount is awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1. et seq.), the successful bidder shall be required within seven (7) days of receipt of the notice of award of the contract, to file with the Division of Purchase and the Township Clerk in accordance with Ordinance 1180-93, a written statement setting forth all political contributions in cash or in kind, of \$200.00 or more made within five (5) years of the date of the notice of the award, either directly or indirectly, by said bidder, and/or any of its principal officers, to any elected official of the Township currently in the office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

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

BIDDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2018.

(Notary Public)

My commission expires on _____.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

Pursuant to Public Law 2012, c. 25, 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 New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

- € Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- € Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	

Duration of Engagement: _____ Anticipated Cessation: _____	
Date: _____	
Proposer 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 the Township of West Orange, State of New Jersey 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 the Township 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 the Township of West Orange, State of 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: _____

Article 3.18

List All Certified Compost Facility Operators and Include Copies of Certificates,
Including Compost Facility Operator Certificate
(to be supplied by responding party)

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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 Bidder)

of the _____ and being duly
(Name of Bidder)

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 Bid 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 3.19

Bid Bond Form

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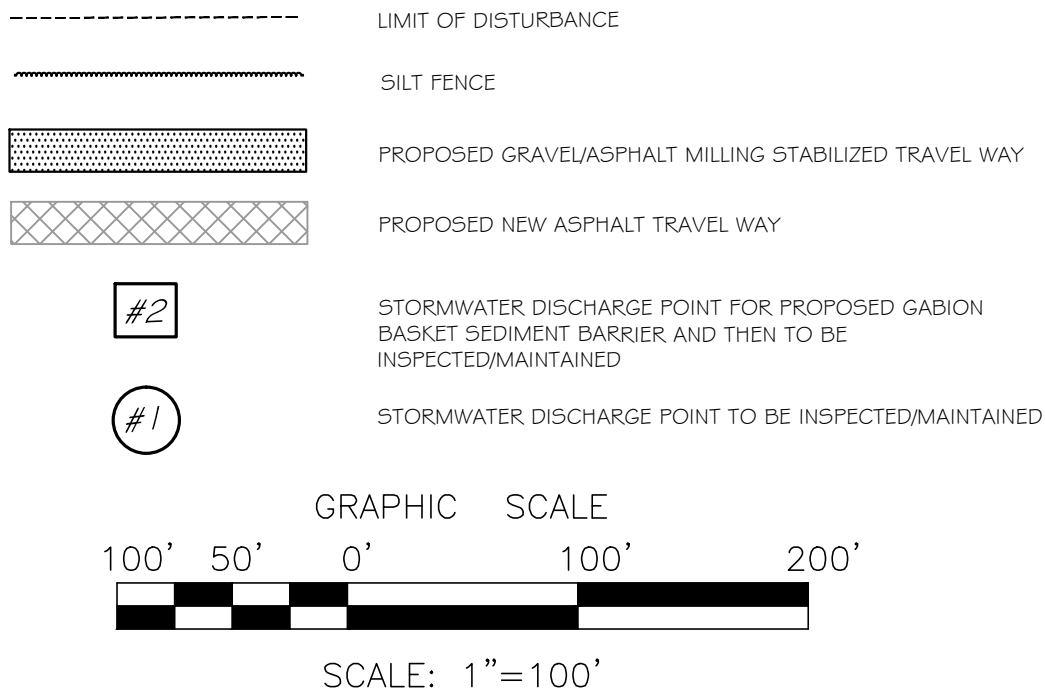
APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

NOTICE: These documents are an instrument of service and are the property of Jenne Associates, LLC. The documents may not be used for the continuation of this project, nor sold, without the written Authorization of Jenne Associates, LLC.

LEGEND



GENERAL NOTES

- TOPOGRAPHIC SURVEY INFORMATION BASED ON WEST ORANGE TOPOGRAPHIC SURVEY PREPARED BY WSP*SELLS, CHARLTON, MA. DATE OF PHOTOGRAPHY SPRING 2010.
- PROPERTY LINES ARE SHOWN BASED ON PLAN ENTITLED "INCINERATOR PROPERTY", PREPARED BY JOHN T. MC CANN, PE, LS DATED JULY 1976. THEY ARE INTENDED FOR APPROXIMATE PROPERTY LINE REPRESENTATIVE ONLY AND NOT TO BE INTERPRETED AS AN EXACT LOCATION OF THE PROPERTY LINES.
- THIS DRAWING REFLECTS CONDITIONS AS OF THE DRAWING DATE OF THE ABOVE REFERENCED SURVEYS.
- THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES ARE SHOWN BASED ON AVAILABLE INFORMATION AND SURFACE EVIDENCE AND ARE TO BE CONSIDERED APPROXIMATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION (NJ ONE-CALL AT 811 OR 1-800-272-1000) AND NOTIFY THE DESIGNER IMMEDIATELY IF THE LOCATION OF UNKNOWN UTILITIES MAY IMPACT THE PROPOSED CONSTRUCTION.
- CONSTRUCTION MUST BE PERFORMED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND REQUIREMENTS, MANUFACTURERS INSTALLATION REQUIREMENTS AND PROCEDURES AND IN CONFORMANCE WITH CONSTRUCTION INDUSTRY PRACTICE.

MAINTENANCE SCHEDULE

TIME	TASK
BI-WEEKLY	SWEEP ASPHALT ROADWAYS
BI-ANNUALLY	INSPECT ALL STONE/MILLINGS TRAVEL WAYS AND CLEAN/INSPECT ALL STORMWATER DISCHARGE POINTS, REPAIRING AS NECESSARY.
AFTER EVERY 2" OR GREATER RAINFALL AND AS NEEDED	INSPECT ALL STONE/MILLINGS TRAVEL WAYS AND CLEAN/INSPECT ALL STORMWATER DISCHARGE POINTS, REPAIRING AS NECESSARY.

AREA OF DISTURBANCE

TOTAL - 560,200 SF (12.98 ACRES)

DUST CONTROL NOTES

- AS PER THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW JERSEY, JULY 1999. THE FOLLOWING METHODS SHOULD BE CONSIDERED FOR CONTROLLING DUST:

MULCHES - SEE STANDARD FOR STABILIZATION WITH MULCHES ONLY (PG. 5-1)

VEGETATIVE COVER - SEE STANDARDS FOR TEMPORARY VEGETATIVE COVER (PG. 7-1), PERMANENCE VEGETATIVE COVER FOR SOIL STABILIZATION WITH SOD (PG. 6-1)

SPRAY-ON ADHESIVES - ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS) KEEP TRAFFIC OFF THESE AREAS

TABLE 16-1 : DUST CONTROL MATERIALS

MATERIAL	WATER DILUTION	TYPE OF NOZZLE	APPLY (GAL/ACRE)
ANIONIC ASPHALT EMULSION	7:1	COARSE SPRAY	1,200
LATEX EMULSION	12.5:1	FINE SPRAY	235
RESIN IN WATER	4:1	FINE SPRAY	300
POLYACRYLAMIDE (PAM) - SPRAY ON	MAY ALSO BE USED AS AN ADDITIVE TO SEDIMENT BASINS TO FLOCCULATE AND PRECIPITATE SUSPENDED COLLOIDS. SEE SEDIMENT BASIN STANDARDS (PG. 26-1) APPLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS		
POLYACRYLAMIDE (PAM) - DRY SPRAY			
ACIDULATED SOY BEAN SOAP STICK			
	NONE	COARSE SPRAY	1,200

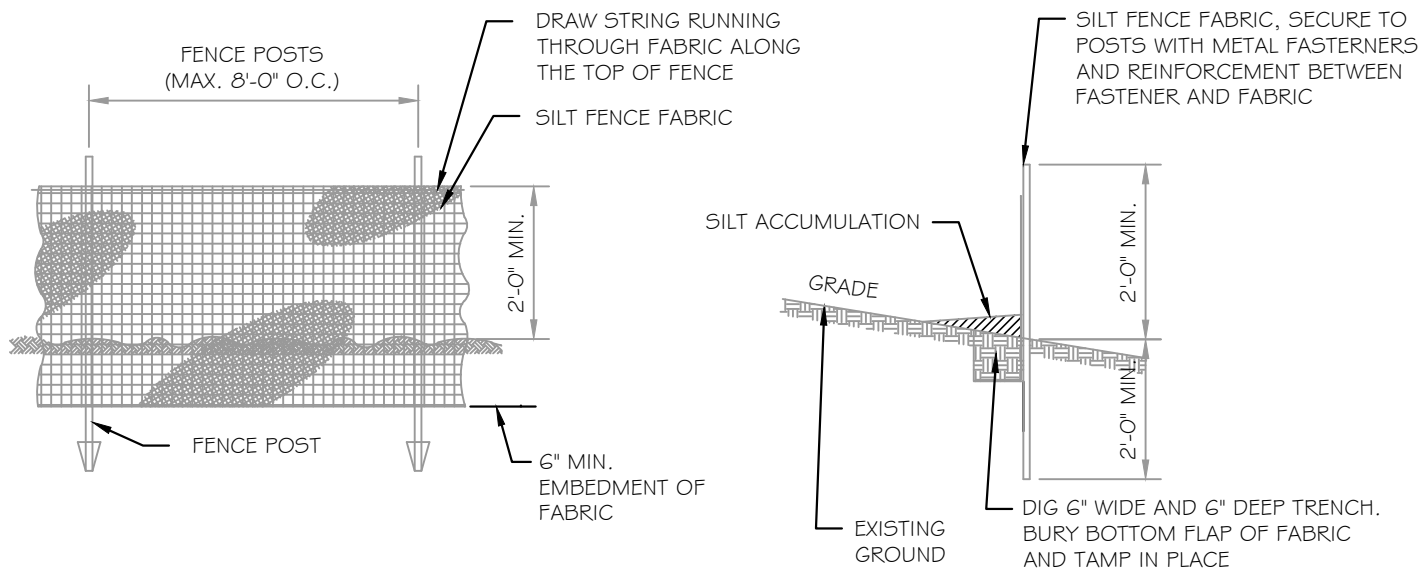
TILLAGE - TO ROUGHEN SURFACE AND BRING CLODS TO THE SURFACE. THIS IS A TEMPORARY EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON WINDWARD SIDE OF THE SITE CHISEL-TYPE PLOWS SPACE ABOUT 12 INCHES APART, AND SPRING-TOOTHED HARROWS ARE EXAMPLES OF EQUIPMENT WHICH MAY PRODUCE THE DESIRED EFFECT.

SPRINKLING - SITE IS SPRINKLED UNTIL THE SURFACE IS WET

BARRIERS - SOLID BOARD FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY, AND SIMILAR MATERIAL CAN BE USED TO CONTROL AIR CURRENTS AND SOIL BLOWING.

CALCIUM CHLORIDE - SHALL BE IN THE FORM OF LOOSE, DRY GRANULATES OF FLAKES FINE ENOUGH TO FEED THROUGH COMMONLY USED SPREADERS AT A RATE THAT WILL KEEP SURFACE MOIST BUT NOT CAUSE POLLUTION OR PLANT DAMAGE. IF USED ON STEEPER SLOPES, THEN USE OTHER PRACTICES TO PREVENT WASHING INTO STREAMS, OR ACCUMULATION AROUND PLANTS.

STONE - COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL.



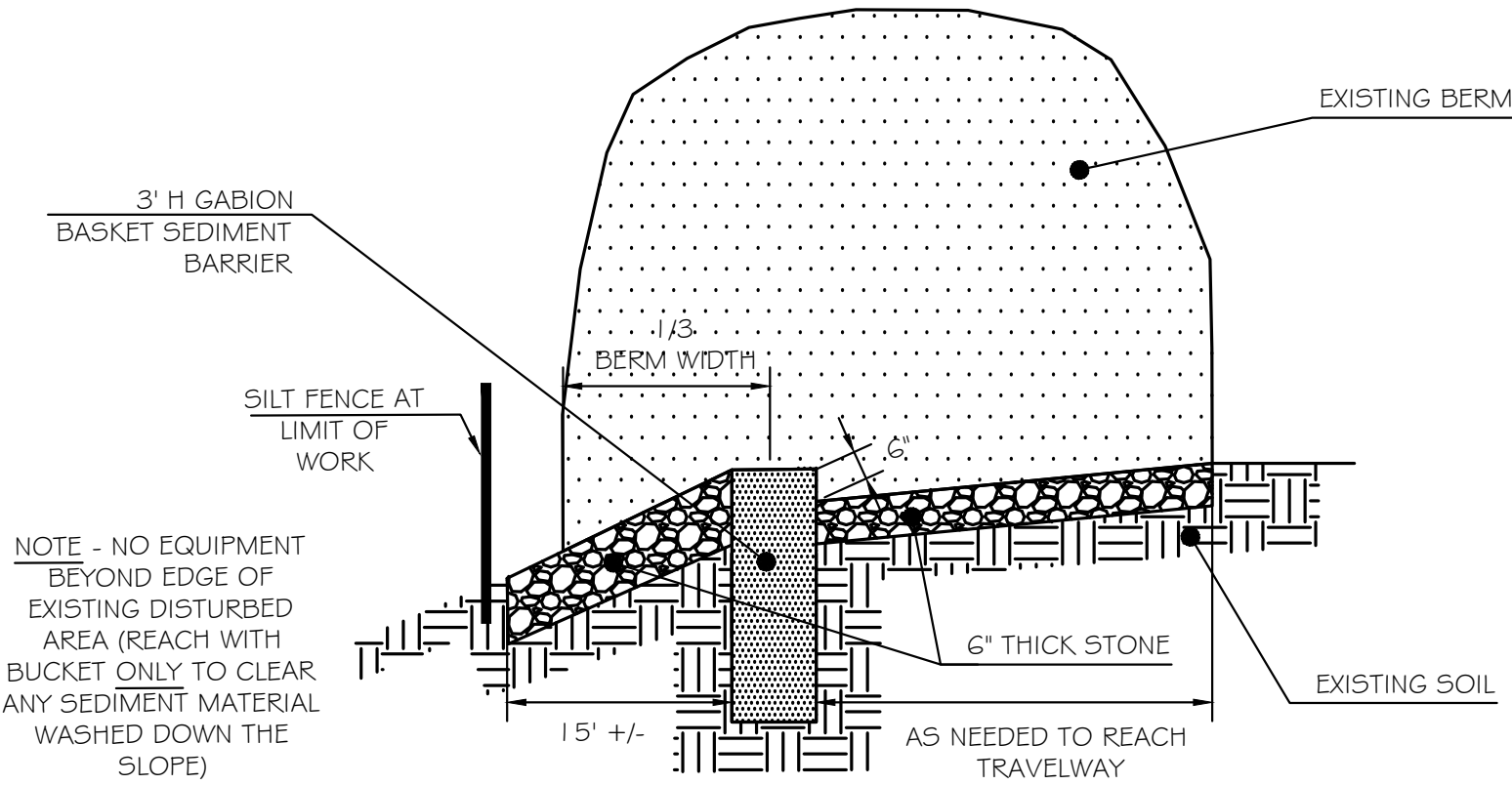
ELEVATION

INSTALLATION DETAIL

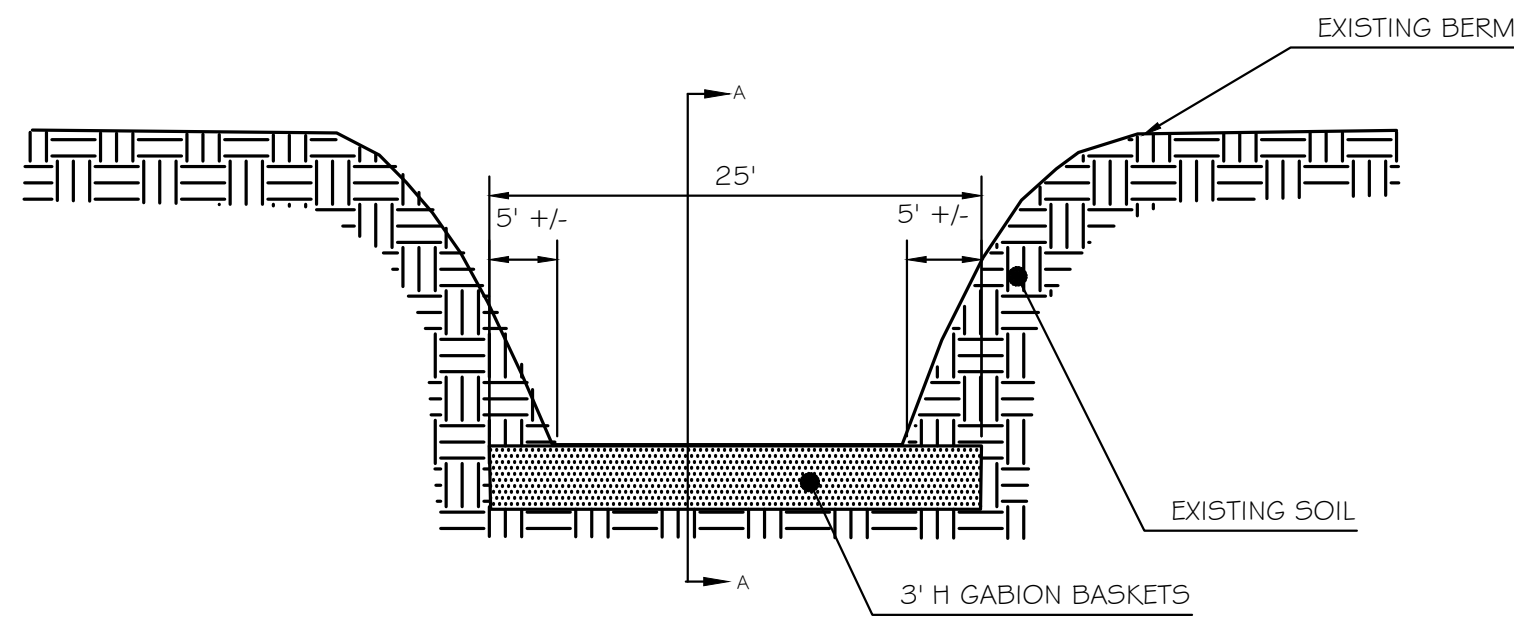
- MATERIALS**
- SILT FENCE CLOTH: FILTER X, POLY-FILTER X, MIRFI 100X, LAUREL EROSION CONTROL CLOTH, BIDIM OR APPROVED EQUAL (SUN RESISTANT)
 - POST: 2" HARDWOOD OR 1" OF 1" D" TYPE STEEL (WEIGHING NOT LESS THAN 1.33 POUNDS PER LINEAR FOOT)

1 SILT FENCE DETAIL

NOT TO SCALE



SECTION A-A



ELEVATION

2 GABION BASKET SEDIMENT BARRIER

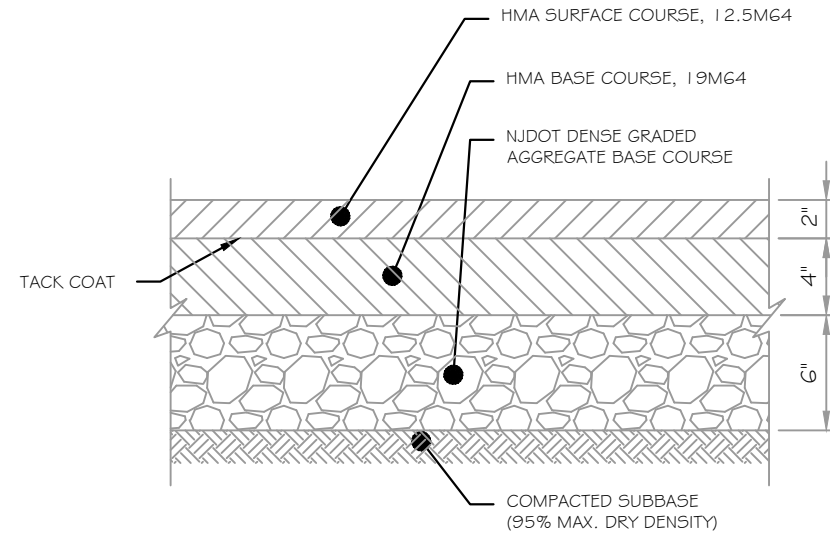
NOT TO SCALE

SOIL EROSION & SEDIMENT CONTROL NOTES

- ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" 7TH EDITION LAST REVISED JANUARY 2014. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
- ALL SOIL TO BE EXPOSED OR STOCKPILED FOR A PERIOD OF GREATER THAN 14 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, WILL BE TEMPORARILY SEEDED AND HAY MULCHED OR OTHERWISE PROVIDED WITH VEGETATIVE COVER. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHEREBY PERMANENT RESTABILIZATION IS ESTABLISHED.
- SEEDING DATES: THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPCSD: SPRING - 3/1-5/15 AND FALL - 8/15 - 10/1.
- SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED.
- ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
- MULCH MATERIALS SHALL BE UN-ROTTED SMALL GRAIN STRAW APPLIED AT THE RATE OF .70 TO .90 POUNDS PER 1,000 SQUARE FEET AND ANCHORED WITH A MULCH ANCHORING TOOL, LIQUID MULCH BINDERS, OR NETTING TIE DOWN. OTHER SUITABLE MATERIALS MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
- ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 364-0784 OR EMAIL - INFORMATION@HEPCSD.ORG
- THE APPLICANT MUST OBTAIN A DISTRICT ISSUED REPORT-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY. NJ - DCA OR ANY OTHER CONTROLLING AGENCY, CONTACT THE DISTRICT AT 973-364-0786 TO REQUEST A FINAL INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE RESTABILIZATION MEASURES. A PERFORMANCE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROHIBITS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.
- PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. WATER PUMPED OUT OF THE EXCAVATED AREAS CONTAINS SEDIMENTS THAT MUST BE REMOVED PRIOR TO DISCHARGING TO RECEIVING BODIES OF WATER USING REMOVABLE PUMPING STATIONS, SUMP PITS, PORTABLE SEDIMENTATION TANKS AND/OR SILT CONTROL BAGS.
- ALL SURFACES HAVING LAWN OR LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED TOPSOIL PRIOR TO RE-SEEDING, SODDING OR PLANTING. A DEPTH OF 5 INCHES (UNSETTLED) IS RECOMMENDED.
- ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
- A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE EXITS USING 2 1/2 - 1" CRUSHED ANGULAR STONE (ASTM 2 OR 3) TO A MINIMUM LENGTH OF 50 FEET AND MINIMUM DEPTH OF 6". ALL DRIVEWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
- STEEP SLOPES INCURRING DISTURBANCE MAY REQUIRE ADDITIONAL STABILIZATION MEASURES. THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANT'S ENGINEER AND BE APPROVED BY THE SOIL CONSERVATION DISTRICT.
- THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS INFORMATION SHALL BE PROVIDED. ADDITIONAL MEASURES DEEMED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.

SEQUENCE OF CONSTRUCTION

TIME	TASK
	NOTIFY HEP DISTRICT 72 HOURS PRIOR TO ANY SOIL DISTURBANCE
2 DAYS	INSTALL SILT FENCE AT PROPOSED GABION BASKET SEDIMENT BARRIER LOCATIONS
3 WEEKS	INSTALL GABION BASKET SEDIMENT BARRIERS AT INDICATED STORMWATER DISCHARGE POINTS
1 DAY	REMOVE SILT FENCE
4 WEEKS (CONCURRENT)	PLACE STONE/ASPHALT MILLINGS ON UNPAVED TRAVEL WAYS ADJACENT TO ASPHALT PAVEMENT AREAS, AS IDENTIFIED ON THE PLAN.



3 ASPHALT PAVEMENT DETAIL

NOT TO SCALE

CAUTION:
If this document does not contain the raised impression seal of the professional, it is not an authorized original document and may have been altered.

REV	DATE	BY	CHKD
Jenne Associates, LLC 1362 Crim Road, Bridgewater, NJ 08807 Tel: (908) 698-2890 Fax: (908) 926-2359 NJ Certificate of Authorization for Engineering and Land Surveying 24GA28135000			
Carl A. Jenne, P.E. NJ Professional Engineer No. 24GE02628700			
WEST ORANGE RECYCLING CENTER Township of West Orange Essex County New Jersey BLOCK 170 LOT 17			
SOIL EROSION AND SEDIMENT CONTROL PLAN			SESC-1
Job #:	Date:	Scale:	Drw. By:
J13014	4/8/2014	1"=100'	C.J.
Chk. By:	Sheet #:		
C.A.J.	of		

CAUTION: If this document does not contain the raised impression seal of the Professional, it is not an authorized original document and may have been altered.

Exhibit “B”

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Current Odor Control System

Odor Control Neutralizing Agent

COPY 1

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

July 17, 2018

**Opening Time
3:30 P.M.**

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

Section 1.0- General Description

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- 3.06 Subcontractor Use Form
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- 3.15 Disclosure of Violation Form
- 3.16 Disclosure of Political Contributions
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- 3.18 Equipment Dedication Affidavit
- 3.19 Bid Bond Form (in a form to be supplied by responding party)
- 3.20 Iranian Disclosure Statement
- 3.21 Acknowledgement of Receipt of Addenda
- 3.22 Request for New Jersey 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
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SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT

NOTICE OF BIDDERS

Request for Proposal

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1(a), et seq. 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.**

The submission date is **Tuesday July 17, 2018 at 3:30 pm**, bids 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 adesantis@westorange.org. There will be a pre-bid site meeting, please contact Township for more information.

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. Bidder must supply one (1) original, two (2) copies of original, and one (1) PDF copy on CD ROM.

Each proposal must be accompanied by a bid bond or certified check for 10% of proposal amount, not to exceed \$20,000.00 and a Consent of Surety to provide a performance bond for 100% of the annual value of the submitted proposal. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), have a valid NJ Business Registration Certificate P.L. 2004, c.57, and must comply with the New Jersey Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Anne DeSantis
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

- 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 **October 1, 2018** 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 Anne DeSantis, Township of West Orange Purchasing Agent, on or before **3:30 P.M. on Tuesday, July 17, 2018**, and will be publicly opened by the Township on **Tuesday, July 17, 2018 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, there shall be (1) original, two (2) copies of original, and on (1) PDF copy on CD Rom or flash drive.
- 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:

- Respondent Disclosure Statement (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Moral Integrity Affidavit (See Section 3.03)
- Non-Collusion Affidavit (See Section 3.04)
- Subcontractor Use Form (See Section 3.05)
- Experience Affidavit (See Section 3.06)
- Personnel Affidavit (See Section 3.07)
- Equipment List (in a form to be supplied by responding party) (See Section 3.08)
- Consent of Surety (See Section 3.09)
- Affirmative Action Requirement (See Section 3.10)
- Affirmative Action Affidavit (See Section 3.11)
- Proposal Form (See Section 3.12)
- Respondent Proposal Form (See Section 3.13)
- 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 3.14)
- Disclosure of Political Contributions (See Section 3.15)
- Iranian Disclosure Statement (see Section 3.16)
- 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 3.17)
- Equipment Dedication Affidavit (See Section 3.18)
- "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 3.19)
- Facility Site Plan (See Appendix "A")
- Detailed Facility Site Plan Improvements and Layout (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 June 22, 2018, and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, N.J. 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site. There will be a planned site visit on June 15, 2018 at 10:00 A.M. the location: 590 Mt. Pleasant Ave., West Orange, N.J.
- 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 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 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;

- o Contact person, including telephone number and address; and
 - o 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 of Depot/Transfer facility 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 bid documents. In addition to the bidder's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's bid with respect to the following items:

- 1) Revenues to be received or cost to be paid
- 2) Experience of the Respondent
- 3) Qualifications of staff to be assigned the work
- 4) Equipment to be assigned to perform the work
- 5) Violations, Fines, Notices of Violations from any governmental agency

6) Detailed site improvement plan

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	0 to 30
2. Experience of Respondent	0 to 25
3. Qualifications of Staff	0 to 10
4. Equipment	0 to 15
5. Violations, Fines, Notices of Violations	0 to 15
6. Detailed Site Improvement Plan	0 to 5

- 1.08.4 Any Bid submitted shall be for a three (3) year contract to commence October 1, 2018 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 *Bid Proposal Security*

1.10.1 Each proposal must be accompanied by a bid security in the form of a certified check from the Respondent, or a "bid 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 bid 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 bid 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 bid 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 bid 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 supervisory personnel indicated in the Proposal shall not be changed without approval from the Township of West Orange.

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 by typewriter. 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 Bid. The Base Bid is for the operation of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Bid includes the site improvements necessary for all three operations, including site vegetative screening, and landscaping.

1.15 *Compliance with the New Jersey Prevailing Wage Act*

The work solicited under this bid 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 *Mandatory Equal Employment Opportunity Language*
N.S.A.A. 10:5-31 et seq. (P.L. 1975, C.127) and N.J.A.C. 17:27 et seq.
for Goods, Professional Services and General Service Contracts

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

- 1) Letter of Federal Affirmative Action Plan Approval
- 2) Certificate of Employee Information Report
- 3) Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such a 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

1.17

Historical Recycling Quantities

Year	Brush/Tree Stumps (Class B)	Leaves (Class C)	Woodchip	Commingled	Corrugated Paper	Mixed Paper and Newspaper
2008	3,832	4,401	1,470	527	664	775
2009	2,183	4,421	1,351	477	373	305
2010	1,901	8,016	507	560	387	515
2011	9,644	1,662	1,872	155	239	391
2012	8,617	2,014	2,871		135	279
2013	6,032	3,257			239	391
2014	4,190	3,672			116	159
2015	4,603	4,257			106	156
2016	3,422	4,309		183.30	239	391
2017	2,407	5,250		106.28	112	120

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
June 15, 2018	Pre-Bid Meeting and Site Visit at Township of West Orange Recycling Center, 590 Mt. Pleasant Avenue, West Orange, New Jersey.
June 22, 2018	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.
July 10, 2018	Responses to questions concerning this Request for Proposal will be posted on the Township Web site on or before this date.

July 17, 2018	Proposals must be submitted to and received by Anne DeSantis, 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.
August 2018 – September 2018	Transition
October 1, 2018	Contract between winning bidder and Township of West Orange will commence.
June 2, 2021	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
October 1, 2021	First additional one-year contractual period commences if Township exercises its option.
June 2, 2022	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
October 1, 2022	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01- DEFINITIONS

“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.

“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 the minimal 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.

“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.

“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 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.

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.

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.

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.	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	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
- 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

- 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 minimal quantities incidentally found in the collection of leaves.

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 licensed to do business in West Orange 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. 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**.

2.9.5 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 topsoil, compost, mulches and various landscape supplies from the Facility.

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) Corrugated Paper
- 2.11.1(d) Mixed Paper
- 2.11.1(e) Steel food and product (non-toxic) containers
- 2.11.2(f) Tires (without rims)
- 2.11.2(g) Scrap metal
- 2.11.2(h) Propane Tanks (empty)
- 2.11.2(i) 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. Permits include electrical and building permits for ramps and/or trailers.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed Vegetative Waste 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 processed Vegetative Waste 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 resident's 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, 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.

2.18 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)I 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)I 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 \$750.00 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 \$150.00 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 that exceeds 2.0 hours in length; 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 \$.565/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

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 bid 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 to maintain the Recycling Convenience Center in a manner consistent with the operating parameters required under NJDEP regulations, up to two hundred fifty dollars (\$250.00) shall be assessed per day for each such failure until such time as the Recycling Convenience Center has been made to comply with the facility operating requirements.

2.19.4 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.

2.19.5 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 minimal 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.

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

2.19.7 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.

2.19.8 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.

2.19.9 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.

2.20 ANNUAL 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.

2.20.2 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:

- 2.20.2(a) The marketing date
- 2.20.2(b) The weight receipt number
- 2.20.2(c) The market's name
- 2.20.2(d) The market's address
- 2.20.2(e) The weight of the material sold
- 2.20.2(f) The range and average price received per ton for each recyclable during the year.
- 2.20.2(g) All data must be provided on the Operator's letterhead and signed.
- 2.20.2(h) The prices paid to the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.3 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 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.

2.21 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 disposal;
 - 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.

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, in 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 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 bidder fails to provide a performance bond for the first year of the contract, the Township may declare the bidder 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-bidding 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

Article 3.01

STOCKHOLDER DISCLOSURE CERTIFICATION

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. ✓

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. _____

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability ^{Company} Corp. ✓
Corporation _____ Sole Proprietorship _____ Limited Liability Partnership _____
Subchapter S Corp. _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW
Stockholders

NAME: PLEASE SEE ATTACHED

HOME ADDRESS: _____

NAME: _____

HOME ADDRESS: _____

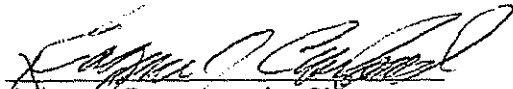
NAME: _____

HOME ADDRESS: _____

NAME: RELIABLE WOOD PRODUCTS LLC. Eugene Ciarowski, V.P

HOME ADDRESS: 398 Lincoln Blvd.

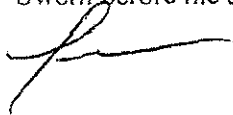
MIDDLESEX, N.J. 08846


Owner or Representative Signature

Eugene Ciarowski, Vice President
Print Name and Title

NOTARY PUBLIC

Sworn before me this 16 day of July 2018



AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/4/2019

OWNERSHIP DISCLOSURE

This Statement is incorporated by reference into the Reliable Wood Products LLC, ("RWP") Disclosure Certification submitted by Nature's in connection with the **RFP for Operation of the Township of West Orange Recycling Center**

The sole Member of RWP is:

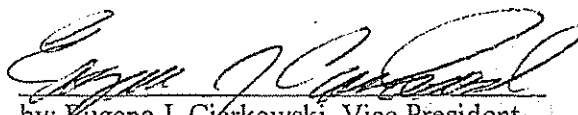
TAS Recycling, LLC, a New Jersey limited liability company, having a principal office at 398 Lincoln Boulevard, B – 1, Middlesex New Jersey 08846

The outstanding Member interests of TAS Recycling, LLC are owned Fifty (50%) Percent by Tammy Vene residing at 40 McCampbell Road, Holmdel, New Jersey 07733 and Fifty (50%) Percent by Joseph A. Kollock III, residing at 16668 Blue Marlin Court, Lewes, Delaware 19958. There are no other Members of TAS Recycling, LLC.

The Managers of TAS Recycling, LLC are Tammy Vene and Eugene J. Ciarkowski, each having an office at 398 Lincoln Boulevard, Middlesex, New Jersey 08846. Mr. Ciarkowski has no ownership interest in either TAS Recycling, LLC or in RWP. Mr. Ciarkowski also serves as Vice President of RWP.

Dated: 7/16/18

Reliable Wood Products, LLC


by: Eugene J. Ciarkowski, Vice President

Article 3.2

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of NEW Jersey

SS.

County of MIDDLESEX

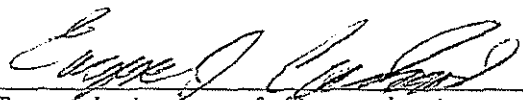
Eugene Clarkowski being duly sworn,

deposes and says that he resides at 41 WEHRLI ROAD, LONG VALLEY, NJ, 07853

that he is the VICE 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.


(Type and print name of affiant under signature)
Eugene Clarkowski

Subscribed and sworn to before me this 16 day of July 2018.


(Notary Public)

My commission expires May 4, 2019

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

Article 3.03

MARKET AFFIDAVIT AND GUARANTEE

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

I, Eugene Clarkowski, am the Vice President
(Name of Affiant) (Identify Relationship to Proposer)

of the RELIABLE WOOD Products LLC. and being duly
(Name of Proposer)

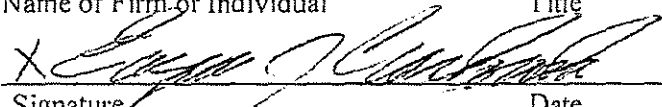
sworn, I depose and say:

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, Eugene Clarkowski ^{DURING HIS EMPLOYMENT} agrees to commit, that RELIABLE WOOD Products 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.

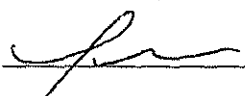
RELIABLE WOOD Products LLC Vice President
Name of Firm or Individual Title

X  7/16/18
Signature Date

EUGENE Clarkowski

Subscribed and sworn to before me

this 16 day of July 2018



Notary Public of

My Commission expires May 4, 2019

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of NEW Jersey

SS.

County of MIDDLESEX

I, Eugene Clarkowski, the Vice President of
RELIABLE WOOD Products, 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.
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).

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.

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:

SEE ATTACHED

(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.

X Eugene Clarkowski
(Respondent)

EUGENE Clarkowski, Vice President
(Type or print name of affiant under signature)

Subscribed and sworn to before me this 16 day of July 2018.

[Signature]
(Notary Public)

My commission expires May 4, 2019

Officers: 3.04 #8

Members TAS Recycling Tammy Vene and Joseph Kollack

- Eugene Ciarkowski
Vice President & General Manager
Reliable Wood Products, LLC
398 Lincoln Blvd.
Middlesex, NJ 08846
- Matthew Vastano
Vice President & Sales Manager Asst. Secretary
Reliable Wood Products, LLC
398 Lincoln Blvd.
Middlesex, NJ 08846
- John Sullivan
Vice President Operations
Reliable Wood Products
398 Lincoln Blvd.
Middlesex, NJ 08846

Article 3.05

Non-Collusion Affidavit

State of NEW JERSEY

SS.

County of MIDDLESEX

I, Eugene Curkaski of the Township of Long Valley, in the County of Morris and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am Vice President of the firm of RELIABLE WOOD PRODUCTS, LLC, the bidder 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 bidder has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive bidding 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 RELIABLE WOOD PRODUCTS LLC. (N.J.S.A. 52:34-15).

Name of Contractor

RELIABLE WOOD PRODUCTS, LLC

X Eugene Curkaski
(Sign Name Here)

Subscribed and sworn before me on this 16 day of July 2018.

[Signature]
(Notary Public)

My commission expires: May 4, 2019

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.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

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
(Date)
7/16/18 MATTHEW
VASTANO

RELIABLE WOOD PRODUCTS, LLC.
(Name of Company)

398 Linedn Blvd., MIDDLESEX, NJ. 08846
(Address)

BY:

X Eugene Ciarkowski
(Sign Name (Original Signature Only))

Eugene Ciarkowski, Vice 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.)

Matthew Vastano
(Witness) MATTHEW VASTANO

JULY 16, 2018
(Date)

RELIABLE WOOD PRODUCTS, LLC.
(Name of Company)

398 Lincoln Blvd., MIDDLESEX, N.J. 08846
(Address)

BY: X Eugene Clarkowski
Sign Name (Original Signature Only)

EUGENE CLARKOWSKI, VICE PRESIDENT
(Print Name and Title)

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

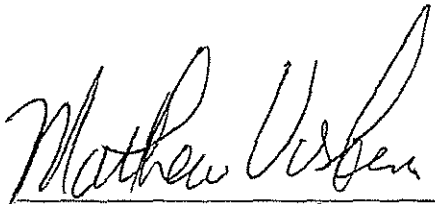
SEE ATTACHED
Section 4

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.

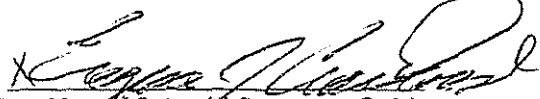
I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.


(Witness) Matthew Vastano

RELIABLE WOOD PRODUCTS, LLC
(Name of Company)

390 Lincoln Blvd., MIDDLESEX N.J.
(Address) 08846

July 16, 2018
(Date)

BY: 
Sign Name (Original Signature Only)

EUGENE CLARKOWSKI, Vice President
(Print Name and Title)

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

SEE ATTACHED
Section 3

Article 3.10

SEE ATTACHED

*Consent of Surety
To Accompany Proposal*

section 7

_____ (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 bid 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 bid
and described for purposes of this instrument as a bid 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

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 (Rev. 4/10)

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, 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, where applicable, will send to each labor union, with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Article 3.12

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the 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. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

The Bidder must submit no later than (3) days after the signing of the Contract and Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

Yes _____ (If yes, submit a copy of such approval) No ✓

2. Do you have a State Certificate of Employee Information Report approval?

Yes ✓ (If yes, submit a copy of such approval) No _____

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: RELIABLE Wood Products NAME: Eugene Charkowski

SIGNATURE: [Signature] TITLE: Vice President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within stipulated time.

SEE SECTION 6

ORIGINAL

Article 3.13

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 bid documents:

1. Base Bid – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This bid 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 OCTOBER 1, 2018 (PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021)

\$ 50,004.00
In Numerals

fifty Thousand Four Dollars
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING OCTOBER 1, 2018 (MONTHS 1 THROUGH 36)

\$ \$4167.00
In Numerals

Four Thousand sixty seven Dollars
In Words

- B. OPTION FOR ADDITIONAL ONE YEAR PERIOD
COMMENCING OCTOBER 1, 2021 (PERIOD OCTOBER 1, 2021
THROUGH SEPTEMBER 30, 2022)

\$ 50,004.00
In Numerals

Fifty Thousand Four Dollars
In Words

- C. OPTION FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING
OCTOBER 1, 2022 (PERIOD OCTOBER 1, 2022 THROUGH
SEPTEMBER 30, 2023)

\$ 50,004.00
In Numerals

Fifty Thousand Four Dollars
In Words

PLEASE SEE ATTACHED

Article 3.13 ADDENDUM IN PACKAGE
pursuant to the operation of Facility

Article 3.13

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

Proposal Form (continued)

Reliable Wood Products LLC ("Reliable") is submitting a Proposal for the Operation of the Township of West Orange Recycling Center. Reliable believes the Proposal should be considered as a way to reduce negative perceptions of the operations and to recognize that the activity at the West Orange Recycling Center has evolved materially since the contract was last awarded.

Reliable has successfully operated the Township's Recycling Center (the "Site") since 2006 and has demonstrated experience in the operation of the Class B, Class C, and Convenience portions of the Site. During that twelve year period Reliable has become very familiar with the concerns of Township residents who live near to the Site, as well as with issues that result from normal operations or from the impact of weather related Acts of God, such as, Hurricanes Irene and Sandy, and the more recent Nor'easters, which dramatically increased the amounts of material brought to the Site by the Township and by others. Even if Reliable only accepted the Township material generated by those events, the increased handling, processing, and transportation costs that result outweigh any possible marketing benefit realized. In fact, the glut of material produced by abnormal weather events has the opposite effect of depressing the market value of all material, weather related or not. The Reliable Proposal is intended to address those concerns and issues as they would impact Reliable, as the successful incumbent, and the Township Administration.

The Reliable Proposal will reduce grinding and other processing at the Site to those events, be they Acts of God or otherwise, that create extraordinary amounts of raw material that must be accepted at the Site. Those events will require processing at the Site to volume reduce material to allow for efficient transportation to other of the Company locations for further processing. Other than meeting the Township's needs resulting from those extraordinary events, the Reliable Proposal will reduce equipment needs, noise, dust, and odor potential while continuing to provide the Township and its residents with the same quality services and recycled products.

As presently operated the Site receives, processes, stores, colors, and ships vegetative waste, leaves, and convenience center recyclables daily. To perform those functions Reliable must grind the raw materials to allow for processing into a finished product. By the nature of the activity the grinding process is noisy, produces dust, and has generated complaints from residents and from the Administration. Movement of the processed material for coloring and storage also produces noise and dust but has the potential to also generate odor which can migrate off the Site and result in regulatory violations and fines even though "best practices" were observed. Reliable monitors the weather conditions and suspends processing when the wind direction is likely to move toward any residential area. Reliable has also employed an odor neutralizer dispersal system to counteract any naturally occurring odor but with spotty success.

In addition to the Proposed Lease Payment to the Township and to improve community relations, the Reliable Proposal is that processing at the Site will be limited to extraordinary events as described above. Absent those events, all material received at the Site will be removed and not more than 7,500 cubic yards of brush, and not more than 5,000 cubic yards of leaves will remain on the Site at any time. Those amounts are below the permitted capacity for the Site and are consistent with historic permitted levels. Removal of the unprocessed material is possible because other facilities operated by Reliable are available to receive the West Orange material. Material will continue to be accepted at no charge as provided in Technical Information Sections 2.9.1 through 2.9.4. Additionally, processed material will continue to be available at no charge as provided in Sections 2.12.1 through 2.12.3. Reliable will continue to charge users of the Site not otherwise exempt. However, regardless of who deposited the material, it will be removed from the Site as described herein above. Finished, fully processed material will be returned to the Site and stored neatly in new bunkers reflected on the Site Improvement Plan included in the Reliable Proposal. It is anticipated that approximately \$60,000 will be allocated for Site Improvement.

The benefit of the new proposed method of operation is that the potential for noise, dust, odor, fire, overcapacity, and the likelihood of complaints will be reduced substantially or even eliminated. As a result, Reliable believes the number and frequency of inspections by the Township Environmental Compliance Officer can be reduced to far fewer than provided in the Request for Proposal. Likewise, with reduced storage of unprocessed material, the need for the odor neutralizing system will be reduced. However, Reliable will maintain the existing system in the event that conditions favorable to the development of odor occur.

As has been the case several times in the recent past, weather related Acts of God have caused an unanticipated excess of material brought to the Site by the Township that is far in excess of normal historic levels which excess the operator has no ability to control or limit. Those events, and possibly others, result in increased cost to the operator of the Site, whether it is Reliable or some other operator. Accordingly, material deposited by the Township at the Site because of such event will be subject to a charge per cubic yard for each cubic yard of brush, logs, stumps, wood chips, and leaves based upon a mutually acceptable cap of material received in excess of average annual historic levels received from the Township at the Site.

The Reliable Proposal anticipates that operation of the Convenience Recycling Center will be unchanged. Reliable will continue to bear the annual operating cost of more than \$120,000 associated with that operation and when combined with the cost of the Class B and the Class C operations amount to more than \$750,000 annually.

We hope this explanation of our Proposal has been helpful. We understand that the Reliable Proposal may result in questions. Accordingly, we request a meeting as soon as convenient with representatives of the Township to answer any questions, to provide any additional information that may be requested, and to discuss the contract provisions required by the new method of operation. Reliable looks forward to continuing to provide quality recycling services to the Township of West Orange and its residents.

ARTICLE 3.14

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.

Matthew Vastano
SIGNATURE OF CORPORATE SECRETARY
ASSISTANT

Matthew Vastano
PRINT NAME & TITLE
CORPORATE SECRETARY
ASSISTANT

RELIABLE WOOD PRODUCTS, LLC
NAME OF THE RESPONDENT

398 Lincoln Blvd. MIDDLESEX, N.J. 08846
ADDRESS OF RESPONDENT

973.968.3299
TELEPHONE NUMBER

By:

X Eugene C. Carkowski
SIGNATURE

Eugene Carkowski, Vice President
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

Reliable Wood Products LLC

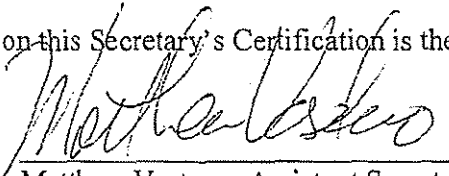
Secretary's Certification

I certify that the following resolution was adopted by the Member of Reliable Wood Products LLC on July 12, 2018, is a true and correct copy, and has not been modified, amended or revoked as of the date hereof.

RESOLVED, that Eugene J. Ciarkowski, Vice President and Secretary, be authorized to sign all documents required and submit those documents as the Response of Reliable Wood Products LLC to the Request for Proposal for Operation of the Township of West Orange Recycling Center as the act and deed of this Company, and that Matthew Vastano be authorized as Assistant Secretary to attest to any and all such documents as required. If awarded the Contract(s), said individual is also authorized to sign and execute the Contract(s) as the act and deed of Reliable Wood Products LLC.


Eugene J. Ciarkowski, Secretary
July 12, 2018

I certify that the signature appearing above on this Secretary's Certification is the signature of Eugene J. Ciarkowski.


Matthew Vastano, Assistant Secretary

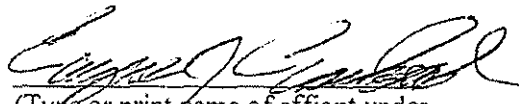
ARTICLE 3.15

DISCLOSURE OF VIOLATIONS

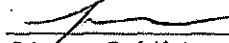
Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and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

SEE ATTACHED
section 5

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) EUGENE J. CIARKOWSKI

Subscribed and sworn to before me this 16 day of July, 2018


(Notary Public)

My commission expires May 4, 2019

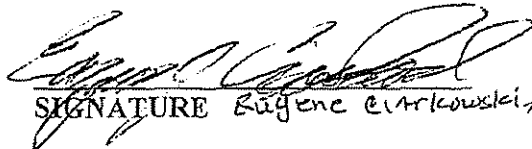
AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

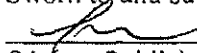
ARTICLE 3.16

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in the amount is awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A: 11-1. et seq.), the successful bidder shall be required within seven (7) days of receipt of the notice of award of the contract, to file with the Division of Purchase and the Township Clerk in accordance with Ordinance 1180-93, a written statement setting forth all political contributions in cash or in kind, of \$200.00 or more made within five (5) years of the date of the notice of the award, either directly or indirectly, by said bidder, and/or any of its principal officers, to any elected official of the Township currently in the office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

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

BIDDER: 
SIGNATURE Eugene Czarowski, Vice President
TITLE: VICE President
FOR: RELIABLE Wood Products, LLC
CONTRACTOR

Sworn to and subscribed before me on this 16 day of July, 2018.

(Notary Public)

My commission expires on May 4, 2019.

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

Article 3.17

List All Certified Compost Facility Operators and Include Copies of Certificates,
Including Compost Facility Operator Certificate
(to be supplied by responding party)

- Matthew Vastano
- MIKE MITCHELL
- Joffre Jara

CERTIFICATES ATTACHED

Section 3

Article 3.18

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, Eugene Clarkowski, am the Vice President
(Name of Affiant) (Identify Relationship to Bidder)

of the RELIABLE WOOD Products, LLC and being duly
(Name of Bidder)

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 Bid 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.

<u>RELIABLE WOOD Products, LLC</u>	<u>Vice President</u>
Name of Firm or Individual	Title
X <u>Eugene Clarkowski</u>	<u>7/16/18</u>
Signature	Date
Eugene Clarkowski	

Subscribed and sworn to before me

this 16 day of July 2018

Notary Public of New Jersey

My Commission expires May 4 2019

Article 3.19

Bid Bond Form

Article 3.19

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: RELIABLE WOOD PRODUCTS, LLC

Pursuant to Public Law 2012, c. 25, 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 New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and

☐ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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 proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	_____
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer 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 the Township of West Orange, State of New Jersey 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 the Township 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 the Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eugene Cinkowski

Signature: X 

Title: Vice President

Date: 07/16/18

Article 3.21

TOWNSHIP OF WEST ORANGE

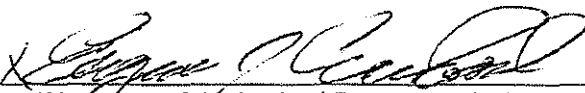
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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>none</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

☒ No addenda was received.

Acknowledged for: RELIABLE WOOD Products, LLC.
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Eugene Clarkowski
(Print)

Title: Vice President

Date: July 16, 2018

Article 3.22

Business Registration Certification and Public Works Contractor 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.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

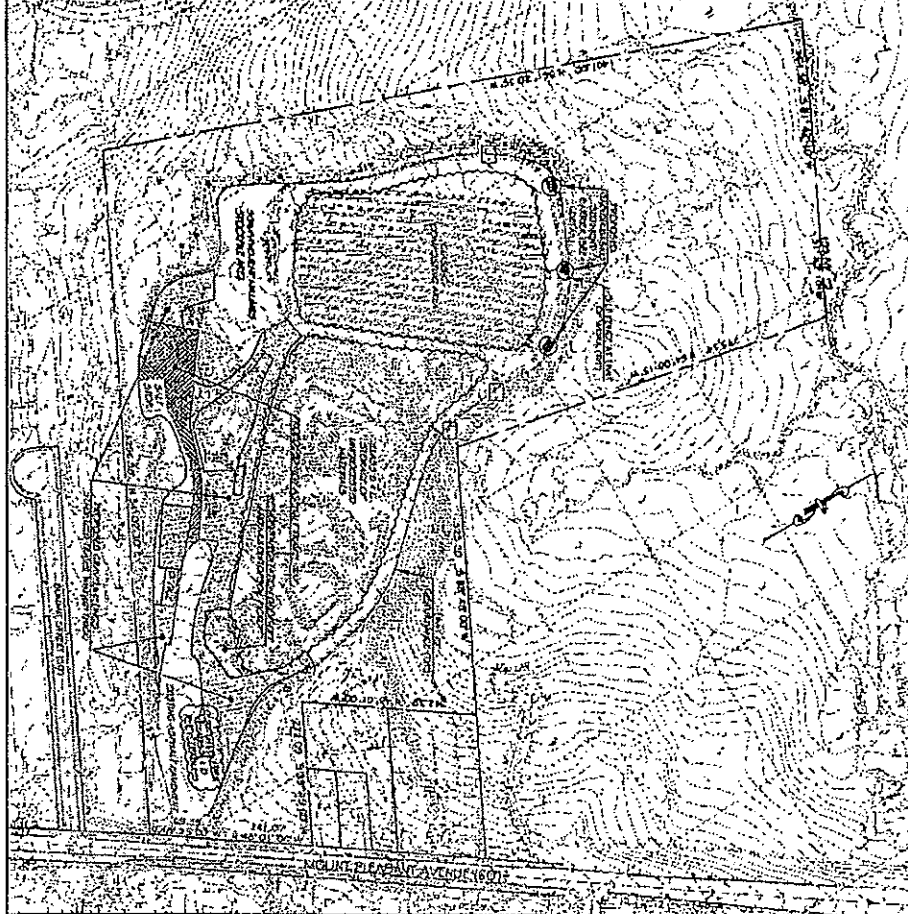
see section 6

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APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

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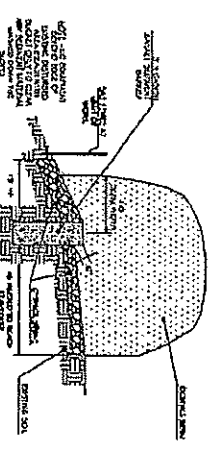
Parameter	Control	High	Low
mean $\pm$ standard error	7%	10% $\pm$ 1%	1%
variance	11%	16%	1%
mean $\pm$ SE	4%	10% $\pm$ 1%	1%

Regression: Control, positive linear relationship between mean $\pm$ SE and variance; High, no relationship; Low, negative relationship.

For the relationship between mean $\pm$ SE and variance, the coefficient of determination is 0.75 for the Control, 0.00 for the High, and 0.50 for the Low.

[illegible]

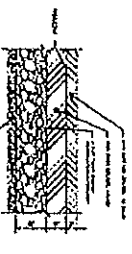
1 SILT FENCE DETAIL



2 GABION BASKET SEDIMENT BARRIER

[illegible]

1977 and 1978, it is likely that the use of the
method will increase in the future. The
method is also being used in the
United States and other countries.



3 ASPHALT PAVEMENT DETAIL

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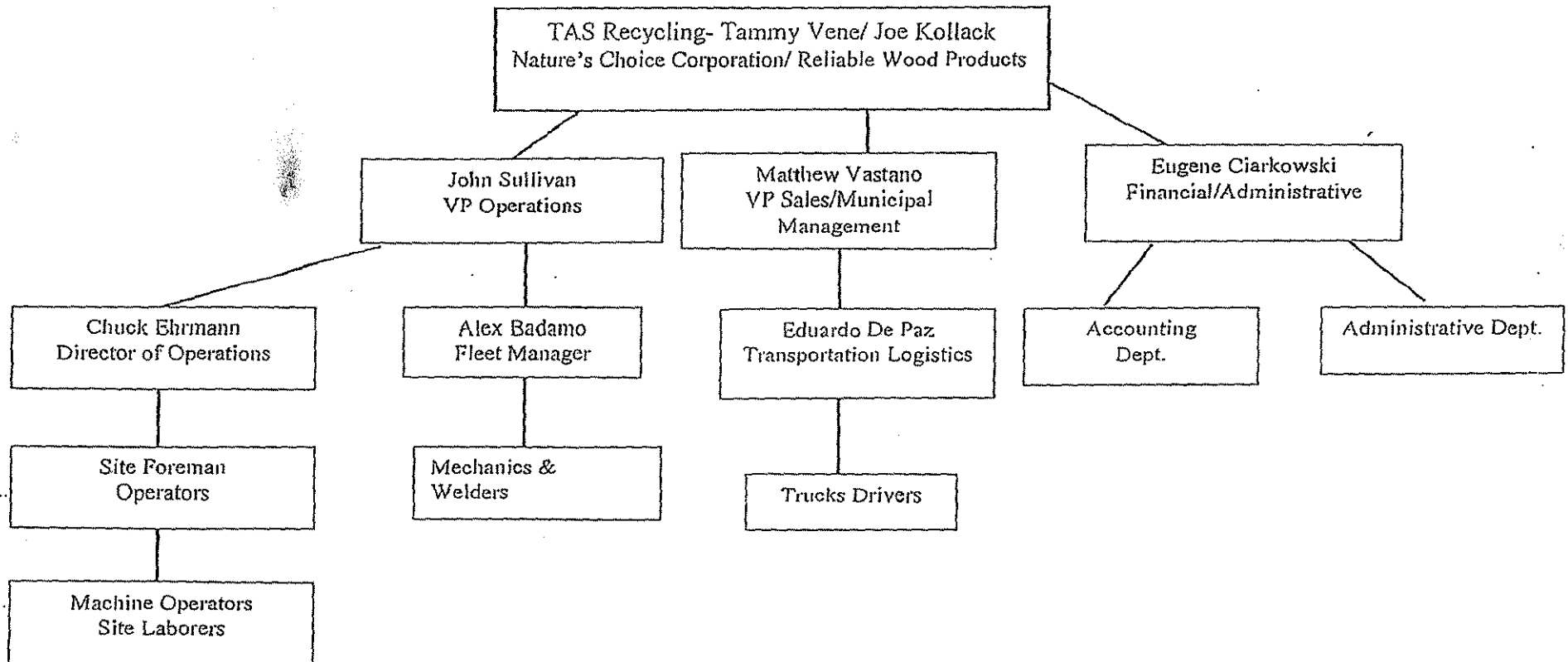
Section 3: Management and Personnel

Company Organization Chart

Rutgers Certifications

#5

Organizational Chart



EUGENE J. CIARKOWSKI
41 Wehrli Road
Long Valley, New Jersey 07853
Cell (908) 310-8502/Office (973) 969-3299

Nature's Choice Corporation and affiliates, Middlesex, NJ

2008-Present

Function as Senior Officer and General Counsel in connection with operations of the Company and its several subsidiary and affiliated entities. Duties include regulatory compliance monitoring and interfacing with state, county and local environmental authorities; operational role regarding the several recycling and composting facilities operated by NCC and affiliates; other activity as assigned.

Schumann Hanlon, LLC, Jersey City, NJ

2004-2008

Managing Attorney of Firm Operations and Attorney in general practice law firm. Individual emphasis on real estate financing and development transactions, asset based financing, corporate law and securities regulation.

Boffa, Shaljian, Cammarata, Nulty & Garrigan, Jersey City, NJ

1998-2004

Managing Attorney of Firm Operations and Attorney in general practice law firm. Individual emphasis on real estate transactions, asset based financing, corporate law and securities regulation.

Consultant, Jersey City, NJ

1998-2001

Management consulting services to clients in magazine publishing (General Media, Inc.; Go Deep Publications, Inc.), advertising (Event Media, Inc.; AdReady.com, Inc.), entertainment (Extreme Championship Wrestling) and manufacturing (Sterling Advance Marketing Corporation).

MBL Life Assurance Corporation, Newark, NJ (retired)
formerly The Mutual Benefit Life Insurance Company

1972-1997

Vice President-Securities Investment

1994-1997

Reporting directly to the Executive Vice President and Chief Investment Officer, responsible for a diverse portfolio of assets and liabilities assigned to a liquidating trust (primarily subsidiary and joint venture related) created under the Rehabilitation Plan of Mutual Benefit Life. Objective of the Trust was to maximize value for the several Mutual Benefit Life constituencies. Coordinated activity of Asset Management Committee and Investment Committee of the Board of Directors to ensure compliance with the securities and real estate investment restrictions under the Rehabilitation Plan.

Vice President-Subsidiary Operations

1987-1994

Reporting to Vice-Chairman with responsibility for operational reporting and coordination for a variety of insurance, securities investment and real estate investment related subsidiaries. Scope included 38 diverse subsidiary corporations and approximately 90 other entities, including real estate joint ventures and publicly syndicated and private placement limited partnerships. Served as a director and/or officer of each of the subsidiary corporations.

Corporate Secretary

1984-1994

Concurrent with other positions, performed duties of the Corporate Secretary of Mutual Benefit Life.

Vice President & Securities Counsel

1984-1987

Directed subsidiary and equity products areas of Mutual Benefit's Law Division reporting to General Counsel. Served as the primary source of legal counsel to the subsidiary corporations and to parent in connection with the securities aspects of its mutual fund and separate account operations. Primary responsibility for the legal aspects of the formation, acquisition or disposition of subsidiary companies and compliance with regulatory requirements.

Securities Counsel

1972-1984

MAP Equity Fund; MBL Growth Fund, Inc.; Map Government Fund, Inc.
President and Director

1985-1997

Managed the business affairs and property of each public SEC registered mutual fund, assuring that all resolutions of each Board of Directors were implemented. Exercised oversight responsibility for the products and relations with each fund's investment adviser, distributor, custodian, transfer agent independent auditor and legal counsel. Supervised the officers of each Fund in the performance of their responsibilities. Presided at each Fund's Board of Directors, Executive Committee and Shareholders Meetings.

Internal Revenue Service, Newark, NJ

1971-1972

Attorney-Estate Tax responsible for determination of estate tax related legal issues.

Attorney-State of New Jersey - Admitted 1969

Present

EDUCATION

B.S., History-Political Science-St. Peter's College, 1966
J.D., New York Law School, 1969

ALEX BADAMO

30 KENTUCKY WAY, FREEHOLD, NJ 07228
PHONE: (201) 538-3256 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

MATTHEW A. VASTANO

22 Chalmers Road, East Brunswick, NJ 08816

Cell Phone: 732-684-7085 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.

#4

JOHN J. SULLIVAN
12 Bridge Lane
Haverstraw, NY 10927

Mobile: (646) 773-4449
Email: jsullivan33@msn.com

EDUCATION

Bachelor of Science, Business Administration
Northeastern University, 1992
Major: Transportation and Logistics

PROFESSIONAL SUMMARY

Highly motivated and energetic solid waste operations professional with over 25 years of industry experience. Responsible for the successful development and operations of solid waste management facilities in the Northeastern United States, including several newly constructed facilities in New York City. Possess a strong work ethic, excellent problem solving skills, and a proven team builder.

EMPLOYMENT

Senior District Manager, Waste Management, Inc. 2004– October 2017

- Responsible for managing all aspects of 11 transfer stations in New York City, Philadelphia, and New Jersey processing over 3 million tons of waste per year
- Four transfer stations in New York City operate 24 hours, 6 days per week. Three facilities accept and process over 4,000 tons per day collectively. These facilities utilize rail and long-haul trucking for disposal.
- Responsible for leading a team of nine direct report managers and over 150 front line employees
- Responsible for a \$250 Million budget and operating metrics while diagnosing and improving processes, procedures, and performance
- Develop and implement programs for optimal equipment utilization, equipment maintenance, and labor and material costs
- Oversee personnel needs including selecting, coaching, disciplining, and training employees and evaluating employee performance
- Over 10 years of experience in successful negotiation of multiple union contracts for over 100 employees
- Responsible for ensuring safety and environmental compliance and meeting Company, OSHA, and other standards and regulations
- Responsible for the capital budget and ensuring the effective use of the budget through asset allocation
- Formulate both short-term and long-term financial and operational goals and action plans in conjunction with the senior management team
- Participate in regular business reviews with senior leadership team to ensure that budget goals are met
- Interact with local city, municipal, and county agencies to ensure customer satisfaction, operational efficiency, and contract compliance, including the City of New York, which is the largest single Waste Management customer
- Successfully opened two of the three largest intermodal waste transfer station facilities in New York City with a combined disposal capacity of over 6,000 tons per day.
- Responsible for start up operations for Swire/WM International operations in Hong Kong

- Developed operating and strategic plans for transfer stations and landfill operation in Hong Kong

District Manager-Bronx, New York

2001-2004

- Responsible for managing all aspects of Gunhill Transfer Station and Harlem River Yard(HRY), Waste Management Bronx Transfer Stations
- HRY was a 24hr MSW Transfer station with a 3,000 tons per day permit
- Responsible for 35 employee operations, including loading and shipping waste by rail.
- Conduct daily, weekly and monthly safety and compliance trainings
- Worked with CSX Railroad to design service plan for Waste Management
- Worked with regulatory agencies, New York State DEC and NYC Sanitation Department to successfully increase HRY permit from 3,000 tons per day to 4,000 tons per day
- Processed over one million tons through HRY in one year, loading 11,000 plus railcars
- Actively involved in Community Relations and partnerships with multiple community leaders in South Bronx. South Bronx Overall Economic Development Corp (SOBRO), Friends of Brook Park, Hunts Point Economic Development Corp. and Sustainable South Bronx. All of these groups supported the HRY permit expansion described above.
- Worked with NYC Management team to certify HRY as a Wildlife Habitat Certification Facility, which was the first of its kind in New York City.

Facility Manager –Gunhill Construction Debris Transfer Station

1992-2001

- After being hired in 1992 as a supervisor was promoted to facility manager in 1999.
- Partnered with engineering staff to complete multi-million dollar facility rehabilitation project.
- Responsible for all aspects of transfer Station operation including safety and compliance
- Developed and implemented new safety training procedures
- Processed 700-1000 tons a day of C&D to recycle wood, rock, metals, tires, cardboard
- Responsible for weekly scheduling of 10-12 employee recycling operation, equipment operators and tractor trailer drivers
- Responsible for dispatching tractor trailers to landfills, end disposal sites or recycling facilities

PROFESSIONAL MEMBERSHIP

Member, New York State Solid Waste Association, Since 2001
Bronx, Brooklyn, Queens NY Chamber of Commerce Member

#6

CHARLES EHRLMANN

20 BIRCH LANE

Wayne NJ, 07470

Cell phone (973) 896-9191 - Office (973) 969-3299

Email: chuck@jerseymulch.com

OBJECTIVE:

A NATURAL ENTREPRENEUR CREATES BUSINESS TO FILL NEEDS TO THE COMMUNITY WITH A FOCUS ON RECYCLING MATERIAL INTO PRACTICAL AND USEFUL PRODUCTS FOR LANDSCAPE APPLICATIONS.

CREATE MARKETS FOR RECYCLED ORGANIC PRODUCTS TO DIVERSIFY THE ITS USE THROUGH THE AGRICULTURAL AND LANDSCAPE INDUSTRY. EXCEEDS AT THE IMPLEMENTATION OF NEW PRODUCTS TO THE MARKETPLACE

WORK HISTORY:

2009-PRESENT- PRESIDENT /OWNER JERSEY MULCH PRODUCTS

- RESPONSIBLE FOR ALL ASPECTS OF BUSINESS OPERATIONS AND ADMINISTRATION OF COMPANY
- MANAGED NJDEP COMPOST FACILITY LOCATED IN HAWORTH NJ
- OWNS NJDEP CLASS B RECYCLING FACILITY LOCATED IN TOWACO NJ
- RESPONSIBLE FOR COMPLIANCE TO ALL NJDEP REGULATIONS FOR COMPOSTING SITE AND MULCH PRODUCTION FACILITY
- SALT DISTRIBUTION FACILITY FOR ROAD TREATMENTS TO MUNICIPAL AND PRIVATE ENTITIES
- OBTAIN SNOW PLOWING CONTRACTS FOR LARGE PRIVATE FACILITIES SUCH AS BAYER PHARMACEUTICALS HEADQUARTERS WHIPPANY NJ, IKEA CORPORATION ELIZABETH NJ, AMAZON FULFILLMENT CENTERS EDISON AND TETERSBORO NJ
- MANUFACTURE OF DYED AND ORGANIC MULCHES FOR BULK DISTRIBUTION TO GARDEN CENTERS, OFFICE COMPLEXES, LANDSCAPE COMPANIES ETC.
- BULK SOIL PRODUCTION FOR LARGE CONSTRUCTION AND LANDSCAPE PROJECTS THROUGHOUT THE NY, NJ CONN AREA
- ENGINEERED SOIL PRODUCTION FOR LIGHTWEIGHT ROOF MIXES, WETLANDS, BIO-RETENTION, SEEDING AND SODDING AND GRASS AND WALKWAY APPLICATIONS

2003-2009 CDS PAVING INC. - FOREMAN

- DIRECT SUPERVISOR FOR PAVING OF FIVE PEOPLE
- MAINTAINED ALL EQUIPMENT RELATIVE USED FOR PAVING
- NEGOTIATED PRICING FOR SERVICES RELATED TO PAVING PROJECTS
- ESTIMATED QUANTITIES OF ASPHALT AND ROAD BASE NEEDED ON PROJECTS
- DIRECT RESPONSIBLE FOR NET PROFIT ON PROJECTS PERFORMED UNDER MY SUPERVISION

EDUCATION:

- ATTENDED MORRIS COUNTY COMMUNITY COLLEGE NJ STUDIED LANDSCAPE DESIGN AND AGRONOMY
- GRADUATED WAYNE VALLEY HIGH SCHOOL 2003

LICENSES AND CERTIFICATES:

- COMPLETED RUTGERS UNIVERSITY COMPOST OPERATORS CERTIFICATION COURSES
MAINTAIN CERTIFICATE REQUIRED BY NJDEP

Mike Mitchell- West Orange Site Manager

Prior to Mike's employment with Reliable, Mike owned a trucking company that transported materials to different recycling facilities throughout the tri-state area. His company was an owner operator to Reliable and he became familiar with the transportation of all materials within the Reliable network. In 2006 Mike joined Reliable as a site manager for the South Brunswick Facility where he gained valuable experience running a recycling facility. In March of 2008 Mike became site manager in West Orange and is the person responsible for day-to-day operations. Mike has successfully completed the Compost Operators Certification Course.

Joffre Jara- Yard Foreman

Joffre has 12 years' experience working at the West Orange Facility. The first 4 years were with Nature's Choice and the balance with Reliable. Joffre is a conscientious young man that has a lot of experience with yard waste recycling and is a valuable member of the West Orange operations team.

In addition to the management personnel listed above Reliable also has the necessary number of employees to operate the West Orange facility safely and efficiently as has been done for the past several years. Reliable has the depth of personnel to assure that the facility will always be adequately staffed not only for the processing of recyclable materials but also to assist West Orange residents with their individual recycling needs.

Reliable also has been able to work effectively with West Orange Township personnel, including Messrs. Lepore and Salese, and the appointed independent monitor entity, DeFeo Associates, to meet the recycling goals of the Township.

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Joffre Jara

For successfully completing the requirements of

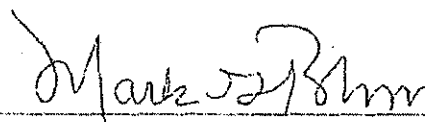
NJ Compost Operator Certification Course

March 18, 2011

00.6 CEUs



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



Mark G. Robson, PhD, MPH
Dean for Agricultural and Urban Programs

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

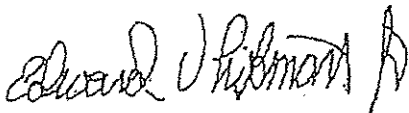
Matthew Vastano

For the completion of

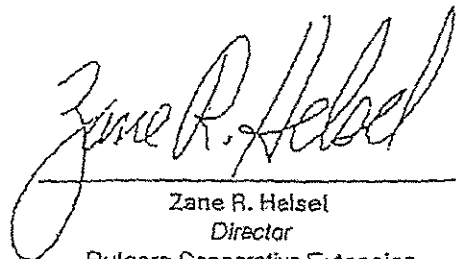
New Jersey Compost Operator
Certification Course

February 4, 1998

0.6 CEUs



Edward V. Lipman, Jr.
Director
Continuing Professional Education



Zane R. Helsel
Director
Rutgers Cooperative Extension

RUTGERS

The New Jersey Agricultural Experiment Station Office of Continuing Professional Education

Presents this certificate to

Mike Mitchell

For successfully completing the requirements of

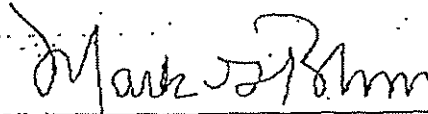
NJ Compost Operator Certification Course

May 2, 2008

00.6 CEUs



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



Mark G. Robson
Director
New Jersey Agricultural Experiment Station

Section 4: Site Operations Experience

Site Permits for Overflow

Equipment list

Marketing Services Plan

Scope of Work

Fire Control Plan

RELIABLE WOOD PRODUCTS, LLC
EXPERIENCE/ REFERENCES

- | | |
|--|-----------------------------|
| 1. Leaf and/or Grass Disposal Services of Middlesex County
Middlesex County Improvement Authority
Jim Polos-609-655-5141
55 Edgeboro Road
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
Phone: 732-628-0221 | SERIVICE PERIOD
20 YEARS |
| | |
| 2. Yard Waste Management
City of Englewood Cliffs
Mark Neville, Recycling Coordinator
342 Hudson terr.
Englewood NJ
Phone: 201.568.0242 | 2 YEARS |
| | |
| 3. Yard Waste Management
Township of Montclair
Rob Bianco, Superintendant
219 North Fullerton
Montclair, NJ 07042
Phone: 973-783-5600 | 20 YEARS |
| | |
| 4. Yard Waste Management
Borough of Bergenfield
Superintendant
198 North Washington Avenue
Bergenfield, NJ 07601
Phone: 201-357-4055
310,000/yr – 2 Year Contract – Pop. 26,000 | 15 YEARS |

RELIABLE WOOD PRODUCTS, LLC

- | | |
|-------------------------------|----------------|
| 5. Yard Waste Management | SERVICE PERIOD |
| City of Paramus | 5 YEARS |
| Guy Ciccone | |
| Jockish Square | |
| Paramus, NJ 07652 | |
| Phone: 201-265-2100 Ext. 687 | |
| | |
| 6. Yard Waste Management | 20 YEARS |
| Township of Wayne | |
| Heather, Superintendent | |
| 425 Valley Road | |
| Wayne, NJ 07470 | |
| Phone: 973-694-1800 Ext. 3315 | |
| | |
| 7. Composite Site Management | 10 YEARS |
| Town of West Orange | |
| 86 Main St. | |
| West Orange, NJ 07052 | |
| Phone: 973.325.4155 | |
| | |
| \$1,000,000/yr – | |
| | |
| 8. Yard Waste Disposal | 10 YEARS |
| City of Englewood | |
| Carl Rossi- Supt | |
| 2-10 N Van Brundt ST | |
| Englewood NJ 07631 | |
| Phone:201.871.6612 | |
| \$500,000/yr- | |
| | |
| 9. Borough of Glen Rock | 3 YEARS |
| Leaf Disposal | |
| 1 Harding Plaza | |
| Glen Rock, NJ 07452 | |
| Craig-201.670.3990 | |

RELIABLE WOOD PRODUCTS, LLC- SITE MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**
Transfer Site Management **12 YEARS**
411 Chimney Rock Road
Bridgewater NJ 08807

Buck Bucanfusco-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

Tom Marturano- 201-460-4613
- **Waste Management /NY Parks Dept.** **13 years**
Brooklyn Recycling Yard
78 Thomas Street
Brooklyn NY

Jay Kaplan- 718-533-5310
- **Middlesex County Improvement Authority (MCIA)** **20 YEARS**
Leaf and/or Grass Disposal Services of Middlesex County
55 Edgeboro Road
East Brunswick, NJ 08816
South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen

James Polos- 609-655-5141
- **Township of West Orange** **10 years**
Compost Site Management NJDEP Class C & D
590 Mount Pleasant Ave.
West Orange, NJ

Wayne Defeo—732-563-9524



We Bring the World to New Jersey

April 12, 2016

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

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 East State Street
P.O. Box 420, Mail Code 401-02C
Trenton, NJ 08625-0420
Tel (609) 984-3438 Fax (609) 777-1951/984-0565
www.state.nj.us/dep/dshw/recycling

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 MEADOWLANDS COMMISSION

Facility Type: Recycling Center - Multi Class
Lot & Block Nos.: 10(portion of), 149
Municipality: Kearny
County: Hudson
Facility ID No.: 132237
Permit No.: REC140002

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.

Oct. 29, 2014
Issuance Date

December 31, 2019
Expiration Date


Guy Watson, Chief
Bureau of Recycling
& Hazardous Waste Management



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

MAIL CODE 401-02C

Solid & Hazardous Waste Management Program

P.O. Box 420

Trenton, New Jersey 08625-0420

Telephone: (609) 292-9880 Telecopier: (609) 633-9839

<http://www.state.nj.us/dep/dshw>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS
FOR CONCRETE, BRICK, BLOCK, ASPHALT, BRUSH, TREE STUMPS, TREE
PARTS, AND WOOD

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:

GRINNELL RECYCLING, INC.

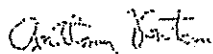
Facility Type:	Class B Recycling Facility
Lot & Block Nos.:	Lot 36, Block 26
Municipality:	Township of Sparta
County:	Sussex
Facility ID No.:	132685
Permit No.:	CBC090003

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.

March 4, 2011
Issuance Date

March 4, 2018
Expiration Date


Anthony Fontana, Chief
Director of Transfer Stations and Recycling Facilities



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

Division of Solid & Hazardous Waste
P.O. Box 420 401 East State Street
Trenton, New Jersey 08625-0414
Telephone: (609) 292-9880 Fax: (609) 984-0565
<http://www.state.nj.us/dep/dshw>

RECYCLING CENTER GENERAL APPROVAL
FOR CLASS B RECYCLABLE MATERIALS
FOR WOOD (NON-CHEMICALLY TREATED AND UNPAINTED), BRUSH, STUMPS,
TREE PARTS AND LEAVES

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:

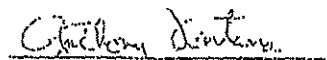
Reliable Wood Products, Inc.

Facility Type:	Recycling Center for Class B Materials
Lot & Block Nos.:	Lot 25, Block 5
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBC130002

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.

March 10, 2014
Issuance Date


Anthony Fontana, Chief
Bureau of Transfer Stations &
Recycling Facilities

January 24, 2019
Expiration Date



MIDDLE SMITHFIELD MATERIALS,

Managing Waste For Sustainable Development

May 11, 2015

MATTHEW VASTANO
NATURE'S CHOICE CORP

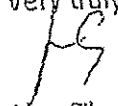
RE: Middle Smithfield Materials Inc., and Natures Choice Corporation

To Whom it May Concern:

This letter is to confirm that Middle Smithfield Materials Inc., (MSM) has an agreement with Nature's Choice Corporation (NCC) to accept one inch plus compost, Grass, and Mixed Yard waste from Nature's Choice Corporation's White Township facility and various municipal/private entities in New Jersey. MSM is a PADEP permitted recycling facility and sand quarry.

Please contact me with any questions.

Very truly yours,


Alan Siberini
President



Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790
September 7, 2001

Northeast Regional Office

570-826-2511
Fax 570-826-5448

Mr. Alan Siberini
Middle Smithfield Materials, Inc.
P.O. Box 674
Bushkill, PA 18324

Re: Yard Waste Composting Facility
Middle Smithfield Twp.
Monroe County

Dear Mr. Siberini:

This letter hereby grants approval for yard waste composting facilities as requested in the Yard Waste Compost Application received on May 17, 2001, in the Northeast Regional Office. This facility is to be located within Middle Smithfield Township, Monroe County.

This yard waste compost site is to be operated under the Department's "Leaf and Yard Waste Guidelines," (revised 4/97). Please note the following approval conditions:

Part I - General Conditions

A. Access control

1. A gate or other barrier shall be maintained at all potential vehicular access points to block unauthorized access to the site.
2. Access to the site shall be limited to those times when an attendant is on duty.

B. Operations

1. No person or municipality shall bring to or receive any materials at a leaf composting facility other than: leaves, grass, shrubbery and tree trimmings that have been shredded or chipped, unless shredding or other chipping is provided at the facility, and similar related yard debris.
2. Grass clippings shall not be brought to or received at a leaf composting facility unless:
 - a. The grass clippings are delivered to the yard waste composting facility in bulk. Bags or other collection containers must be emptied of all grass clippings, delivered to the composting facility by the end of each day.
 - b. The grass clippings are to be incorporated into the windrows of partially composted leaves within three (3) days of delivery to the site.



Article 3.09
Equipment List

SEE ATTACHED

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

EQUIPMENT

EXCAVATORS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	
22EX	2000	FF0200X500922	200LC	JOHN DEERE	RWP	CR	15142	O/S
27EX	2005	A83284	PC2006C-6LE	KOMATSU	RWP	BK		
150EX	2005	FF330CX804106	330CLC	JOHN DEERE	RWP	CR	6585	
134EX	1999	FF0236X600360	230LC	JOHN DEERE	NCC	WO	16205	
136EX	2005	FF230CX603751	230CLC	JOHN DEERE	NCC	ST	14925	
152EX	2006	FF240DX605056	240DLC	JOHN DEERE	RWP	MRF	7524	
153EX	2007	FF270DX703367	270	JOHN DEERE	RWP	KY	6654	
155EX		FF250GXLDE608949	250G	JOHN DEERE	RWP	ST	3417	
156EX	2016	DAC300K7NGS7N1136	CX300D	CASE	NCC	ST	1909	

DOZERS							
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS
8D	2007	69691	D65PX-15EO	KOMATSU	RWP	FARM	
143D	2001	T0850CX901345	850C	JOHN DEERE	RWP	ST	8701

HAUL TRUCK							
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS
HT1	2001	BE400CT200235	400C	JOHN DEERE	NCC	ST	4442

[illegible]

EQUIPMENT LIST

[illegible]

EQUIPMENT

LOADERS							
EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	HOURS
142B	2002	JOHN DEERE	260 SKID STEER	KV026A460872	NCC	WO	1977
1201L	2012	JOHN DEERE	644K	1DW644KZLCE643620	RWP	WT	5857
1204L	2012	JOHN DEERE	644K	1DW644KZCCE643556	RWP	WT	7950
1209L	2013	JOHN DEERE	644K	1DW644KZLCE648638	RWP	MRF	8060
1210L	2011	JOHN DEERE	724K	1DW724KZVBE637516	RWP	MRF	10369
1211L	2008	JOHN DEERE	744J	DW744JX615044	NCC	EB	7810
1214L	2011	JOHN DEERE	644K	1DW644KZLCE649255	NCC	ST	8510

1601L	2016	CASE	821F	NGF235563	NCC	BR	2661
1602L	2016	CASE	821F	NGF235522	NCC	BK	
1603L	2016	CASE	921F	NGF235634	NCC	WO	3063
1604L	2016	CASE	921F	NGF235626	NCC	WO	3065
1605L	2016	CASE	921F	NGF235649	NCC	WO	3302
1606L	2016	CASE	921F	NGF235710	NCC	ST	2585
1607L	2017	CASE	921G	NHF2400729	NCC	WO	
1608L	2017	CASE	921G	NHF240839	NCC	ST	

HO2708	2015	DOOSAN	DL350-5	DWGCWLBLE1010011	NCC	ST	4368
HO2270	2015	DOOSAN	DL300-5	DWGCWLBHTF1010051	NCC	CR	4021
HO2745	2015	DOOSAN	DL300-5	DWGCWLBHKF1010053	NCC	CR	4161

NEW ENGINE

EQUIPMENT

EXCAVATORS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	
22EX	2000	FF0200X500922	200LC	JOHN DEERE	RWP	CR	15142	O/S
27EX	2005	A83284	PC2006C-6LE	KOMATSU	RWP	BK		
150EX	2005	FF330CX804106	330CLC	JOHN DEERE	RWP	CR	6585	
134EX	1999	FF0236X600360	230LC	JOHN DEERE	NCC	WO	16205	
136EX	2005	FF230CX603751	230CLC	JOHN DEERE	NCC	ST	14925	
152EX	2006	FF240DX605056	240DLC	JOHN DEERE	RWP	MRF	7524	
153EX	2007	FF270DX703367	270	JOHN DEERE	RWP	KY	6654	
155EX		FF250GXLDE608949	250G	JOHN DEERE	RWP	ST	3417	
156EX	2016	DAC300K7NGS7N1136	CX300D	CASE	NCC	ST	1909	

DOZERS							
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS
8D	2007	69691	D65PX-15EO	KOMATSU	RWP	FARM	
143D	2001	T0850CX901345	850C	JOHN DEERE	RWP	ST	8701

HAUL TRUCK							
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS
HT1	2001	BE400CT200235	400C	JOHN DEERE	NCC	ST	4442

EQUIPMENT WITH PERMITS

SCREENERS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
1285	2001	1R9TE58231M215016	OLYMPIAN II	RETECH	RWP	ST	0/5	
1255	2007	12101252	TITAN 1800	POWER SCREEN	NCC	WO	4887	
1265	2007	12101594	TITAN 1800	POWER SCREEN	NCC	CR	6082	
D1	2017	WO9621193H2038054	5M-720	DOPPESTADT	RWP	KY	20	
D2	2017	WO9621191H2038053	5M-720	DOPPESTADT	RWP	ST	13	

COLORIZERS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
1315	2003	F5T530217	MS XXL-S	FINLAY (COLORIZER)	RWP	WO	7740	
C1	2017	86249	628	MCCLOSKEY	RWP	ST	719	
C2	2018	89093	628	MCCLOSKEY	RWP	CR	100	

STACKING CONVEYORS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
FC1	2006	SFUSA10015	M-100	FINLAY	RWP	WT		
FC2	2006	SFUSA800085	832M-100	FINLAY	RWP	DF		
FC3	2007	SFUSA800106	832M-100	FINLAY	RWP	ST		
FC4	2007	SFUSA800109	832M-100	FINLAY	RWP	CR		
FC5	2008	SFUSA800112	832M-100	FINLAY	RWP	ST		
FC6	2008	SFUSA800115	832M-100	FINLAY	RWP	SB		
FC7	2008	SFUSA800118	832M-100	FINLAY	RWP	CR		

COMPRESSORS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
1	2002	330227UEM221	P185WJD	INGERSOLL-RAND	RWP	CR	4016	
2	2002	325706UKL221	P185WJD	INGERSOLL-RAND	RWP	SB	N/A	

TRUCK #	YEAR	MAKE	MODEL	VIN NUMBER	LOCATION
2064	2006	KENWORTH	T300	140829	DARWIN
2073	2000	PETERBILT	PACKER	712054	ST
2074	2008	FORD	F350	1FDSF34598ED35914	ST
1501	2015	KENWORTH	T880	113334	CHRISTIAN
1502	2015	KENWORTH	T880	113333	
1503	2015	KENWORTH	T880	108626	ROGER
1504	2015	KENWORTH	T880	108627	GERSON
1505	2016	KENWORTH	T880	119982	DOUG
1506	2016	KENWORTH	T880	119983	RANDY
1507	2016	KENWORTH	T880	119979	CORY
1508	2016	KENWORTH	W900	125320	WALT
1509	2015	FORD	F350	1FD8X3FT1FED45871	WELDER/GEORGE
1510	2016	FORD	F250	1FD8F2B68GED03377	SANTOS
1511	2019	KENWORTH	T880	244349	RAFAEL
1512	2019	KENWORTH	w900	247325	WILLIE

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 exempt recycling facility located at 590 Mt. 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 per 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 emphasis on the fire control plan will be focused on fire prevention, which involves the following:

- The facility gate will be secured to limit unauthorized entry to the storage areas
- The equipment will be maintained and operated in a safe careful manner
- The facility personnel will participate in safety instructions and exercises
- Smoking will be prohibited
- Vehicle traffic will be limited and monitored in the wood recycling areas
- No flammable or combustible liquids or materials will be stored near the wood recycling areas
- Fire extinguishers will be maintained and available in proximity to the wood and other combustible areas

D. Reliable Wood Products Emergency contacts:

- Mike Mitchell- 973-731-9777 cell 201-779-1131
- Joffre Jara- cell 973-986-1451
- Eduardo Depaz-201-268-9421
- Alex Badamo- 201-538-3256

Section 5: Disclosure of Violations

ARTICLE 3.15

DISCLOSURE OF VIOLATIONS*

West Orange Environmental Center (Reliable Wood Products)

- 07/18/13 – West Orange Environmental Monitor NOV; Over Capacity; Fine Settled.
- 07/31/13 – Essex County Health Commission NOV; Odor; Fine Settled.
- 04/05/15 – West Orange Fire Department; Site Fire Violation.
- 04/06/15 – West Orange Environmental Monitor NOV; Fire Violation; Fine Settled.
- 10/19/15 – Essex County Health Commission NOV; Odor; Fine Settled.
- 10/22/15 – Essex County Health Commission NOV; Odor; Fine Settled.
- 03/07/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 04/21/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 09/08/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 10/13/16 – Essex County Health Commission NOV; Odor; Fine Settled.
- 05/03/17 – West Orange Environmental Monitor NOV; Windrow Height & Lane Separation; Compliance within time allowed.
- 02/15/18 – Essex County Health Commission NOV; Odor; Fine Settled.
- Undated – West Orange Environmental Monitor NOV; Wellheads, Windrow Formation, Neutralizer System; Compliance within time allowed.

South Brunswick Location (Reliable Wood Products)

- 01/05/15 – SB Fire Inspector; Unprocessed Pile Over Height; Complied within time allowed.
- 02/16/15 – SB Fire Inspector; Site Fire Violation; Fine Settled.
- 06/03/15 – SB Fire Inspector; Expired Tag Fire Extinguisher; Complied within time allowed.
- 06/04/15 – NJDEP NOV; Air Permit expired; Renewed Permit, Fine Settled.
- 07/30/15 – NJDEP NOV; Material stored outside designated area; Complied within time allowed.
- 12/09/15 – NJDEP NOV; Records Discrepancy Outbound Material; Corrected.
- 06/07/16 – Middlesex County Environmental Health Commission; Failed to provide Annual Tonnage Report; Contested Requirement; Complied.
- 11/23/16 – SB Fire Inspector; Fire Lane Violation; Complied within time allowed.
- 06/09/17 – SB Fire Inspector; Fire Lane Violation; Complied within time allowed.

Nature's Choice Corporation (Affiliated Party)

Ledgewood Location

- 05/01/13 – NJDEP NOV; Unprocessed Material Over Capacity; Corrected.
- 09/20/14 – NJDEP NOV; Unprocessed Material onsite beyond permitted time; Corrected.
- 07/01/15 – NJDEP NOV; Residual Disposal Record Keeping; Corrected.
- 11/07/16 – NJDEP NOV; Missing Horizontal Markers; Corrected.
- 11/02/17 – NJDEP NOV; Outstanding Quarterly Fees; Paid.

Disclosure Of Violations (continued)

White Township Location

- 06/23/14 – NJDEP NOV; Windrow Over Height; Corrected.
- 09/29/14 – NJDEP NOV; Storm Water Permit Test Deficiency; Corrected.
- 02/18/15 – NJDEP NOV; Dust Control; Corrected.
- 07/15/15 – NJDEP NOV; Material Receipt Forms not available; Corrected.
- 05/11/17 – NJDEP NOV; Outstanding Quarterly Fees; Paid.

NJDEP Global Settlement

On November 3, 2017, Reliable Wood Products ("Reliable") and Nature's Choice Corporation ("Nature's") entered into a Settlement Agreement with the New Jersey Department of Environmental Protection. The Agreement addressed issues with the removal of historic overs at a recycling facility operated by Nature's in White Township, New Jersey and was related to the voluntary closing of that facility. The Agreement also addressed the transfer by Nature's of the operational Permit for a recycling facility operated by it until December 31, 2014 in Ledgewood, New Jersey.

The Agreement also addressed a property in Sparta, New Jersey operated as a recycling facility with issues existing at the facility resulting from operations by the prior permit holder. That recycling facility is now operated by Reliable which is addressing outstanding violations both on the underlying property and with the operation of the recycling facility on that property by the prior owner.

To settle the outstanding liability the Agreement required a payment of \$467,685.64 to be made over two years on behalf of Reliable and Nature's. To date payments totaling \$366,532.08 have been made. There are 2 payments remaining.

** It should be noted the underlying cause of many of the violations resulted from the operation of Reliable Wood Products LLC and Nature's Choice Corporation during the period that each company was owned and operated by Harvest Power, Inc. and to some extent for a period after the sale of the companies by Harvest Power to the current owner.*

Section 6: Employee Information Certificate

Business Registration Certificate

Public Works Contractor Registration Certificate

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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-JUL-2016 to 15-JUL-2023

RELIABLE WOOD PRODUCTS LLC
398 LINCOLN BOULEVARD
MIDDLESEX NJ 08846



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

08/25/04

Taxpayer Identification# 900-123-439/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08648-0252
TAXPAYER NAME: RELIABLE WOOD PRODUCTS, LLC	TRADE NAME:	
TAXPAYER IDENTIFICATION#: 900-123-439/000	SEQUENCE NUMBER: 1032146	
ADDRESS: 1 CAVEN POINT AVENUE JERSEY CITY NJ 07304-4603	ISSUANCE DATE: 08/25/04	
EFFECTIVE DATE: 11/05/03		
FORM-BRC(08-01)	<i>John E. Tully</i> Acting Director This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

Certificate Number
665953

Registration Date: 03/19/2018
Expiration Date: 03/18/2020



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Reliable Wood Products, LLC
2018

Responsible Representative(s):
Nicholas Vene, President

Responsible Representative(s):
Joseph Kollock III, Owner

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

Section 7: Bid bond

Consent of Surety

Insurance Certificate



FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

2740 Rt. 10 West, Suite 205
Morris Plains, NJ 07950
(973) 402-1200

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. BD022933

That we, RELIABLE WOOD PRODUCTS, LLC
398 Lincoln Boulevard Middlesex, NJ 08846

,
as Principal and FIRST INDEMNITY OF AMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the
State of New Jersey, as Surety, are hereby held and firmly bound unto TOWNSHIP OF WEST ORANGE
66 MAIN STREET West Orange, NJ 07052

,
as Oblige, in penal sum of 10 % of AMOUNT BID NOT TO EXCEED \$20,000.00 Dollars, lawful money of the United
States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly, by these presents.

WHEREAS the Principal has submitted a bid for
OPERATION OF THE WEST ORANGE RECYCLING CENTER

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety of the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige 10 % of the Bid amount not to exceed \$20,000.00, the penalty hereof between the amount
specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CONSENT OF SURETY

It is hereby understood and agreed that the FIRST INDEMNITY OF AMERICA INSURANCE COMPANY will provide Surety on
the Bond of the Principal for the work described above provided the Principal is the successful bidder and is awarded the Contract.

The Consent of Surety contained herein is limited to a Contract award not to exceed \$1,000,000.00

This Bid Bond No. BD022933 and Consent of Surety has been signed and sealed this 17th day of July,
2018

Matthew Vastano
Witness/Attest As To Principal
Matthew Vastano

Gina Ring
Gina Ring
Witness/Attest As to Surety

Eugene J. Clarkowski
PRINCIPAL RELIABLE WOOD PRODUCTS, LLC

Eugene J. Clarkowski

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

By Michele Charette Surety

Attorney-in-Fact Michele Charette

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**
2740 Rt. 10 West, Suite 205 Morris Plains, New Jersey 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Michele Charette, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

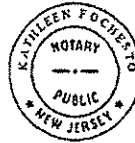
IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 20th day of March, 2012.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 20th day of March, 2012, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto
KATHLEEN FOCHESTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/16/2020

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, March 20, 2012.

RESOLVED, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney 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 with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 17th day of July, 2018.



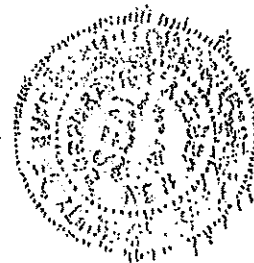
Jane E. Lynch
Jane E. Lynch, Secretary

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2017

Assets:		
Bonds	\$	1,175,645
Preferred & Common Stocks		7,445,188
Mortgage Loans		120,000
Real Estate		1,066,243
Cash and Short Term Investments		1,314,787
Investment Income Due and Accrued		20,576
Premiums in the Course of Collection (Under 90 Days)		258,211
Reinsurance Recoverable on Loss and LAE Payments		82,415
Deferred Tax Asset		381,188
Other Assets		79,848
Total Admitted Assets	\$	11,944,101
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses		2,171,169
Other Expenses		250,441
Taxes Licenses and Fees		77,118
Federal Income Tax Payable		31,000
Unearned Premium		2,113,536
Amounts Withheld or Retained for Others		21,664
Ceded Reinsurance Balances Payable		155,322
Liability for Unauthorized Reinsurers		-
Total Liabilities		4,820,250
Capital & Surplus:		
Common Stock, Paid Up	2,500,000	
Paid in and Contributed Surplus	1,480,945	
Unassigned Surplus	3,142,906	
Surplus as Regards to Policyholders		7,123,851
Total Liabilities and Surplus	\$	11,944,101

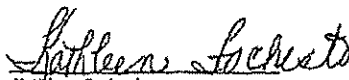
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2017, according to the best information, knowledge, and belief.


Glenn A. Runne
Chief Financial Officer



State of New Jersey)
County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2017.


Kathleen Fochesto
My Commission Expires March 16, 2020





RELIWOO-01

KGALBRAITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2018

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 Acrisure, LLC D/B/A Chadler Solutions 100 Passaic Ave, Suite 120 Fairfield, NJ 07004-3508	CONTACT NAME:		
	PHONE (A/C, No, Ext): (973) 227-0025	FAX (A/C, No): (973) 227-4026	
INSURED Reliable Wood Products LLC 482 Houses Corner Road Sparta, NJ 07871	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B: Commerce and Industry Insurance Co		19410
	INSURER C: New Jersey Manufacturers Insurance Co		12122
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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	ACDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:	X		EG16151920	09/17/2017	09/17/2018	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 - COMPROP AGG \$ 2,000,000 POLLUTION LIAB \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA3962441	09/17/2017	09/17/2018	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 ☐ OED ☐ RETENTIONS			EGU16151923	09/17/2017	09/17/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W39108-6-18	01/01/2018	01/01/2019	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations at West Orange Recycling Convenience Center, 590 Mt Pleasant Ave, West Orange, NJ

Township of West Orange is included as Additional Insured (except WC) as required by written contract entered into by the named Insured for operations performed at the above referenced location, in accordance with the terms, conditions and limitations of the policy, and then only with respect to liability caused by negligent acts or omissions of the named Insured, and then only with respect to this contract. 30 days cancellation applies except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

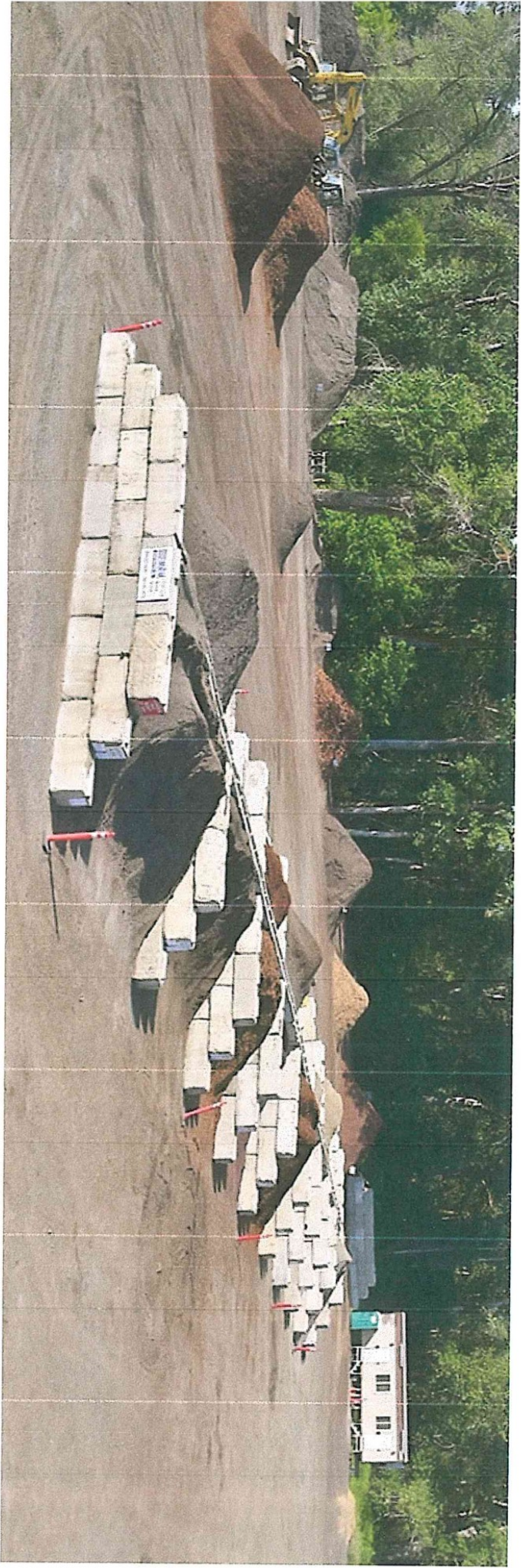
Township of West Orange 66 Main Street West Orange, NJ 07052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kathy Galbraith</i>

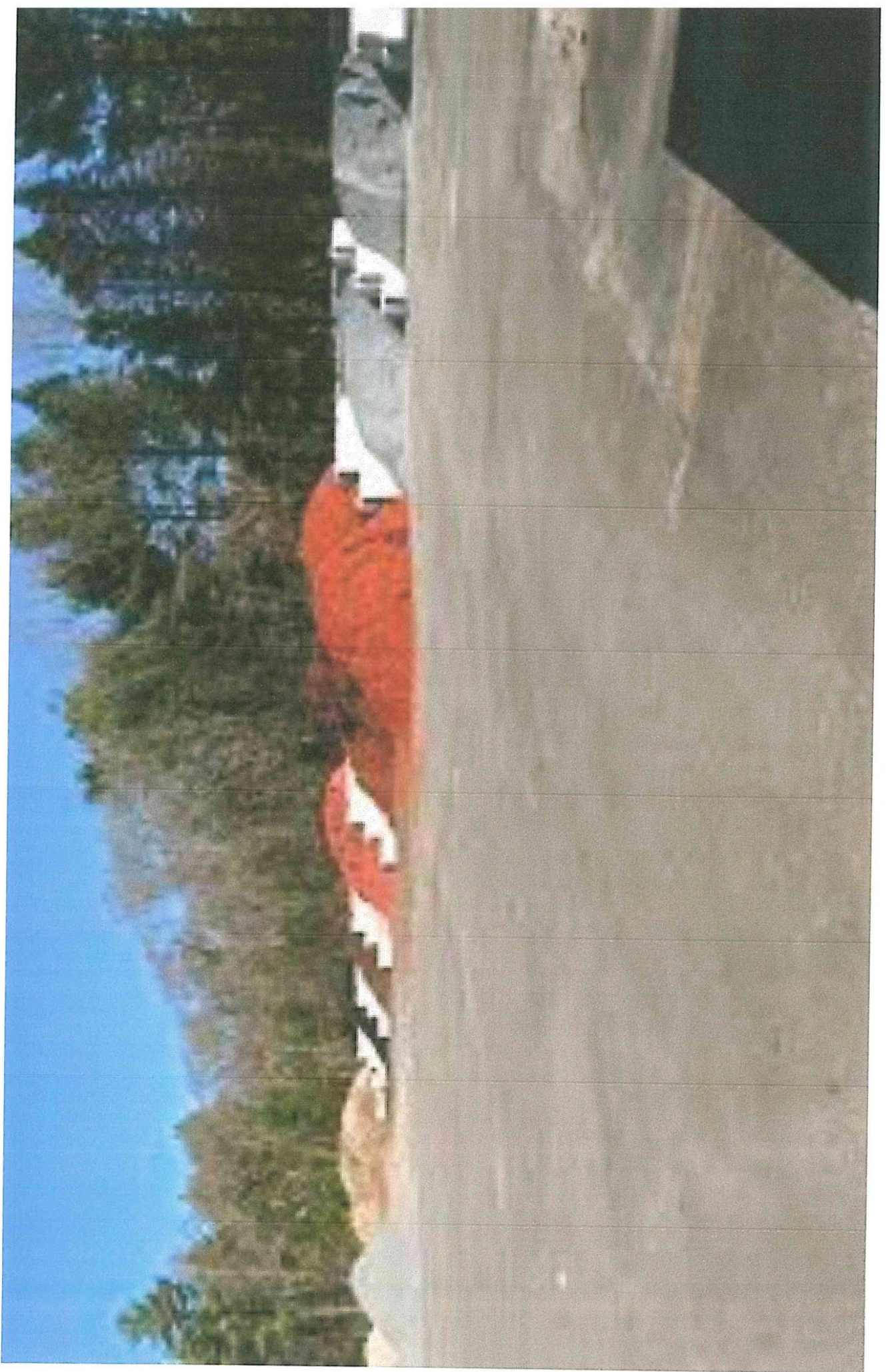
Section 8: Proposed Site Plan Improvement and Layout
Current Odor Control System
Odor Control Neutralizing Agent

Site Improvement Description

- Mill and repave approximately 10,000 square feet of entrance and road entering facility
- Improve and maintain plantings at entrance to the facility
- Pave areas surrounding office trailer
- Reconstruct and enhance class A, B & C residential drop-off area
- Add 12,500 square feet of pavement to class B facility and construct retail bins in a neat and orderly manner (picture attached)
- Regrade rest of class B facility for vehicle access
- Regrade and clean up berm on east side of the facility and plant ornamental grass on the berm to screen facility from sensitive receptors
- Have two transfer areas for class B and Class materials in order to minimize odor potential there will be no processing at the facility all material will be transferred to one of Reliabs NJDEP permitted facilities. storage of materials at the facility will be a maximum of 7500 cubic yards of class B material (Brush and Tree Parts) and 5000 cubic yards of class C (leaves) material

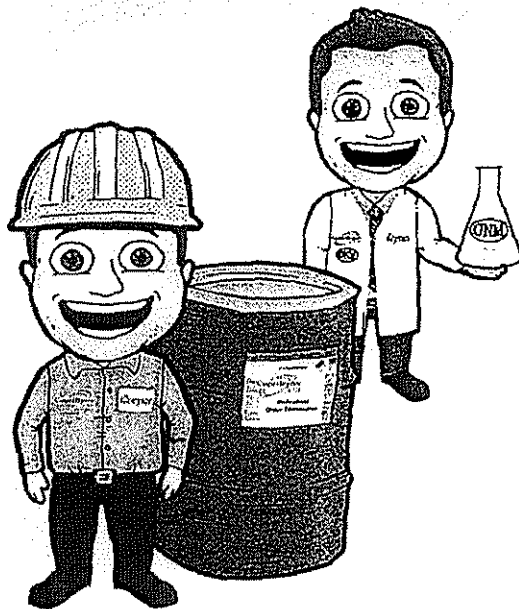
Attached are illustrations and a site plan of the improvements proposed.



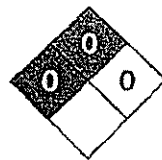




- Non-Toxic
- Non-Irritating
- Laboratory Validated
- Scientifically Developed
- Patented Green Technology
- No Hazardous Air Pollutants
- No Volatile Organic Compounds



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
Collect. Recycle. Innovate.

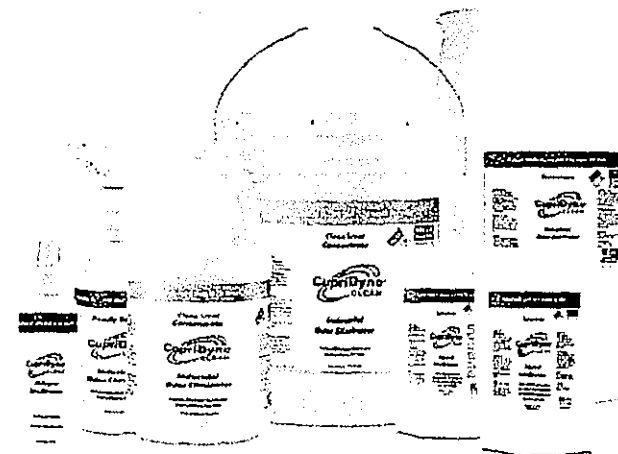


Solid
Waste
Association of
North
America



Proven Odor Control

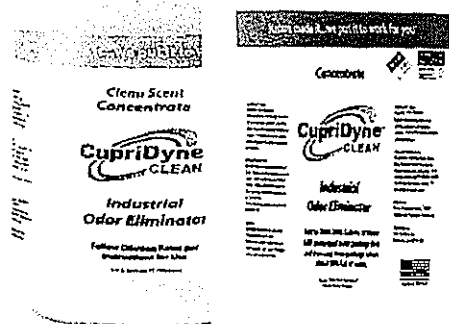
Bringing scientifically developed odor eliminators to the waste industry in formulations that are easily integrated into your current odor management infrastructure.



Visit CupriDyne.com for a RISK FREE Trial



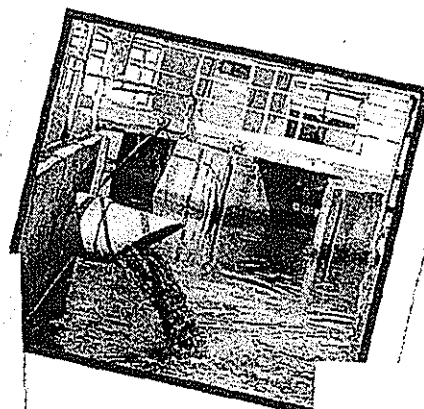
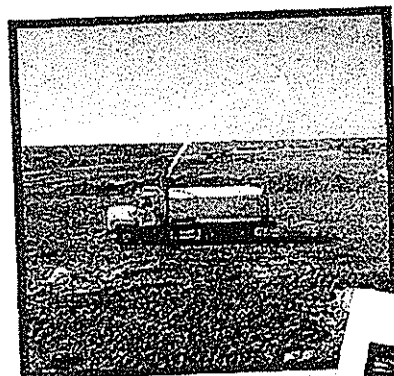
CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.



CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

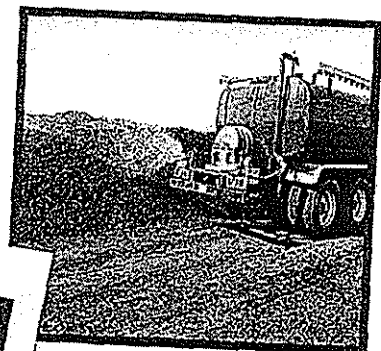
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

- FL. Landfill Operation



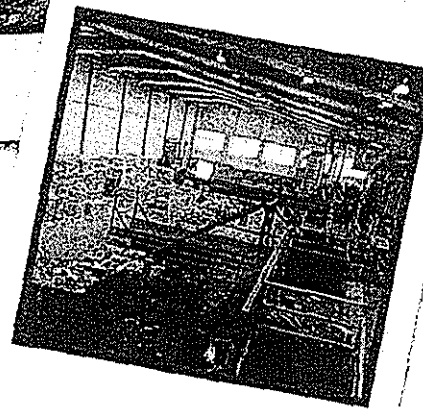
"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

- CA. Wastewater Plant



"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."

- NY Compost Facility



"A 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."

- CA. Transfer Station

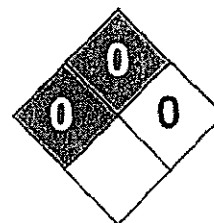
CupriDyne Clean's line of powders are especially effective for large, open-air sites like landfills and large composting facilities. It's more cost-effective and efficient for hitting specific, targeted sources of odor on large properties. The powders can be added to existing water trucks, allowing very 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.

Created: 05/28/2015 4:00 AM

Disclaimer:

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Exhibit “C”

Annual Product Inbound	Class B/C	Volume (cubic yards)
Leaves	C	
Brush	B	
Logs	B	
Mixed Vegetative	B	
Woodchips	B	
Stumps	B	
Spring Clean-Up	B	
Christmas Trees	B	
Total For Year	C	
Total For Year	B	
Monthly Inbound (Total)		
October		
Class C		
Class B		
November		
Class C		
Class B		
December		
Class C		
Class B		
January		
Class C		
Class B		
February		
Class C		
Class B		
March		
Class C		
Class B		
April		
Class C		
Class B		
May		
Class C		
Class B		
June		
Class C		
Class B		
July		
Class C		
Class B		
August		
Class C		
Class B		

September		
Class C		
Class B		

Annual Outbound	Class B/C	Volume (cubic yards)
Leaves	C	
Brush	B	
Logs	B	
Mixed Vegetative	B	
Woodchips	B	
Stumps	B	
Spring Clean-Up	B	
Christmas Trees	B	
Total For Year	C	
Total For Year	B	
Monthly Outbound (Total)		
October		
Class C		
Class B		
November		
Class C		
Class B		
December		
Class C		
Class B		
January		
Class C		
Class B		
February		
Class C		
Class B		
March		
Class C		
Class B		
April		
Class C		
Class B		
May		
Class C		
Class B		
June		
Class C		
Class B		
July		
Class C		

Class B		
August		
Class C		
Class B		
September		
Class C		
Class B		

I hereby certify that the information provided on this form is accurate to the best of my knowledge. I acknowledge and agree that the Township of West Orange shall rely upon the information provided in this form and that any willful misstatement as to the information provided on this form shall be actionable by the Township of West Orange.

Signature

Name (Printed)

Date

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by Robert Hughey and Deborah Hughey (collectively the “Owners”) residing at 11 Tremont Avenue, Lot 83 Block 3 (the “Property”), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated October 5, 2005 and recorded in the Essex County Register’s Office January 18, 2006 in Book 11000, at Page 569 (the “WOHRP Mortgage”); and

WHEREAS, there is a first mortgage on the Property held by Wells Fargo Home Mortgage in the outstanding amount of One Hundred Sixty-Nine Thousand Three Hundred Sixty-Two Dollars and Eight Cents (\$169,362.08) (the “First Mortgage”); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Rocket Mortgage LLC (“Rocket”) via Mortgage Electronic Registration Systems, Inc., as nominee for Rocket Mortgage, LLC in the amount of Two Hundred Fifteen Thousand Dollars (\$215,000), and with an interest rate of 2.990% (the “New Mortgage”); and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$385,000; and

WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage and the Second Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to

execute a Subordination of Mortgage, annexed hereto as Attachment “**A,**” in favor of Rocket with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk’s office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

265-21
October 12, 2021

RESOLUTION

WHEREAS, the Township of West Orange Housing Rehabilitation Program has a mortgage against certain real property owned by ROBERT AND DEBORAH HUGHEY, HUSBAND AND WIFE (the "Owners") residing at 11 Tremont Ave, Lot 83 Block 3 (the "Property"), in the amount of Fifteen Thousand Dollars (\$15,000.00), which was dated October 5, 2005 and recorded in the Essex County Register's Office on January 18, 2006 in Book 11000, at Page 569 (the "WOHRP Mortgage"); and

WHEREAS, the Owners desire to refinance their home to obtain a new mortgage loan from Rocket Mortgage LLC, in the amount of Two Hundred Fifteen Thousand Dollars (\$215,000) (New Mortgage), and

WHEREAS, the New Mortgage will pay off the First Mortgage; and

WHEREAS, the Owner has requested that the Township of West Orange subordinate the WOHRP Mortgage to the New Mortgage; and

WHEREAS, the appraised value of the property is \$385,000; and

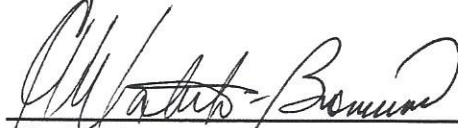
WHEREAS, based on the amount of the New Mortgage as compared to the First Mortgage, the proposed subordination will not materially change the equity available to satisfy the WOHRP Mortgage;

NOW THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor be and hereby is authorized to execute a Subordination of Mortgage, annexed hereto as Attachment "A," in favor of Princeton with respect to the Property and the Owners; and be it further

RESOLVED, that the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature on the Subordination of Mortgage; and be it further

RESOLVED, that a copy of this Resolution shall be made available in the Clerk's office in accordance with applicable law.


Karen J. Carnevale, RMC, Municipal Clerk


Cindy Matute-Brown, Council President

Adopted: October 12, 2021

SUBORDINATION AGREEMENT**Loan No: 3483525145**

This Agreement is made this ____ day of _____, 2021, by **Township of West Orange**, whose address is 66 Main St., West Orange, NJ 07652, (the "Lienholder").

WHEREAS the Lienholder is the holder of a mortgage/deed of trust/lien in the principal amount of \$15,000.00 executed by **Robert and Deborah Hughey** (the "Borrower"), dated October 6, 2005 and recorded on January 18, 2006, in Book 11000, Page 569, in Instrument 6008027, in the records of Essex County ("Lienholder's Lien"), covering the property commonly known as 11 Tremont Ave, West Orange, NJ 07052-4424 (the "Property") and legally described as:

Situated in the County of Essex, State of NJ:
Tax ID No.: Block 3 Lot 83

WHEREAS Rocket Mortgage, LLC intends to make a loan to the Borrower in a principal amount not to exceed \$215,000.00 and dated on or about _____, 2021, to be secured by a mortgage/deed of trust granted to Mortgage Electronic Registration Systems Inc., as nominee for Rocket Mortgage, LLC, its successors and or assigns, covering the Property ("Rocket Mortgage Lien"), and

WHEREAS Rocket Mortgage, LLC will only make the loan to the Borrower provided that Lienholder's Lien is subordinate to Rocket Mortgage Lien, and

WHEREAS Lienholder intends that Rocket Mortgage Lien be prior and superior to Lienholder's Lien.

NOW, THEREFORE, it is agreed that in consideration of one dollar and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Lienholder agrees to subordinate and make Lienholder's Lien subordinate and junior in all respects to Rocket Mortgage Lien.

Loan No: 3483525145

Witnesses:

Lienholder Signature:

Signature _____

Printed Name _____

Signature _____

Printed Name _____



Lienholder: Township of West Orange

Printed Name: Robert D. Parisi

Title: Mayor

STATE OF NEW JERSEY

SS

COUNTY OF ESSEX

On October 13, 2021 before me, (ShariAnn Quirk), personally appeared (Robert D. Parisi), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name (is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Notary Signature)

Notary Public, County of Essex, Acting in Essex County.

State of New Jersey

My commission expires 4/13/2025



This instrument drafted by and after recording return to:

Danielle Thrasher

Rocket Mortgage, LLC

Subordination Dept.

615 W. Lafayette

Detroit, MI 48226

RESOLUTION

WHEREAS, the Township acquired certain property on Eagle Rock Avenue in the Pleasantdale Section which has been repaved and is currently a public parking lot for shoppers in the Pleasantdale area;

WHEREAS, the Goldman Family operated a resort hotel in the Pleasantdale Section at the current day site of the Wilshire Grand; and

WHEREAS, the Goldman Resort opened in the late 1920s and remained a prevalent fixture in the Pleasantdale Section for over forty (40) years; and

WHEREAS, the Goldman Resort included a nine (9) hole golf course across the street on Pleasant Valley Way which is now the site of the Woodland Condominiums Complex; and

WHEREAS, the Pleasantdale Section has become a cornerstone for cultural and religious activities in the Jewish Community for which the Goldman family was instrumental in establishing the first Hebrew school and Jewish Center and Synagogue in West Orange; and

WHEREAS, the Mayor recommends that the new parking lot in Pleasantdale be named the Goldman Lot in honor of the Goldman family; and

WHEREAS, West Orange Ordinance 2-74 requires the Mayor to submit his recommendation to the Township Council for consideration concerning the naming of Township Property;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that pursuant to Township Ordinance 2-74, the Township Council hereby authorizes that the new parking lot on Eagle Rock Avenue in the Pleasantdale Section of West Orange be named the “Goldman Lot.”

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

RESOLUTION

WHEREAS, the Township owns and operates a public parking lot on Lindsley Avenue and Northfield Avenue which is in close proximity to Supreme Bakery, PNC Bank and other retail establishments; and

WHEREAS, Gordon J. Hansen grew up in the Township and graduated West Orange High School in 1942; and

WHEREAS, Mr. Hansen served with great distinction in the United States Army during World War II and was awarded the Bronze Star for heroic actions during the Battle of the Bulge in December 1944; and

WHEREAS, Mr. Hansen successfully re-established communication lines with rear artillery positions despite taking on heavy fire from German paratroopers; and

WHEREAS, Mr. Hansen's actions resulted in stopping or delaying the advance of two Panzer divisions along the Allied front; and

WHEREAS, Mr. Hansen was subsequently killed in action on March 20, 1945 only weeks before the surrender of Germany; and

WHEREAS, Mr. Hansen was post-humously awarded the Purple Heart; and

WHEREAS, Mr. Hansen was interred at the St. Avould U.S. Military Cemetery in France and his documents and medals were recently returned to the Township after seventy (70) years and are now on public display in the Township Municipal Building; and

WHEREAS, Mr. Hansen grew up and lived in certain row houses that once existed on Lindsley Avenue in close proximity to the Parking Lot;

WHEREAS, West Ordinance 2-74 requires the Mayor to submit his

recommendation to the Township Council for consideration the naming of Township Property; and

WHEREAS, the Mayor hereby recommends that the parking lot on Lindsley Avenue and Northfield Avenue be named the Gordon Hansen Parking Lot;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that pursuant to Township Ordinance 2-74, the Township Council hereby authorizes the naming of the Parking Lot on Lindsley Avenue and Northfield Avenue to be named the “Gordon Hansen Parking Lot.”

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

R E S O L U T I O N

WHEREAS, the Township of West Orange awarded a contract to TNS Construction, LLC, 1294 Waterloo Road, Stanhope, NJ 07874; and

WHEREAS, the Township Council by Resolution No. 158-21 dated June 22, 2021, awarded a bid in the amount of \$796,00.00 which represents the Base Bid of \$786,000.00, and an Allowance of \$10,000.00 for additional work for unit price No. 1, ceiling and metal grid suspension system and for unit price No. 2, exterior masonry tuck pointing to TNS Construction, LLC for Fire Station #1 Interior and Exterior Improvements and Renovations and Window Replacements; and

WHEREAS, the CPWM/DPW Supervisor Lou Reynolds and Architectural Firm, Herbst Musciano, LLC recommended additional fresh air damper/cabinet heater wiring, additional roof repairs necessitated by the fresh air damper/cabinet heater wiring and additional repair to wall necessitated by the fresh air damper/cabinet heater wiring; and

WHEREAS, the Township Engineer agreed with the recommendations of the CPWM/DPW Supervisor Lou Reynolds and Architectural Firm Herbst Musciano, LLC; and

WHEREAS, a change order dated October 12, 2021 was signed by Architectural Firm, Herbst Musciano, LLC, contractor TNS Construction, LLC and the Municipal Engineer for this work in the amount of \$38,774.00; and

WHEREAS, the Township Engineer by letter dated October 18, 2021 recommended funding in the amount of \$38,774.00 for additional fresh air damper/cabinet heater wiring, additional roof repairs necessitated by the fresh air damper/cabinet heater wiring and additional repair to wall necessitated by the fresh air damper/cabinet heater wiring; and

WHEREAS, the total amount of this Change Order represents an increase of \$38,774.00
or a 4.87 percent increase in the original contract amount; and

WHEREAS, the Township Council Agrees in the foregoing; and

WHEREAS, sufficient funds exist for this work.

NOW THEREFORE IT BE RESOLVED by the Township Council of West Orange
that Change Order No. 1 with TNS Construction, LLC in the amount of \$38,774.00 is hereby
approved and the Township Council further authorizes the Township Purchasing Agent to
execute said Change Order with funds certified by the Chief Financial Officer.

Karen J. Carnevale, R.M.C.
Township Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

I hereby certify funds are available from:

Account No. 03 2584 19 0200 110
2019 Capital Budget
Fire Houses
Account No. 03 2610 20 0200 110
2020 Capital Budget

John O. Gross, Chief Financial Officer

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address): West Orange Fire Station #1 Interior and Exterior Improvements and Renovations 415 Valley Rd West Orange, NJ 07052	CHANGE ORDER NUMBER: 02 DATE: 10/12/21	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☒
TO CONTRACTOR (Name and address): T.N.S. Construction LLC 1294 Waterloo Road Stanhope, NJ 07874	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 07/07/2021 CONTRACT FOR: West Orange Fire Station #1 Interior and Exterior Improvements and Renovations	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Scope of Work: * ADDITIONAL FRESH AIR DAMPER/CAB. HEATERS WIRING (+24,890.00)
Mechanical Price: \$15,000.00
Electrical Price: \$4,000.00
GC Price: \$5,890.00

- * ADDITIONAL ROOF REPAIRS BY CONTRACTOR UNDER CONTRACT (+12,600.00)
- * ADDITIONAL REPAIR TO WALL, FILL IN EXISTING HEATER 118 SPACE (+2,500.00)
- * CREDIT FOR LESS CONDENSATE PIPING (-1,246.00)

The original Contract Sum was	\$	796,000.00
The net change by previously authorized Change Orders	\$	\$0.00
The Contract Sum prior to this Change Order was	\$	796,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	38,774.00
The new Contract Sum including this Change Order will be	\$	834,774.00

The Contract Time will be increased by thirty (60) days.
The date of Substantial Completion as of the date of this Change Order therefore is 248

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Herbst Musciano LLC

T.N.S. Construction LLC

Township of West Orange

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

611 Main Street
Boonton, NJ 07005

1294 Waterloo Rd, Stanhope, NJ 07874

66 Main Street
West Orange, NJ 07052

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Gary Musciano

Arben Dauti - President

Representative of West Orange

(Typed name)

Fitim Dauti - President

Township LEONARD R. LEPORE

10-15-21

(Typed name)

(Typed name)

DATE

DATE

DATE

10/12/21

10/20/2021

275-21
October 26, 2021

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES
TO REFUND OVERPAYMENTS OF TAXES TO THE LISTED TAXPAYER**

WHEREAS, certain West Orange property owner has made an overpayment for the 2021 fourth quarter taxes;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayer or their mortgage company are entitled to refunds to the extent of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Tax Collector and the Treasurer of the Township of West Orange be and they are hereby authorized, empowered and directed to cause to be paid to the taxpayers on the attached list sums in full and final satisfaction of the overpayment of the 2021 fourth quarter taxes

Block	Lot	Name & Address	Amount
158.17	3	Wells Fargo Home Mortgage Attn: Refund/Financial Support 1 Home Campus MAC F2302-04D Des Moines, IA 50328	\$5,720.10

TOTAL: \$5,720.10

Karen J. Carnevale, R.M.C.
Municipal Clerk

Cindy Matute-Brown
Council President

Adopted: October 26, 2021

I hereby certify funds are available from: _____
Account No./Amount

John Gross, Chief Financial Officer

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2661-21**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2021
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP
OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE
OF NEW JERSEY, APPROPRIATING \$15,236,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO
FINANCE PART OF THE COST THEREOF**

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS
FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$15,236,000, including \$726,000 as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$15,236,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$14,510,000 pursuant to, and

within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in a principal amount not exceeding \$14,510,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are including, but not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Purchase of various vehicles and equipment for various Township facilities and departments, including, but not limited to, stage equipment, generators, key secure control units for vehicles, hydraulic tools, jaws of life, front end loader and backhoe;	\$685,000	\$652,380	\$32,620	10 years
(ii) Various façade and interior facility improvements to Township owned properties, including, but not limited to, 10 Rooney Circle, Township Firehouses, and Rock Spring Golf Club;	\$2,025,000	\$1,928,571	\$96,429	19 years
(iii) Purchase of information technology equipment for various Township Departments, including, but not limited to, printers/scanners, desktop computers, servers, computer hardware and software, upgrade of radio systems, upgrade security camera systems, and purchase and installation of mobile video antennas and video recorders;	\$1,376,000	\$1,310,476	\$65,524	7 years
(iv) Various outdoor facility improvements to Township owned properties and parks, including, but not limited to, upgrades of cart paths and traps and the installation of a new lighting detection system at Rock Spring Golf Course, replacement of	\$2,714,000	\$2,584,700	\$129,300	15 years

rubber surfaces at Liberty and Boland playgrounds, ballast upgrade on Colgate Field, resurfacing of O'Connor handball courts, and replacement of all pool plaster, tiles, deck drains and other miscellaneous improvements at the Township Pool;

(v) Roadway Improvements to the entire lengths or portions thereof to various roadways as more fully described on a list on file in the office of the Township Clerk, which list is hereby approved. Such roadway improvements shall also include, as applicable, replacement of various street signs, new LED high visibility signs, milling, construction, reconstruction, repairing, restriping and resurfacing of said roadways, streetscape improvements, drainage improvements to said roadways, and the repair, restoration or construction of or improvements to curbs, sidewalks, driveway aprons or handicapped accessible curb ramps along various roadways in the Township;	\$5,150,000	\$4,904,761	\$245,239	10 years
(vi) Renovations to the Boland Park pump station, purchase and installation of shade trees throughout the Township and various drainage improvements throughout the Township;	\$1,300,000	\$1,238,095	\$61,905	30 years
(vii) Purchase of various vehicles, including, but not limited to, non-passenger vehicles, fire engine, box trucks, utility trucks, dump trucks, pick-up trucks with spreaders and plows, tandem axle roll offs and buses;	\$1,986,000	\$1,891,017	\$94,983	6.63 years

TOTALS	\$15,236,000	\$14,510,000	\$726,000	
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(b) The above improvements and purposes set forth in Section 3(a) shall also include, as applicable, surveying, construction planning, engineering and design work,

preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$14,510,000.

(d) The aggregate estimated cost of said improvements or purposes is \$15,236,000, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor, is the aggregate down payments for said purposes in the amount of \$726,000.

SECTION 4. In the event the United States of America, the State of New Jersey and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the “Chief Financial Officer”), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable, for the Township. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or

temporary capital budget of the Township, a revised capital or temporary capital budget for the Township has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Township may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of said bonds authorized by this bond ordinance, is 13.08 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$14,510,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$3,000,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. No funds from sources other than the bonds or notes authorized herein have been or are reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside by the Township, or any member of the same “Controlled Group” as the Township, within the meaning of Treasury Regulation Section 1.150-1(e), pursuant to its budget or financial policies with respect to any expenditures to be reimbursed. This Section 9 is intended to be and hereby is a declaration of the Township’s official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2.

SECTION 10. The Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended of the interest on all tax-exempt bonds and notes issued under this ordinance.

SECTION 11. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into an appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council of the Township to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

Purpose(s): The Bond Ordinance provides for various Capital Improvements consisting of, among other things, (i) purchase of various vehicles and equipment for various Township facilities and departments; (ii) various improvements to 10 Rooney Circle, Township Firehouses, and Rock Spring Gold Club; (iii) purchase of intellectual technology equipment for various Township Departments; (iv) outdoor and equipment improvements to Rock Spring Gold Club, Liberty and Boland playgrounds, Colgate Field, O'Connor handball courts and the Township Pool, (v) roadway improvements to the entire lengths or portions of various roads located in the Township; (vi) renovations to Boland Park pump station, purchase and installation of shade trees and various drainage improvements throughout the Township; and (vii) purchase of non-passenger vehicles and a fire engine for various Township departments. See the full text of the bond ordinance for the entire descriptions of the improvements.

Appropriation: \$15,236,000

**Bonds/Notes
Authorized:** \$14,510,000

Down Payment: \$726,000

**Average Useful
Life:** 13.08

Section 20 Costs: \$3,000,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF**

Purpose(s): The Bond Ordinance provides for various Capital Improvements consisting of, among other things, (i) purchase of various vehicles and equipment for various Township facilities and departments; (ii) various improvements to 10 Rooney Circle, Township Firehouses, and Rock Spring Gold Club; (iii) purchase of intellectual technology equipment for various Township Departments; (iv) outdoor and equipment improvements to Rock Spring Gold Club, Liberty and Boland playgrounds, Colgate Field, O'Connor handball courts and the Township Pool, (v) roadway improvements to the entire lengths or portions of various roads located in the Township; (vi) renovations to Boland Park pump station, purchase and installation of shade trees and various drainage improvements throughout the Township; and (vii) purchase of non-passenger vehicles and a fire engine for various Township departments. See the full text of the bond ordinance for the entire descriptions of the improvements.

Appropriation: \$15,236,000

**Bonds/Notes
Authorized:** \$14,510,000

Down Payment: \$726,000

**Average Useful
Life:** 13.08

Section 20 Costs: \$3,000,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed, imprinted or reproduced opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the ordinance entitled,

“BOND ORDINANCE PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$15,236,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$14,510,000 IN BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF”,

there was available as a down payment for the purposes authorized by said bond ordinance \$726,000 by a provision or provisions in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

JOHN GROSS,
Chief Financial Officer

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2662-21**

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION
OF VARIOUS PROPERTIES PURSUANT TO THE
DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF
ESSEX, STATE OF NEW JERSEY; APPROPRIATING
\$7,000,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, *et seq.*) (the “LRHL” or “Redevelopment Law”), the Township Council (the “Township Council”) of the Township of West Orange, in the County of Essex, State of New Jersey (the “Township”), acting by resolution, determined that the Downtown Redevelopment Area was an “area in need of redevelopment” in accordance with N.J.S.A. 40A:12A-6(b); and

WHEREAS, on February 9, 2003, the Township Council of the Township adopted by ordinance the Downtown Redevelopment Plan, pursuant to the Redevelopment Law (the “Original Redevelopment Plan”; and

WHEREAS, the Original Redevelopment Plan has been amended by the “First Amendment,” adopted August 15, 2006, the “Second Amendment,” adopted March 6, 2007, the “Third Amendment,” adopted in 2010 and, most recently, the “Fourth Amendment,” adopted on September 14, 2021 (collectively, the “Redevelopment Plan”); and

WHEREAS, pursuant to Section 7(a)(4) of the Redevelopment Law, the Redevelopment Plan identifies various properties described in “Schedule A” attached

hereto (collectively, the “Properties”), including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon, to be acquired in connection with implementation of the Redevelopment Plan; and

WHEREAS, the Council has determined that it is necessary to acquire the Properties in furtherance of the Redevelopment Plan, as authorized under the Redevelopment Law; and

WHEREAS, in order to finance the acquisition of a portion of the Properties and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties, on September 14, 2021, the Council adopted Bond Ordinance Number 2651-21 appropriating and authorizing the issuance of general obligation bonds or notes in one or more series in an aggregate principal amount of not to exceed \$13,000,000 pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”) and the Redevelopment Law

WHEREAS, in order to finance the acquisition of the remainder of the Properties and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties (collectively, the “Project”), the Council desires to issue additional general obligation bonds or notes in one or more series in an aggregate principal amount of not to exceed \$7,000,000 pursuant to the Local Bond Law and the Redevelopment Law.

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township. For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$7,000,000. Pursuant to the provisions of N.J.S.A. 40A:12A-37(c)(2) of the Redevelopment Law, notwithstanding the provisions of Section 11 of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations for the purpose of aiding a redevelopment project located in the Township.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$7,000,000 appropriation, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$7,000,000 pursuant to, and within the limitations prescribed by, the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$7,000,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued is to finance the Project, which

includes the acquisition of, and the payment of the purchase price for, a portion of the Properties identified in the Redevelopment Plan and described in "Schedule A" attached hereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights currently located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties, including all work and materials necessary therefore and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$7,000,000.

(c) The estimated cost of said improvement or purpose is \$7,000,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any

contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and the Redevelopment Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and, if applicable, accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized

herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is on file with the Township Clerk.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two (2) and ending not more than forty (40) years from the date of issuance.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$7,000,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$500,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

(e) The obligations of the Township authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed six (6.00%) per centum per annum, without further authorization of the Township Council, which authorization may be by resolution.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township

shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The Township is hereby authorized to acquire and purchase the Properties and to negotiate an agreement or agreements of sale for the acquisition via negotiated purchase or condemnation of said Properties, including, but not limited to, deed for the conveyance of the Properties, preparation, submission and implementation of a workable relocation assistance plan (“WRAP”) in connection with providing relocation assistance, if applicable, pursuant to N.J.S.A. 20:4-1, et seq., N.J.S.A. 52:31B-1, et seq. and N.J.A.C. 5:11, and Verified Complaint, Declaration of Taking, and any other necessary documents for eminent domain proceedings for the Properties in accordance with the Eminent Domain Act of 1971, N.J.S.A. 20:3-1, et seq. The Mayor, Business Administrator, Chief Financial Officer, Township Attorney and Township Clerk are each hereby authorized, as applicable, to negotiate, approve, execute, attest, deliver and perform said agreement or agreements of sale and any and all documents necessary to acquire said Properties.

SECTION 11. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18)

months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 12. If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$7,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties.

Appropriation: \$7,000,000

**Bonds/Notes
Authorized:** \$7,000,000

Down Payment: None

Section 20 Costs: \$500,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF VARIOUS PROPERTIES PURSUANT TO THE DOWNTOWN REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$7,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the acquisition of and the payment of the purchase price for the Properties identified in the Redevelopment Plan and described in "Schedule A" attached thereto, including any structures, buildings, improvements, personal property, fixtures, easements, rights-of-way or other property rights located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, environmental testing and remediation, surveys, title work, and fees and expenses related to condemnation, including relocation expenses, of the Properties.

Appropriation: \$7,000,000

**Bonds/Notes
Authorized:** \$7,000,000

Down Payment: None

Section 20 Costs: \$500,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

SCHEDULE A

ACQUISITION PARCEL SCHEDULE

63	24	STANDISH AVENUE	BENARI REALTY.LLC
63	25	47 STANDISH AVENUE	ALL STATE TOWING & SALVAGE CO INC
63	33.01	LAKESIDE AVENUE	20-22 LAKESIDE,L.L.C.
63	33.02	18 LAKESIDE AVENUE	BENARI REALTY, LLC
63	36	10 LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	37	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	38	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	39	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
63	41	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	3.02	STANDISH AVENUE	BYRNE, WILLIAM T & PATRICIA A
64	22	38-40 ASHLAND AVENUE	GP 177 MAIN LLC% PRISM PROPERTY SER
64	25	32 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	27	28 ASHLAND AVENUE	CARROLL, DONALD J C/O AUTO EXCHANGE
64	28	24 ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	30	ASHLAND AVENUE	GP 177 MAIN LLC % PRISM PROP SER
64	31	20 ASHLAND AVENUE	PRISM GREEN URBAN % PRISM PROP SER
64	32	18 ASHLAND AVENUE	GP 177 MAIN LLC %PRISM PROP SER
64	33	12-16 ASHLAND AVENUE	GP 177 MAIN LLC%PRISM PROP SER
64	38	4 ASHLAND AVENUE	BYRNE 4 ASHLAND LLC
64	42.02	LAKESIDE AVENUE	ALL STATE TOWING & SALVAGE CO
64	49	28 LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
64	49.01	LAKESIDE AVENUE	BYRNE 28 LAKESIDE LLC
115	15	55 LAKESIDE AVENUE	GP 55 LAKESIDE LLC
115	16	25 LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
115	16.01	ONE LAKESIDE AVENUE	ANTHONY DeMATTEO
115	51	LAKESIDE AVENUE	TOWNSHIP OF WEST ORANGE
116.02	12	28 BABCOCK PLACE	PRISM GREEN URBAN % PRISM PROP SER
116.02	1.01	217 MAIN STREET	MAPLE SVCI LLC

**TOWNSHIP OF WEST ORANGE
BOND ORDINANCE NUMBER 2663-21**

BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Township. For the said improvements or purposes stated in Section 3, there is hereby appropriated the amount of \$500,000. Pursuant to the provisions of N.J.S.A. 40A:12A-37(c)(2) of the Redevelopment Law, notwithstanding the provisions of Section 11 of the Local Bond Law, no down payment is required as this bond ordinance authorizes obligations for the purpose of aiding a redevelopment project located in the Township.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof and to meet the \$500,000 appropriation, negotiable bonds of the

Township are hereby authorized to be issued in the principal amount of \$500,000 pursuant to, and within the limitations prescribed by, the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"). In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in the principal amount not exceeding \$500,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are for, as applicable, the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan, which includes, but is not limited to, as applicable, the acquisition, demolition, redevelopment, development, and environmental remediation of any structures, buildings, improvements located thereon and other costs related thereto, including, but not limited to, as applicable, appraisal fees, construction planning, engineering and design work, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation and also all work, materials, equipment, labor and appurtenances as necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$500,000.

(c) The estimated cost of said improvement or purpose is \$500,000.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township, for the improvement and purpose authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Essex. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Essex, shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law and the Redevelopment Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or

private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and, if applicable, accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services and is on file with the Township Clerk.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) Pursuant to N.J.S.A. 40A:12A-37(c), the obligations authorized herein shall mature in annual installments commencing not more than two (2) and ending not more than forty (40) years from the date of issuance.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$500,000 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

(e) The obligations of the Township authorized by this bond ordinance shall bear interest at a maximum rate of not to exceed six (6.00%) per centum per annum, without further authorization of the Township Council, which authorization may be by resolution.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Chief Financial Officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document

to be distributed in connection with the sale of obligations of the Township, which are authorized herein, and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 10. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 11 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof is "placed in service" (within the meaning of Treasury Regulations

§1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 11. If tax-exempt bonds or notes are issued under this bond ordinance, the Township covenants to maintain the exclusion from gross income under section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on such tax-exempt bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: October 12, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: October 26, 2021**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**CINDY MATUTE-BROWN, Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**ROBERT D. PARISI, Mayor
Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a regular meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, on October 12, 2021. It will be further considered for final passage, after public hearing thereon, at a virtual meeting of the Township Council to be held on October 26, 2021 at 7:00 p.m. Information regarding remote access to the meeting may be found on the Township's website at www.westorange.org. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

Purpose(s): The bond ordinance authorizes the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan.

Appropriation: \$500,000

**Bonds/Notes
Authorized:** \$500,000

Down Payment: None

Section 20 Costs: \$150,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**PUBLIC NOTICE
NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey on October 26, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR THE REMEDIATION, DEMOLITION, AND DEVELOPMENT OF TOWNSHIP OWNED PROPERTIES IDENTIFIED ON THE OFFICIAL TAX MAP OF THE TOWNSHIP AS BLOCK 9, LOTS 32 AND 36, COMMONLY REFERRED TO AS 8-10 AND 18 CENTRAL AVENUE, RESPECTIVELY, PURSUANT TO THE CENTRAL AVENUE REDEVELOPMENT PLAN, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY; APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF
Purpose(s):	The bond ordinance authorizes the remediation, demolition and development of Township-owned properties identified on the Official Tax Map of the Township as Block 9, Lots 32 and 36, commonly referred to as 8-10 and 18 Central Avenue, respectively, pursuant to the Central Avenue Redevelopment Plan.
Appropriation:	\$500,000
Bonds/Notes Authorized:	\$500,000
Down Payment:	None
Section 20 Costs:	\$150,000

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 12, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange (the "Township"), in the County of Essex (the "County"), State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the Township Council of the Township duly called and held on October 26, 2021 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange or via a virtual meeting, as applicable, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township as of this ____ day of _____, 2021.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on October 12, 2021 and finally adopted on October 26, 2021.

2. After introduction, the bond ordinance was published as required by law on October __, 2021 in the (insert name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in the (insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, in the New Jersey Department of Community Affairs, as applicable.

7. The official seal of the Township is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this ____ day of _____, 2021.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned, Clerk of the Township of West Orange, in the County of Essex, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of October 12, 2021, that such Supplemental Debt Statement was filed in my office on or by October 12, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

RESOLUTION OF THE WEST ORANGE TOWNSHIP ABC BOARD

**RESOLUTION RESCINDING IN PART ABC RESOLUTION NO. 659-21, REMOVING
LICENSEE # 0722-33-067-010, FAN & JADE, INC., (INACTIVE/POCKET LICENSE),
AND LICENSEE # 0722-44-027-005, AMI WEST ORANGE, LLC (INACTIVE/POCKET
LICENSE) AS LICENSEES APPROVED FOR RENEWAL FOR THE 2021-2022
LICENSE TERM FOR FAILURE TO OBTAIN REQUIRED SPECIAL RULINGS.**

WHEREAS, in June of 2021, the Clerk of the West Orange ABC Board, believing that NJ ABC Licensees #0722-33-067-010, Fan & Jade, Inc., t/a China Gourmet (Inactive/Pocket License), and #0722-44-027-005, AMI West Orange, LLC (Inactive/Pocket License), were qualified for renewal of said Licenses for the 2021-2022 License Term, according to her records having applied and paid all fees due for renewal of those Licenses and believing all other requirements to have been met as well; and

WHEREAS, those Licensees were therefore included with others on West Orange Township ABC Board Resolution No. 659-21, adopted by the ABC Board at its regular meeting on June 22, 2021, renewing for the 2021-2022 License Term those Licensees named in it; and

WHEREAS, the Clerk having been notified on or about October 8, 2021, by the New Jersey Attorney General's Office on behalf of the State Division of Alcoholic Beverage Control and its Licensing Bureau of those two Licensee's failure in fact to qualify for renewal in that they each required Special Rulings, such requirement being jurisdictional and the failure to meet them rendering any renewal ineffective; and

WHEREAS, the State ABC Agency has further advised the Clerk of the steps needed to be taken to attain renewal of those two Licenses for the 2021-2022 License term and the Clerk has so notified both Licensees; and

WHEREAS, among the requirements to be met by the Township of West Orange is the rescission of Township ABC Board Resolution No. 659-21, only with respect to the aforesaid Licensees;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, SITTING IN ITS CAPACITY AS THE WEST ORANGE TOWNSHIP ABC BOARD, that the portion of West Orange Township ABC Resolution No. 659-21, listing License #0722-33-067-010, Fan & Jade, Inc., (Inactive/Pocket License), and #0722-44-027-005, AMI West Orange, LLC (Inactive/Pocket License), as qualified for renewal and renewing each and both of said Licenses for the 2021-2022 License Term, is to that extent and that extent only, to be hereby rescinded, excising those Licensees from the list of those which were to be renewed for that License term, all in accordance with instructions received by and on behalf of the New Jersey ABC Licensing Bureau.

Karen J. Carnevale, R.M.C.
Municipal Clerk/ABC Board Secretary

Cindy Matute-Brown
Council President and ABC Board Chair

Adopted: October 26, 2021
Effective Date: October 26, 2021

RESOLUTION

WHEREAS, unless otherwise noted herein, the holders of alcoholic beverage licenses from the Township of West Orange set forth on Exhibit A attached hereto and made part hereof, have made applications to this Township of West Orange ABC Board to renew said licenses for the **2021-2022** license term; and

WHEREAS, said licenses have paid all license renewal fees and submitted the appropriate application to renew and has received Special Ruling for the 2021-2022 and 2022-2023 license term; and

WHEREAS, the license was granted 12.39 relief pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, a public hearing was held before the Township of West Orange ABC Board on **October 26, 2021** and no one appeared in opposition to any license renewal; and

NOW, THEREFORE, BE IT RESOLVED that the Township of West Orange ABC Board wishes to renew the following alcoholic beverage licenses set forth for the **2021-2022** license term:

0722-33-067-010 Fan & Jade, Inc. (Pocket)

0722-44-027-005 AMI West Orange (Pocket)

KAREN J. CARNEVALE, RMC
ABC Board Secretary

CINDY MATUTE-BROWN
Council President/ABC Board member

Adopted: October 26, 2021
Effective: October 26, 2021