1. Conference Meeting Agenda

    Documents:

        CA 3.26.24.PDF

2. Public Meeting Agenda

    Documents:

        PM 3.26.24.PDF

3. Resolution(S)

    3.I. 96-24

        Documents:

            96-24 RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS COLONIAL WOODS.PDF

    3.II. 98-24

        Documents:

            98-24 RESOLUTION AUTHORIZING AWARD OF THE CONTRACT FOR OPERATION OF THE WEST ORANGE RECYCLING CENTER - 2024 (3.26.24).PDF
            98-24 SIGNED AGREEMENT RELIABLE (1).PDF
            98-24 EXHIBITS TO THE AGREEMENT FOR THE OPERATION OF THE RECYCLING CENTER - PART I.PDF
            98-24 EXHIBITS TO THE AGREEMENT FOR THE OPERATION OF THE RECYCLING CENTER - PART II.PDF
            98-24 EXHIBITS TO THE AGREEMENT FOR THE OPERATION OF THE RECYCLING CENTER - PART III.PDF
            98-24 EXHIBITS TO THE AGREEMENT FOR THE OPERATION OF THE RECYCLING CENTER - PART IV.PDF
            98-24 EXHIBITS TO THE AGREEMENT FOR THE OPERATION OF THE RECYCLING CENTER - 2024.PDF
            98-24 EXHIBITS A - EVALUATION REPORT FOR THE CONTRACT FOR OPERATION OF WEST ORANGE RECYCLING CENTER - 2024.PDF
            98-24 CERTIFICATE.PDF
            98-24 EVALUATION REPORT - CONTRACT FOR OPERATION OF WEST ORANGE RECYCLING CENTER - 2024.PDF

    3.III. 99-24

        Documents:

            99-24 RESOLUTION AUTHORIZING TEMPORARY EXTENSION OF CONTRACT FOR OPERATION OF RECYCLING CENTER - 2024.PDF
            99-24 TEMPORARY EXTENSION AGREEMENT FOR THE OPERATION OF THE TOWNSHIP RECYCLING CENTER PENDING AWARD OF CONTRACT - 2024.PDF
            99-24 EXHIBIT TO TEMPORARY EXTENSION AGREEMENT.PDF

3.IV. 100-24

Documents:

100-24 RESOLUTION TO AWARD DELTA FIRE SAFETY HGAC 2024.PDF
100-24 EXHIBIT A-DELTA FIRE SAFETY HGAC.PDF

3.V. 101-24

Documents:

101-24 RESOLUTION AUTHORIZING A WINDOW CONTRACT PROPERTY-EVIDENCE AUDIT.PDF
101-24 ATTACHMENT.PDF
101-24 ESTIMATE.PDF

3.VI. 102-24

Documents:

102-24 EXECUTIVE SESSION 3.26.24.PDF

3.VII. 103-24

Documents:

103-24 RESOLUTION AUTHORIZING SERVICE AGREEMENT FOR GOOSE CONTROL TECHNOLOGY - 2024.PDF
103-24 EXHIBIT A - GTECH 2024.PDF

3.VIII. 104-24

Documents:

104-24 RESOLUTION AUTHORIZING AWARD OF THE CONTRACT FOR ECONOMIC DEVELOPMENT COUNSULTANT - 2024.PDF
104-24 AGREEMENT 3.15.24.PDF
104-24 EXHIBITS-ECONOMIC DEVELOPMENT COUNSULTANT - 2024.PDF
104-24 EVALUATION REPORT - ECONOMIC DEVELOPMENT CONSULTANT - 2024.PDF

3.IX. 105-24

Documents:

105-24 RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION - SCHEDULE D.PDF

3.X. 106-24

Documents:

106-24 RESOLUTION AUTHORIZING ACCEPTANCE OF GIFT.PDF

3.XI. 107-24

Documents:

107-24 RESOLUTION SETTING FORTH FEES FOR DOG PARK PASS.PDF

3.XII. 108-24

Documents:

108-24 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH ANTONELLI KANTOR AS LABOR COUNSEL - 2024 4889-5931-5353 V.1.PDF
108-24 AGREEMENT-ANTONELLI KANTOR-LABOR.PDF

3.XIII. 109-24

Documents:

109-24 AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH FERNANDO MARLIN ESQ. AS PUBLIC DEFENDER - 2024.PDF
109-24 EXHIBIT A - PROFESSIONAL SERVICES CONTRACT TO F. MARIN ESQ.-PUBLIC DEFENDER.PDF

3.XIV. 110-24

Documents:

110-24 2024 DUPLICATE Q1 TAX PAYMENT (3).PDF

3.XV. 111-24

Documents:

111-24 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR NATIONWIDE CLEANING RESTORATION - 2024.PDF
111-24 EXHIBIT A.PDF

3.XVI. 112-24

Documents:

112-24 RESOLUTION DIRECTING TERMINATION OF PENDING LITIGATION_FINAL (REV).PDF

3.XVII. 113-24

Documents:

113-24 AUTHORIZING CURRENT FUND APPROPRIATIONS AND APPROPRIATION RESERVE TRANSFERS.PDF

3.XVIII. 114-24

Documents:

114-24 AUTHORIZING APPROPRIATION CANCELLATION.PDF

3.XIX. 115-24

Documents:

115-24 AUTHORIZING TEMPORARY BUDGET - 2ND QTR..PDF

3.XX. 116-24

Documents:

116-24 RESOLUTION TO AWARD FIRE AND SAFETY THROUGH H-GAC 2024.PDF
116-24 EXHIBIT A.PDF

4. Ordinance(S) On Second And Final Reading

4.I. 2844-24

Documents:

2844-24 NO LEFT TURN ORDINANCE PVW TO GREENWOOD 22824.PDF

5. Ordinance(S) On First Reading

5.I. 2845-24

Documents:

2845-24 ORDINANCE NO PARKING 15 HIGH ST RESTRICTED PARKING 14 WASHINGTON 16 LLEWELLYN 77 KIRK 031224.PDF

5.II. 2846-24

Documents:

2838-24 AMENDED TREE REMOVAL ORDINANCE_WITH COMMENTS.PDF

5.III. 2847-24

Documents:

2847-24 ORDINANCE RE LEAD BASED PAINT.PDF

REVISED

Township of West Orange

CONFERENCE MEETING AGENDA

Council Chambers – 66 Main Street
Tuesday, March 26, 2024
Meeting No. 6

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

Roll Call – Councilwoman Casalino, Councilwoman Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

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6:30 P.M.

- **Swearing In - New Police Officers - W.O. Police Department**
  - **Daniel Castiglia**
  - **Melanie Turano**

- **Nikhil Badlani Foundation's Youth Advisory Board – Bill S2789/A3793**
  - Requires certain permit holders to complete practice driving hours to obtain probationary driver's license.

- **Nishuane Group-Economic, Community Development & Land Use**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

REVISED

PUBLIC MEETING AGENDA
Township of West Orange
66 Main Street – 7:00 p.m.
March 26, 2024-Meeting No. 6

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 21, 2023, and published in the West Orange Chronicle on November 30, 2023.

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 Ghebremicael, Councilwoman Scarpa, Councilwoman Williams, Council President Rutherford, Mayor McCartney

1. **Public Comment (Agenda Items Only)**

2. ***Consent Agenda**

3. ***Approval of Minutes of Previous Meeting –** Public Meeting March 12, 2024

4. ***Report of Township Officers - None**

5. ***Reading of Petitions and Communications and Bids**

a. Correspondence from Mayor McCartney regarding the reappointment of the Honorable Dennis Dowd as Chief Municipal Judge for the Township of West Orange, for a three-year term effective January 1, 2024 through December 31, 2026.

6. ***Bills-None**

7. ***Resolutions**

a. **96-24** Resolution Authorizing Accepting the Public Improvements, Including the Rights of Way at Colonial Woods North and Extension of Nance Road and Public Easements Shown on the Filed Map Entitled "Final Plat-Block 173, Lot 2 and Block 172.29, Lot 40.02, Colonial Woods North, Township of West Orange, Essex County, New Jersey" (Legal-Trenk) **This resolution was previously tabled on 3.12.24**

b. **98-24** Resolution Authorizing a Contract for Operation of the West Orange Recycling Center to Nature's Choice, 1106 Millstone River Road, Hillsborough, NJ, 08044, formerly operating as Reliable Wood Products, LLC. (Legal-Moon) **previously tabled on 3.12.24**

c. **99-24** Resolution Authorizing a Temporary Extension of the Management, Operation and Maintenance Service Agreement for the West Orange recycling Center and Composting Facility to Nature's Choice, 1106 Millstone River Road, Hillsborough, New Jersey, 08844, formerly operating as Reliable Wood Products, LLC. (Legal-Trenk)

d. **100-24** Resolution Awarding a Contract to Delta Fire & Safety Through Use of the H-GAC National Cooperative Pursuant To N.J.S.A. 52:34-6.2 (P. Reynolds)

e. **101-24** Resolution Authorizing a Window Contract for a Property/Evidence Audit (P. Reynolds)

f. **102-24** Executive Session for the Purpose of Discussing Litigation Specifically Police/Fire Litigation Involving Covid (Legal-Trenk)

g. **103-24** Resolution Authorizing Service Agreement for Goose Control Technology – 2024 (Legal-Moon)

h. **104-24** Resolution Authorizing an Agreement with Nishuane Group, LLC, 105 Grove Street, Suite 4, Montclair, NJ 07042 for an Economic Development Consultant for the Provision of Consulting and Support Services to the Township (P. Reynolds)

i. **105-24** A Resolution Accepting a Grant from the Hazardous Discharge Site Remediation Fund Public Entity Program through the New Jersey Economic Development Authority and the New Jersey Department Of Environmental Protection (Carballo)

j. **106-24** Resolution Authorizing the Acceptance of a Gift per NJSA 40A:12-5 and NJSA 40A:5-29 Authorizing the Acceptance of Bequests, Legacies and Gifts (Legal-Trenk)

k. **107-24** Resolution Setting Forth Fees for Dog Park Passes in the Township of West Orange (Legal-Trenk)

l. **108-24** Resolution Authorizing Execution of Professional Services Agreement with Antonelli Kantor as Labor Counsel – 2024 (Legal-Trenk)

m. **109-24** Resolution Authorizing Execution of Professional Services Agreement with Fernando Marlin Esq. as Public Defender – 2024 (Legal-Trenk)

n. **110-24** Resolution Authorizing The Collector Of Taxes To Refund Payment To The Listed Taxpayer Due To An Overpayment Of Taxes Due To A Duplicate Payment (K. Longo)

o. **111-24** Resolution Authorizing Award of Contract for Nationwide Cleaning Restoration – 2024 (Legal-Trenk)

p. **112-24** Resolution Directing the Termination of Pending Litigation (Legal-Trenk)

q. **113-24** Resolution Authorizing Current Fund Appropriations and Appropriation Reserve Transfers Pursuant to N.J.S.A 40A:4-58 (Gross)

r. **114-24** Resolution Authorizing Appropriation Cancellation Pursuant to N.J.S.A 40A:4-60 (Gross)

s. **115-24** Resolution Authorizing a Temporary Budget Appropriation for 2nd Quarter Pursuant to N.J.S.A 40A:4-19 (Gross)

t. **116-24** Resolution Awarding A Contract To Fire & Safety, Inc. Through Use Of The H-Gac National Cooperative Pursuant To N.J.S.A. 52:34-6.2 (Saber Pumper) (P. Reynolds)

8. Ordinances on Second and Final Reading

a. **2844-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-23.1, Turn Prohibitions of the Revised General Ordinances of the Township of West Orange – Pleasant Valley Way & Greenwood Ave. (Carballo)

9. Ordinances on First Reading

a. **2845-24** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-13 Parking Prohibited at all Times on Certain Streets and Subsection 7-32.2, Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange-(15 High St., 14 Washington St., 16 Llewellyn Ave., 77 Kirk St.) (Carballo)

b. **2846-24** An Ordinance Repealing and Replacing Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and Establishing Chapter ___ for Environmental Protection (Tree Protection, Removal And Replacement) (Legal-Trenk)

c. **2847-24** An Ordinance Supplementing Chapter 14 and Establishing a Section for Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings to the Revised General Ordinances of the Township of West Orange (Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings) (Legal-Trenk)

10. Public Comment (Non-Agenda Items)

11. Pending Matters/New Matters/Council Discussion

12. ABC Hearing-None

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)

Please click the link below to join the webinar:

https://us06web.zoom.us/j/83635373356?pwd=_O6nUJPEohW4G9-_X8lofuO-mib3Cg.4-WfbiamLjW8Jg3R

Webinar ID: 836 3537 3356

Passcode: 815625

Public Comment – In Person Only

Next Meeting Date(s): April 9, 2024

Agenda is subject to change.

96-24
March 24, 2024

RESOLUTION

ACCEPTING THE PUBLIC IMPROVEMENTS, INCLUDING THE RIGHTS OF WAY AT COLONIAL WOODS NORTH AND EXTENSION OF NANCE ROAD AND PUBLIC EASEMENTS SHOWN ON THE FILED MAP ENTITLED "FINAL PLAT-BLOCK 173, LOT 2AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY"

WHEREAS, RNC Developers, Inc., ("Developer") entered into a Developer's Agreement with the Township of West Orange ("Township") by Resolution No. 18-09 dated January 20, 2009; and

WHEREAS, cash bonds in the amount of $178,620.00 were submitted to the Township by the Developer to guarantee completion of site improvements to be performed in accordance with the preliminary and final major subdivision approval from the Planning Board of the Township and said approval was memorialized by resolution adopted by the Board on August 7, 2003; and

WHEREAS, the Township Engineer has determined that the public improvements associated with this project have been completed and found to be satisfactory; and

WHEREAS, the Township Engineer, per correspondence dated December 6, 2023, has recommended a Maintenance Bond in the amount of $117,964.44, and for the time period of two (2) years from the date of approval of the improvements by the Township; and

WHEREAS, the Township Engineer, per correspondence dated December 6, 2023, has recommended, and RNC has agreed to make a payment to the Township in the amount of $23,275.00 to be used for the sole purpose of planting trees; and

WHEREAS, RNC asserts that the Township is currently holding Inspection Escrows established by RNC for the now completed improvements, Township Escrow Account 12-6720-00-7070 with a remaining balance of Three Thousand Five Hundred Ninety-Nine Dollars and Twenty Cents ($3,599.20) and Township Escrow Account 12-6720-00-7180 with a remaining balance of Four Thousand One

RESOLUTION

Hundred Dollars ($4,100.00) which the Township does not agree with and has requested back up for which is pending[1],

NOW THEREFORE BE IT **RESOLVED** by the Township Council of the Township of West Orange, in the County of Essex and State of New Jersey, as follows:

1. All the public improvements within the rights of way of Colonial Woods North and extension of Nance Road and public easements shown on the filed map entitled **"FINAL PLAT-BLOCK 173, LOT 2 AND BLOCK 172.29, LOT 40.02, COLONIAL WOODS NORTH, TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY"** and filed in the office of the Clerk of Essex County on July 30, 2007 as Filed Map No. 4518 are hereby accepted by the Township of West Orange.
2. The Maintenance Bond in the amount of $117,964.44 shall continue to be held as the cash Maintenance Bond for the two year period commencing on December 6, 2023 and ending as of December 5, 2025. This Resolution and return of funds is specifically contingent upon a review of the Developer's Agreement and related plans.
3. The amount of $23,275.00 shall be deducted from the cash bond currently held by the Township and shall be used for the sole purpose of planting trees. RNC shall no longer have any rights or claims as to these funds.
4. The remaining balance of $37,380.56 shall be released to RNC Developers, Inc. within ten (10) days. Within three (3) business days after RNC's receipt of the $37,380.56, RNC's attorneys, The Turteltaub Law Firm LLC shall file a Stipulation of Dismissal with Prejudice and without costs concerning the pending action Docket No. ESX-L-

[1] The Township records reflect inspection escrow remaining in the amount of $3,725.

RESOLUTION

001577-24 and RNC covenants and agrees that it shall not commence any further action related to the performance guarantee.

5. Any and all remaining balances of the Inspection Escrows posted by RNC shall be refunded to RNC within ten (10) days. If requested by RNC in writing, the Township shall provide RNC with an accounting of same. To the extent there is any disagreement, the parties hereby reserve all rights and remedies with respect to same.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to transmit certified copies of this resolution to the following individuals and entities RNC Developers, Inc., Township Engineer, Chief Financial Officer, and Township Attorney.

Karen J. Carnevale, Municipal Clerk **Bill Rutherford, Council President**

Adopted: March 26, 2024

I **hereby certify funds are available from Account No. _____**
$37,380.56

John Gross, Chief Financial Officer

98-24
March 26, 2024

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 of West Orange Recycling Center (the "Recycling Center") is located and operates on the Property; and

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

WHEREAS, the operations conducted at the Recycling Center 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 April 10, 2007, the Township Council adopted Resolution #84-07 authorizing the use of competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.3 for the procurement of the Contract for Operation of the West Orange Recycling Center; and

WHEREAS, on December 21, 2023, the Township issued a Request for Proposal for the services entitled "Request for Proposal for Operation of the Township of West Orange Recycling Center;" and

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

WHEREAS, on January 19, 2024, the Township issued a revised Request for Proposal (the "RFP") with proposals due no later than February 7, 2024; and

WHEREAS, on February 7, 2024, the Township received four (4) proposals including, proposals from: (i) The Firewood Farm; (ii) Yanuzzi Group; (iii) Natures Choice NJ, LLC the incumbent operator of the West Orange Recycling Center; and (iv) Mazza Mulch; and

WHEREAS, pursuant to the Local Public Contracts Law and the New Jersey

Administrative Code, the Township created an Evaluation Committee (the "Committee") to establish weighted criteria for the evaluation of proposals and evaluate and score the proposals submitted in response to the RFP; and

WHEREAS, the Committee prepared an evaluation report (the "Evaluation Report") regarding its evaluation and scoring of the proposals submitted in response to the RFP, annexed hereto as Exhibit **"A;"** and

WHEREAS, the Committee recommends the award of a Management, Operation and Maintenance Service Agreement for the West Orange Recycling Center, annexed hereto as Exhibit **"B"** (the "Agreement"), to Natures Choice NJ, LLC, with offices at 1106 Millstone River Road, Hillsborough, New Jersey 08844.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to award the Agreement, annexed hereto as Exhibit **"B,"** consistent with the terms set forth therein to Natures Choice NJ, LLC; and be it further

RESOLVED that the Mayor shall be authorized to execute the Agreement, annexed hereto as Exhibit **"B,"** on behalf of the Township; and be it further.

RESOLVED that notice of this contract award shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.	**Bill Rutherford**
Municipal Clerk	**Council President**

Adopted: March 26, 2024

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

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

WITNESSETH

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

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

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

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

WHEREAS, the Township prepared a Request for Proposal for the services entitled "Request for Proposal for Operation of the Township of West Orange Recycling Center" dated December 21, 2023; and

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: TOWNSHIP OF WEST ORANGE

_____ By:_____

Karen Carnevale, Municipal Clerk Susan McCartney, Mayor

WITNESS:

Matthew Vastano

MATTHEW VASTANO

NATURES CHOICE NJ, LLC

By: X Steven R Carn

(printed name) Steven R Carn

Title: President CEO

Performance and Payment Bond

Bond No: 873626

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

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

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

1. This bond is for the term beginning July 31, 2023 and ending September 30, 2024.

2. If there is no breach or default on the part of the Obligee, then the Surety's performance and payment obligation under the bond shall arise after:
   a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any subsequently to declare a Principal default;
   b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
   d. Notwithstanding the foregoing, Surety shall have the option to complete the Contract in accordance with its terms.

3. The Obligee shall notify the Surety immediately of any change orders approved by the Obligee, any changes to the scope of work or to the duration of the Contract, or any increases to the Contract price.

4. The Obligee shall immediately notify the Surety of any liens, levies, attested accounts, or other claims against the Principal of which the Obligee has actual or constructive notice, and no sums paid by the Obligee on account of such liens, levies attested accounts, or other claims without consent of Surety shall reduce the balance of the Contract price.

5. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.

6. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.

7. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

8. In no event shall the liability of the Surety, whether for payment or performance, hereunder exceed the penal sum hereof.

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

Reliable Wood Products, LLC
Principal

By: _____
Steven R. Carn President

Witness: _____
Matthew VASTANO

Evergreen National Indemnity Company
Surety

By: _____
Julie K Bowers, Attorney-In-Fact

Witness: _____
Denise M Borowy

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. **873626**

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

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

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

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

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

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

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

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

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

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

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

State of Ohio) SS:

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

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

_____
Wan C. Collier, Secretary

State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **12750**

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

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

MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

Evergreen National Indemnity Company

Certificate

2022

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

Statement of Income

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

Balance Sheet

Assets	
Invested Assets	60,331,980
Uncollected premium and agents' balances	1,322,166
Reinsurance Recoverable	227,141
Other Assets	280,277
Total Assets	**62,161,564**
Liabilities & Surplus	
Unearned Premium Reserve	7,469,996
Loss & LAE Reserves	6,623,014
Ceded Reinsurance Payable	2,738,823
Amounts retained for others	1,607,393
Other Liabilities	2,731,838
Total Liabilities	**21,171,064**
Surplus	**40,990,500**
Total Liabilities & Surplus	**62,161,564**

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

David A. Canzone, Treasurer

DocuSign Envelope ID: BCEB35BA-C87B-4AA5-9D74-55C62ADE376A

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Nature's Choice NJ LLC

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

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

See addendum for further detail

Part IV Certification

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

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

DocuSign Envelope ID: BCEB35BA-C878-4AA5-9D74-55C62ADE376A

Addendum to Statement of Ownership Disclosure

Part III

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Nature's Choice NJ. LLC		
Address:	900 Holmdel Road Bldg 2 Suite 201		
City:	Holmdel	State: NJ	Zip: 07733

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

Steven R Carn

Signature | Printed Name | Title President/Ceo

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
	none		

Exhibit "A"

Request for Proposal

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

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

Due Date
February 7, 2024 at 3:30pm

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

Section 1.0- General Description

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

Section 2.0- Technical Information

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

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

Section 3.0- Required Proposal Documents

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

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

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

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT
January 19, 2024

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

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

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

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

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

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

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

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

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

1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

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

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

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

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

- Detailed Facility Site Plan Improvements and Layout (See Appendix "B") (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.

1.03 ***Authorization to do Business in New Jersey***

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 ***Qualifications and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.

1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;

- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, laws and regulations during the operation of the facility.

1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.

1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.

1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

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

1.07 ***Cause of Rejection***

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

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

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

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

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

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

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

Cost Criteria

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

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.
(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.
   (1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?
   (2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.
3) Qualifications of staff to be assigned the work
   (1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?
   (2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.
4) Violations, Fines, Notices of Violations history from any governmental agency
   (1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?
   (2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work
   (1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?
6) Detailed site improvement plan
   (1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

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

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

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

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

1.09 ***Insurance***

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

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

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

1.10 ***Proposal Security***

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

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

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

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

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

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

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

1.12 ***Contract Documents***

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

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

1.13 ***Operations and Marketing***

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

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

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

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

1.14 ***Proposal Form***

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

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

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

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

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

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

1.16 ***Disputes Under the Contract***

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

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

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

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

1.18 ***Historical Recycling Quantities***

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

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

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

1.19 ***Site Improvement Plan***

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

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

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

1.20 ***Timeline of Important Dates***

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

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

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

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

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

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

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

2.2 SITE CONDITIONS

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

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

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

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

2.3 ADMINISTRATION OF CONTRACT

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

2.4 HOURS OF OPERATION

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

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

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

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

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

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

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

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

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

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

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

2.6.2 The Recycling Convenience Center shall only accept:

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

2.7 PROHIBITED MATERIALS

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

2.7.1(a) Hazardous materials

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

2.8 SOURCES OF MATERIALS

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

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

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

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

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

2.9 FEES CHARGED TO USERS

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

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

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

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

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

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

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

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

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

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

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

2.10 MARKETING OF RECYCLABLE MATERIALS

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

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

2.11 PERMITS

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

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

2.12 MATERIALS TO TOWNSHIP

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

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

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

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

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

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

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

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

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

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

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

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

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

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

2.14 WORK TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

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

2.15 UTILITIES

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

2.16 ACCIDENT REPORTING

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

2.17 RECORD KEEPING

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

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

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

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

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

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

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

2.18.1(a)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 $800.00 per inspection for the Class B and Class C facilities combined.

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

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

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

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

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

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

2.19 LIQUIDATED DAMAGES AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

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

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

2.20.1(a)1 The marketing date
2.20.1(b)2 The weight receipt number
2.20.1(c)3 The market's name
2.20.1(d)4 The market's address
2.20.1(e)5 The weight of the material sold
2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.
2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.
2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

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

2.20.3(a) Total cubic yards of Class B material received during the calendar year.
2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
2.20.3(c) Total cubic yards of Class B material that has been processed as either:
- First grind
- Second grind
- Dyed or finished mulch

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

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

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

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

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

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

2.21 CHANGES TO OPERATING PROCEDURES

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

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

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

2.22 TERMINATION

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

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

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

2.23 OPERATOR NON-PERFORMANCE

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

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

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

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

a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, 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 Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

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

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

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

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

c. Worker's Compensation Insurance per state requirements.

d. A comprehensive General Liability Policy with a combined single limit of $2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.

e. An Automobile Public Liability and Property Damage Policy with a combined single limit of $2,000,000 for bodily injury and property damage.

f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

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

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

Section	*Description*	*Initial*	*When due*
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non- Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3 .15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

Article 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

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

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

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

_____
(Type and print name of affiant under signature

Subscribed and sworn to before me this _____ day of _____2024.

_____
(Notary Public)

My commission expires _____

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

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

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

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

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

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

_____
Name of Firm or Individual Title

_____
Signature Date

Subscribed and sworn to before me

this _____ day of _____ 2024

_____

Notary Public of
My Commission expires _____, 2024

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of _____

SS.

County of _____

I, _____, the _____ of

_____ hereinafter called the Respondent, being duly sworn,

deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.

2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.

3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

   _____

   _____

   _____

4. That neither the Respondent not 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).

   _____

   _____

   _____

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.

6. That the State in which the Respondent is incorporated is: _____

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

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

_____

_____

_____

(Use additional sheets if required)

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

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

_____

(Respondent)

_____

(Type or print name of affiant under signature)

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

_____

(*Notary Public*)

My commission expires _____.

Article 3.05
Non-Collusion Affidavit

State of_____

SS.

County of_____

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

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

Name of Contractor _____

_____
(*Sign Name Here*)

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

_____
(*Notary Public*)

My commission expires: _____

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

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

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

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

_____

_____

_____

_____

_____

_____

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

Witness:

_____
(*Name of Company*)

_____
(*Address*)

_____
(*Date*)

BY: _____
(*Sign Name* (*Original Signature Only*)

_____
(*Print Name & Title*)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

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

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

_____
(Witness)

_____
(Name of Company)

_____
(Address)

_____
(Date)

BY: _____
Sign Name (Original Signature Only)

_____
(Print Name and Title)

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

Article 3.08

Qualifications of Personnel

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

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

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

_____ _____

(*Witness*) (*Name of Company*)

_____

(*Address*)

_____ **BY**: _____

(*Date*) *Sign Name* (*Original Signature Only*)

_____

(*Print Name and Title*)

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

Article 3.09
Equipment List

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

Article 3.10

Consent of Surety
To Accompany Proposal

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

_____
(*Name of Insurance Company*)

_____
(*Address*)

_____

_____
(*Signature Attorney-In-Fact for Insurance Company*)

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

Article 3.11
Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

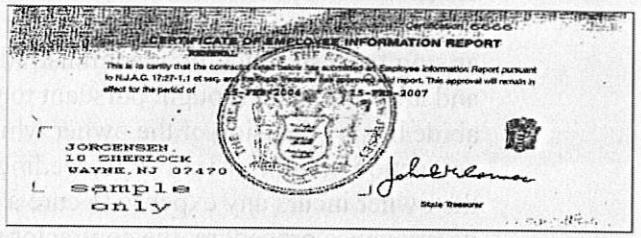
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

JORGENSEN
10 SHERLOCK
WAYNE, NJ 07470
sample
only

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

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

Signature **Title**

Print Name

Article 3.12

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

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

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

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

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

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }
}
COUNTY OF } SS: Collection of Solid Waste & Recycling Bid

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

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

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

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

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.) and agrees to furnish the of evidence of such compliance upon request.

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

_____
Name of Firm or Individual Title

_____
Signature Date

Subscribed and sworn to before me

this ____ day of _____ 20___

Notary Public of
My Commission expires _____ 20 ___

Article 3.14

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

PROPOSAL FORM

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

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

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

$_____

In Numerals

_____

In Words

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

$_____

In Numerals

_____

In Words

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

$_____

In Numerals

_____

In Words

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

$_____

In Numerals

_____

In Words

Article 3.15

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

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

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

%_____
In Numerals

_____
In Words

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

%_____
In Numerals

_____
In Words

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

%_____

In Numerals

_____

In Words

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

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

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

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

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

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

You cannot witness your own signature.

_____
NAME OF THE RESPONDENT

_____
SIGNATURE OF CORPORATE SECRETARY

_____
ADDRESS OF RESPONDENT

_____
PRINT NAME & TITLE
CORPORATE SECRETARY

_____
TELEPHONE NUMBER

By:

_____
SIGNATURE

_____
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____
(Type or print name of affiant under signature)

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

_____
(Notary Public)

My commission expires _____.

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

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

PROPOSALDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

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

_____
(Notary Public)

My commission expires on _____.

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION
BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder Contact Name _____ Contact Phone Number _____

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

Full Name (Print) _____

Signature: _____

Title _____ Date: _____

Date: _____

Article 3.20

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

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

of the _____ and being duly
(Name of Proposer)

sworn, I depose and say:

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

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

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

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

_____ _____
Name of Firm or Individual **Title**

_____ _____
Signature **Date**

Subscribed and sworn to before me

this _____ day of _____ 20___

Notary Public of _____

My Commission expires _____20___

Article 3.21

Proposal Bond Form

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Article 3.23

Business Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

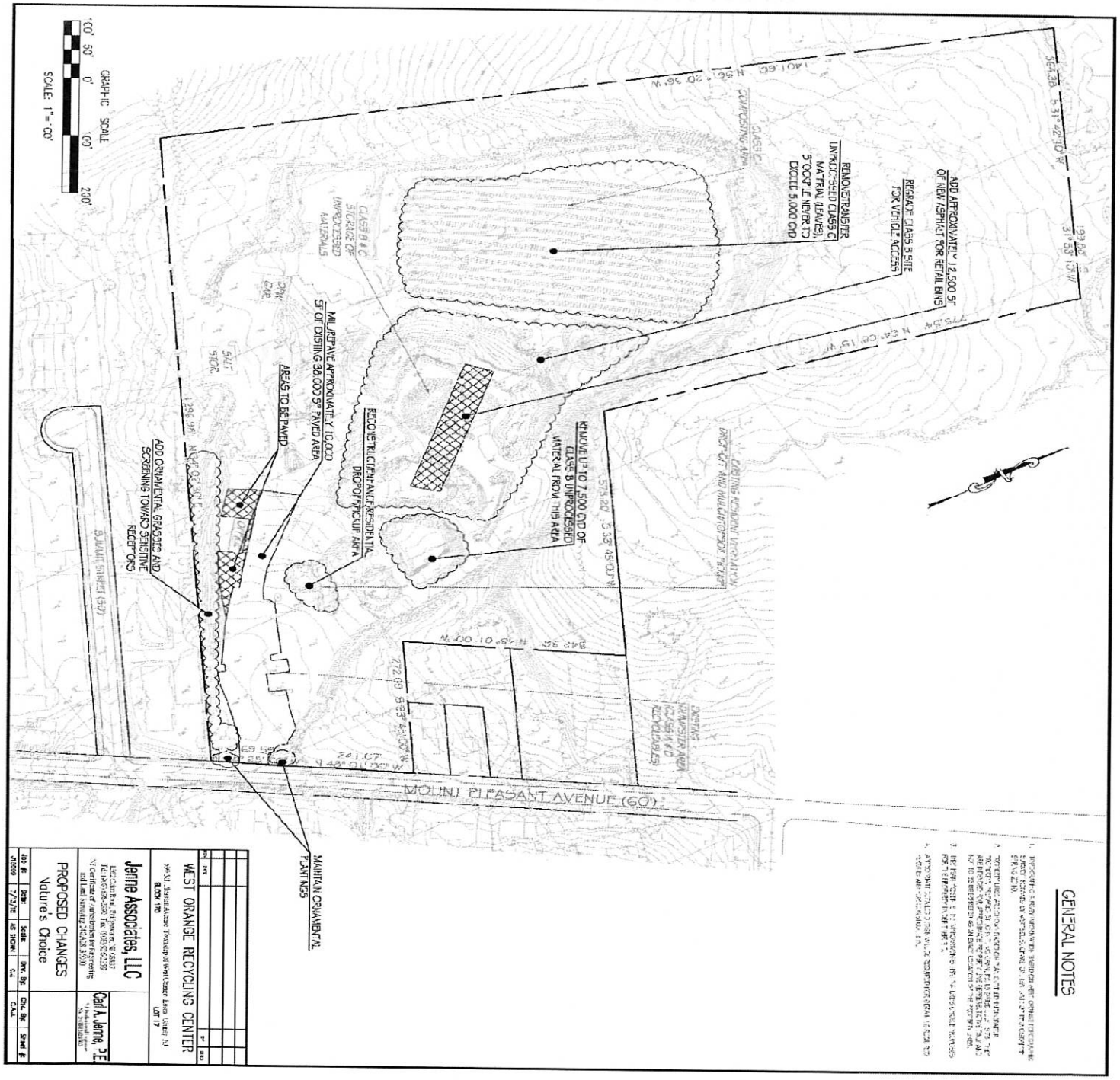
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APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

Appendix "A"


GENERAL NOTES
MOUNT PLEASANT AVENUE (CO)
SUMMIT STREET (50')
ADD APPROXIMATELY 12,500 SF OF NEW ASPHALT FOR RETAIL BINS
REGRADE CLASS B SITE FOR VEHICLE ACCESS
REMOVE/TRANSFER UNPROCESSED CLASS C MATERIAL (LEAVES) 5' OCCUPIABLE NEVER TO EXCEED 5,000 CYD
REMOVE UP TO 7,500 CYD OF CLASS B UNPROCESSED MATERIAL FROM THIS AREA
RECOVER/RECLAIM PAVEMENT FOR RESIDENTIAL DRIVEWAY APRON
MILL/REPAVE APPROXIMATELY 10,000 SF OF EXISTING 36,000 SF PAVED AREA
AREAS TO BE PAVED
ADD ORNAMENTAL GRASSES AND SCREENING TOWARD SENSITIVE RECEPTORS
MAINTAIN ORNAMENTAL PLANTINGS
GRAPHIC SCALE
SCALE: 1" = 100'
Jamie Associates, LLC
WEST ORANGE RECYCLING CENTER
PROPOSED CHANGES
Nature's Choice
Carl A. Jamie, P.E.

Appendix "B"

SITE IMPROVEMENT PLAN

TO BE SUPPLIED BY THE VENDOR

Exhibit "B"

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

February 7, 2024

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

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

Dear Ms. Reynolds:

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

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

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

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

Annual Payment

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

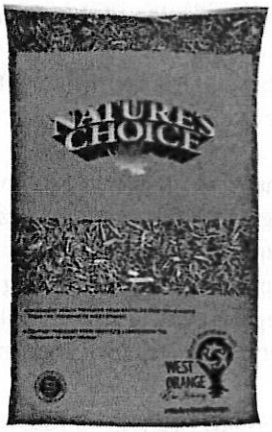
period commencing May 1, 2027, and then to $142,642.00 for the additional one-year period commencing May 1, 2028.

Revenue Share – Bulk In-Bound and Out-Bound

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

Free Mulch Bags

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



Site Improvements

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

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

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

- Replacement of existing fire hydrant

NJPDES Permitting Cost Sharing

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

Safety, Environmental Compliance, Equipment, and Personnel

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

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

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

Conclusion

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

Sincerely,

Matt Vastano
Municipal Marketing & Technical Soil Sales

PLEASE SEE COVER LETTER for Detailed Description of Compensation.

Article 3.14

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

PROPOSAL FORM

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

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

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

$ 120,000.00
In Numerals

one hundred Twenty Thousand DOLLARS
In Words

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

$ 10,000.00
In Numerals

Ten THOUSAND DOLLARS
In Words

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

$ 129,227.00
In Numerals

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

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

$ 142,642.00
In Numerals

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

PLEASE READ Cover Letter for Detailed Description of Compensation

PLEASE READ Cover Letter For Detailed Description of Compensation

Article 3.15

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

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

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

% $75,000.00 Annual Payment guarenteed. Paid in Four Quarterly Payments of $18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guarenteed. Paid in Four Quarterly Payments of Eighteen Thousand seven hundred Fifty Dollars
In Words

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

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

% $75,000 Annual Payment guarenteed. Paid in Four Quarterly Payments of $18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guarenteed. Paid in Four Quarterly Payments of eighteen Thousand Seven Hundred Fifty dollars
In Words

- PLUS 10,000 mulch Bags as Described in the Proposal with a retail Value of $30,000.00 Annually

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

% $75,000.00 guarantee Paid Annually 4 Quarterly payments of
In Numerals $18,750

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

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

PLEASE READ Cover Letter for Detailed Description. of Compensation

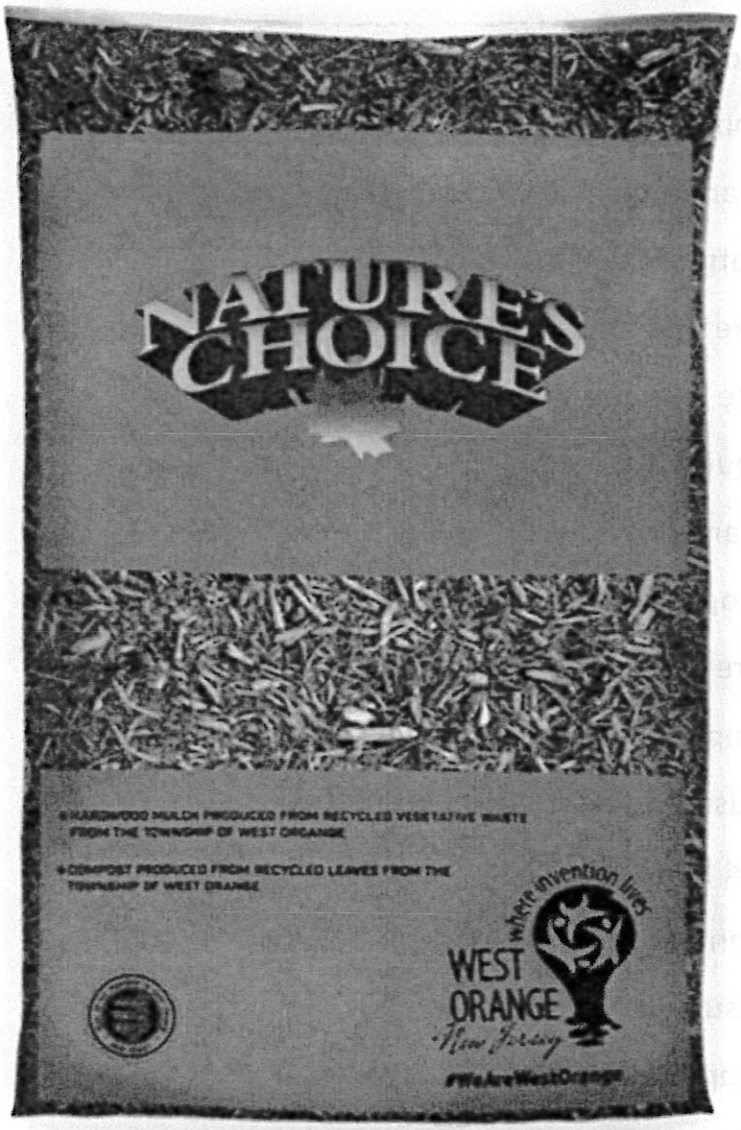

NATURE'S CHOICE
HARDWOOD MULCH PRODUCED FROM RECYCLED VEGETATIVE WASTE FROM THE TOWNSHIP OF WEST ORANGE
COMPOST PRODUCED FROM RECYCLED LEAVES FROM THE TOWNSHIP OF WEST ORANGE
where invention lives
WEST ORANGE
New Jersey
#WeAreWestOrange

Table of Contents

Section 1: Bid Documents

Section 2: Proposal Documents

Section 3: Company Organizational Chart

Management and Personnel Resumes and Bios

Rutgers Compost Certifications

Section 4: Site Operation Experience

Site Permits for Overflow

Equipment List

Marketing Service Plan

Scope of Work

Fire Control Plan

Section 5: Employee Information Report

Business Registration Certificate

Section 6: Bid Bond

Consent of Surety

Insurance Certificate

Section 7: Proposed site Plan and Layout

Current Odor Control System

Odor Control Neutralizing Agent

Section 1: Bid Documents

Request for Proposal

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

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

Due Date
February 7, 2024 at 3:30pm

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

Section 1.0- General Description

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

Section 2.0- Technical Information

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

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

Section 3.0- Required Proposal Documents

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

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

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

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT
January 19, 2024

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

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

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

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

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

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

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

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

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

1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

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

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

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

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

- Detailed Facility Site Plan Improvements and Layout (See Appendix "B") (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.

1.03 ***Authorization to do Business in New Jersey***

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 ***Qualifications and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.

1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;

- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, laws and regulations during the operation of the facility.

1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.

1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.

1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

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

1.07 ***Cause of Rejection***

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

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

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

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

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

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

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

Cost Criteria

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

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.
(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.
   (1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?
   (2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.
3) Qualifications of staff to be assigned the work
   (1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?
   (2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.
4) Violations, Fines, Notices of Violations history from any governmental agency
   (1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?
   (2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work
   (1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?
6) Detailed site improvement plan
   (1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

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

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

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

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

1.09 ***Insurance***

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

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

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

1.10 ***Proposal Security***

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

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

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

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

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

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

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

1.12 ***Contract Documents***

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

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

1.13 ***Operations and Marketing***

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

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

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

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

1.14 ***Proposal Form***

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

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

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

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

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

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

1.16 ***Disputes Under the Contract***

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

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

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

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

1.18 ***Historical Recycling Quantities***

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

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

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

1.19 ***Site Improvement Plan***

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

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

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

1.20 ***Timeline of Important Dates***

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

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

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

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

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

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

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

2.2 SITE CONDITIONS

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

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

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

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

2.3 ADMINISTRATION OF CONTRACT

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

2.4 HOURS OF OPERATION

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

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

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

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

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

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

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

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

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

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

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

2.6.2 The Recycling Convenience Center shall only accept:

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

2.7 PROHIBITED MATERIALS

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

2.7.1(a) Hazardous materials

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

2.8 SOURCES OF MATERIALS

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

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

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

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

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

2.9 FEES CHARGED TO USERS

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

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

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

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

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

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

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

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

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

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

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

2.10 MARKETING OF RECYCLABLE MATERIALS

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

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

2.11 PERMITS

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

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

2.12 MATERIALS TO TOWNSHIP

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

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

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

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

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

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

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

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

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

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

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

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

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

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

2.14 WORK TO BE PERFORMED

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

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

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

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

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

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

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

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

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

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

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

2.15 UTILITIES

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

2.16 ACCIDENT REPORTING

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

2.17 RECORD KEEPING

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

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

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

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

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

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

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

2.18.1(a)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 $800.00 per inspection for the Class B and Class C facilities combined.

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

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

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

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

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

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

2.19 LIQUIDATED DAMAGES AND PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

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

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

2.20.1(a)1 The marketing date
2.20.1(b)2 The weight receipt number
2.20.1(c)3 The market's name
2.20.1(d)4 The market's address
2.20.1(e)5 The weight of the material sold
2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.
2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.
2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

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

2.20.3(a) Total cubic yards of Class B material received during the calendar year.
2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
2.20.3(c) Total cubic yards of Class B material that has been processed as either:
- First grind
- Second grind
- Dyed or finished mulch

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

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

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

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

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

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

2.21 CHANGES TO OPERATING PROCEDURES

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

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

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

2.22 TERMINATION

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

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

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

2.23 OPERATOR NON-PERFORMANCE

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

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

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

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

a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, 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 Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

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

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

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

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

c. Worker's Compensation Insurance per state requirements.

d. A comprehensive General Liability Policy with a combined single limit of $2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.

e. An Automobile Public Liability and Property Damage Policy with a combined single limit of $2,000,000 for bodily injury and property damage.

f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

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

Section 2: Proposal Documents

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

Section	*Description*	*Initial*	*When due*
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non- Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3 .15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Nature's Choice NJ LLC

Organization Address: 1106 Millstone River Road, Hillsborough, NJ. 08844

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Address
SEE ATTACHED	

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
See ATTACHED	

Part IV Certification

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

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

See ATTACHED

DocuSign Envelope ID: BCEB35BA-C878-4AA5-9D74-55C62ADE376A

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Nature's Choice NJ LLC

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

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

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

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

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

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

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

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

See addendum for further detail

Part IV Certification

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

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

DocuSign Envelope ID: BCEB35BA-C87B-4AA5-9D74-55C62ADE376A

Addendum to Statement of Ownership Disclosure

Part III

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

Article 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Somerset

Steven R. Carn being duly sworn,

deposes and says that he resides at 1106 Millstone River Road Hillsborough NJ. 08844

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

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

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

X Steven R Carn
(Type and print name of affiant under signature
Steven R Carn

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

(Notary Public)

My commission expires September 15, 2027

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

I, Steven R Carn, am the President
(Name of Affiant) (Identify Relationship to Proposer)

of the Nature's Choice NJ. LLC and being duly
(Name of Proposer)
sworn, I depose and say:

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

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

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

X Nature's Choice NJ. LLC, President
Name of Firm or Individual Title

X Steven
Signature

2/6/2024
Date

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

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

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of New Jersey

SS.

County of Somerset

I, Steven R Carn, the President of Nature's Choice NJ. LLC hereinafter called the Respondent, being duly sworn, deposes and says:

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

   none
4. That neither the Respondent not any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, no state).

   none

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

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

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

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

Steven R Carn, President + CEO

Randall Arnold, Secretary + COO

(Use additional sheets if required)

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

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

Nature's Choice NJ LLC

X Steven

(Respondent)

Steven R Carn, President

(Type or print name of affiant under signature)

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

Jane Lore

(Notary Public)

My commission expires September 15, 2027

Article 3.05
Non-Collusion Affidavit

State of New Jersey

County of Somerset SS.

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

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

Name of Contractor Nature's Choice NJ. LLC

X Steven R Carn

(*Sign Name Here*) Steven R Carn President

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

(*Notary Public*) N.J.

My commission expires: September 15, 2027

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

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

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

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

NONE

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

Witness: Matthew Vastano
Matthew Vastano

2/6/2024
(Date)

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

1106 Millstone River Road, Hillsborough NJ
(Address)

BY: X Steven R Carn
(Sign Name (Original Signature Only)

Steven R Carn, President
(Print Name & Title)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

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

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

PLEASE see Sections 3+4

Matthew Vastano
(Witness) Matthew Vastano

2/6/2024
(Date)

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

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

BY: S Stark
Sign Name (Original Signature Only)

Steven R Carn, President
(Print Name and Title)

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

PLEASE see Sections 3+4

Article 3.08

Qualifications of Personnel

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

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

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

PLEASE see section 3

Matthew Vastano
(Witness) Matthew Vastano

2/6/2024
(Date)

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

1106 Millstone River Road, Hillsborough NJ
(Address)

BY: X Steven R Carn
Sign Name (Original Signature Only)

Steven R Carn, President
(Print Name and Title)

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

Article 3.09
Equipment List

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

Article 3.10

Consent of Surety
To Accompany Proposal

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

_____ to the ***TOWNSHIP OF WEST ORANGE*** and if Contractor shall enter into the contract with a bond in the full amount of the contract price.

PLEASE SEE Section 6

_____
(*Name of Insurance Company*)

_____
(*Address*)

_____

_____
(*Signature Attorney-In-Fact for Insurance Company*)

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

Article 3.11
Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

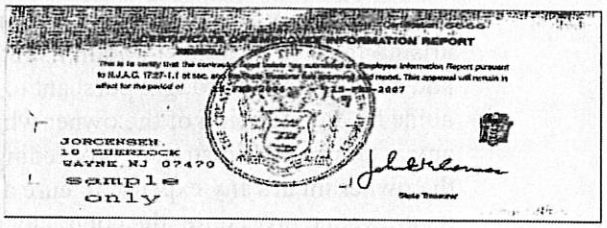
nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;



Certificate of Employee Information Report; or

SEE Section 5

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

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

X Steven R Lam — President

Signature **Title**

Steven R Lam

Print Name

Article 3.12

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

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

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

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

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

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }
}
COUNTY OF } SS: Collection of Solid Waste & Recycling Bid

I, Steven R Carn, am the President
(Name of Affiant) (Identify Relationship to Bidder)

of the Nature's Choice NJ. LLC and being duly sworn,
(Name of Bidder)

I depose and say:

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

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

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.) and agrees to furnish the of evidence of such compliance upon request.

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

Steven R Carn	President
Name of Firm or Individual	Title
X Steve	2/6/2024
Signature	Date

Subscribed and sworn to before me

this 6th **day of** February **20**24.

Notary Public of

My Commission expires 9/15 **20**27

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

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

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

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

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

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

You cannot witness your own signature.

Nature's Choice NJ LLC
NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY
Randall Arnold

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

Randall Arnold, Secretary
PRINT NAME & TITLE
CORPORATE SECRETARY

973. 969. 3299 EXT. 201
TELEPHONE NUMBER

By:

SIGNATURE

Matthew Vastano, Manager
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

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

(1) on 11/9/2023 NOV For Stockpile 5 Feet outside Horizontal MARKER, Violation WAS Remedied within one hour of it being issued. (PLEASE SEE ATTACHED)

no other Violation

NATURE'S CHOICE NJ. LLC

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

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

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

_____
(Notary Public)

My commission expires September 15, 2027

File #_____

PI #_____

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

NOTICE OF VIOLATION

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

On 11/9/23 a representative from the NJDEP Bureau of Solid Waste Compliance and Enforcement (BSWC&E) conducted a compliance evaluation of the above Program Interest. This **NOTICE** is issued based on facts observed by or known to the Department's representative issuing this **NOTICE**, to warn you that a violation(s) of the Statutes and Rules checked below has been found:

X Solid Waste Management Act N.J.S.A. 13: 1E-1 et seq. and rules at N.J.A.C. 7:26 - 1 et seq. and/or N.J.A.C. 7:26A-1 et seq. and/or N.J.A.C. 7:26G-1 et seq.

_____ Spill Compensation and Control Act N.J.S.A. 58:10-23.11 et seq. and rules at N.J.A.C. 7: 1E-1 et seq.

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

Permit condition #76 The recycling center is authorized to store processed and unprocessed materials in the designated storage areas as shown on the approved site plan. Violation - leaves and unprocessed tree parts were being stored outside of the horizontal boundary at the back of the facility at least by 20 ft. [N.J.A.C. 7:26A-3] seq

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

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

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

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

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

☐ Not Provided for this Notice

☒ See additional 1 (#) attached pages

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

☐ Not Applicable

☒ If received within 30 days of receipt it will preserve your protection from penalty under Grace Period Law.

☐ If received within ___ days of receipt, it will be considered in potential future Department action regarding the violations cited.

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

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

Issued by: Andrew C. Date: 11/9/23 Signature: Andrea Zasoski

Received by (print): Elmer Morales Date: 11/9/23 Signature (receipt only): _____

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

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

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

Corrective Action: Move stockpiles within the horizontal boundary of the base of the facility

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

Corrective Action: _____

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

Corrective Action: _____

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

Corrective Action: _____

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

Issuer's initials AZ rec'd by initials JEM

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

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

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

PROPOSALDER: S Stn
SIGNATURE Steven R carn

TITLE: President

FOR: Nature's Choice NJ. LLC
CONTRACTOR

Sworn to and subscribed before me on this 6TH day of February, 2024.

(Notary Public)

My commission expires on September 15, 2027

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Nature's Choice NJ LLC

PART 1: CERTIFICATION
BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder Contact Name _____ Contact Phone Number _____

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

Full Name (Print) Steven R Carn

Signature: X

Title President Date: 2/6/2024

Date: _____

Article 3.20

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, Steven R Carn (Name of Affiant), am the President (Identify Relationship to Proposer)

of the Nature's Choice NJ. LLC (Name of Proposer) and being duly sworn, I depose and say:

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

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

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

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

Nature's Choice NJ LLC

Steven R Carn — **Name of Firm or Individual**

President — **Title**

X Steven R Carn — **Signature**

2/6/2024 — **Date**

Subscribed and sworn to before me

this 6th day of February 2024

Notary Public of Monmouth County

My Commission expires September 15, 2024

Article 3.21

Proposal Bond Form

See section 6

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

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

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

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

By: X Steven R Carn
(Signature of Authorized Representative)

Name: Steven R Carn
(Print)

Title: President

Date: 2/6/2024

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

ADDENDUM NO. 1
TO
RFP FOR THE OPERATION OF THE TOWNSHIP OF WEST ORANGE RECYCLING CENTER

To all concerned:

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

Unless specifically provided otherwise, changes are identified as follows:
Items underlined are additions while items marked with (~~strike through~~) are deletions.

Amend Section 1.08.4 as Follows:

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

Amend Section 2.2.2 as Follows:

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

1/29/2024 $97.20

10821034-01

Article 3.23

Business Registration Certification

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

Contractors are responsible for notifying subcontractors.

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

****

See Section 5

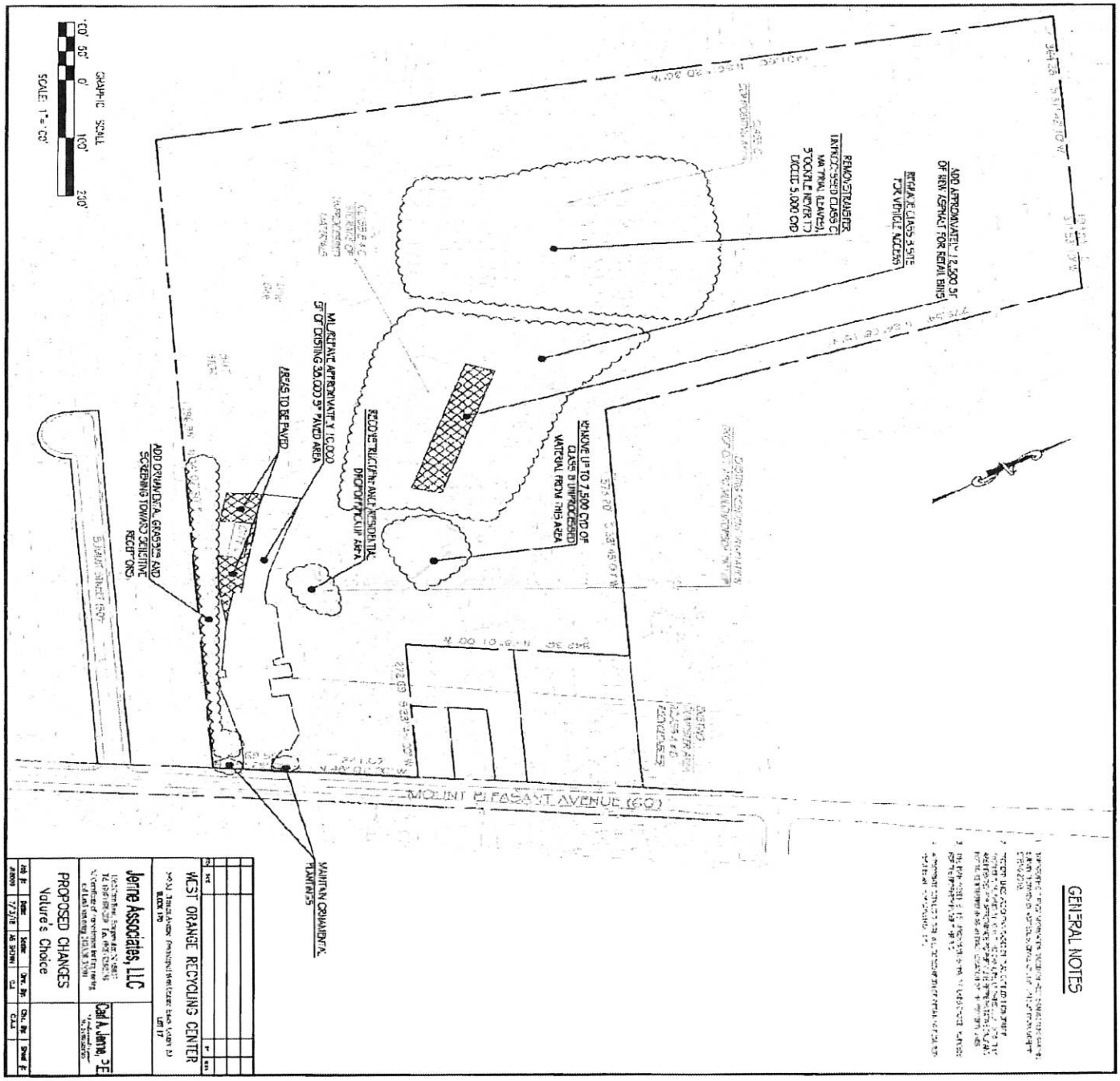
APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

See Section 7

Appendix "A"


GENERAL NOTES
ADD APPROXIMATELY 12,500 SF OF NEW ASPHALT FOR RENTAL BINS
REPAIR EXISTING SITE FOR VEHICLE ACCESS
REMOVE/TRANSFER APPROX. 3550 CUBIC YDS OF MATERIAL (EXISTING STOCKPILE NEAR 17) EXCESS 5,000 CYD
RECONSTRUCT ANGLE APPROPRIATE DROP OFF PICK UP AREA
REMOVE UP TO 7,500 CYD OF CLASS B UNPROCESSED MATERIAL FROM THIS AREA
MILL/REPAVE APPROXIMATELY 10,000 SF OF EXISTING 30,000 SF PAVED AREA
AREAS TO BE PAVED
ADD ORNAMENTAL GRASSES AND SCREENING TOWARD SCHOOL/ RECEPTORS.
MAINTAIN ORNAMENTAL PLANTINGS
MOUNT PLEASANT AVENUE (C.R. 510)
GRAPHIC SCALE
SCALE: 1" = 100'
WEST ORANGE RECYCLING CENTER
Jerne Associates, LLC
Carl A. Jerne, P.E.
PROPOSED CHANGES
Valure's Choice

Appendix "B"

SITE IMPROVEMENT PLAN

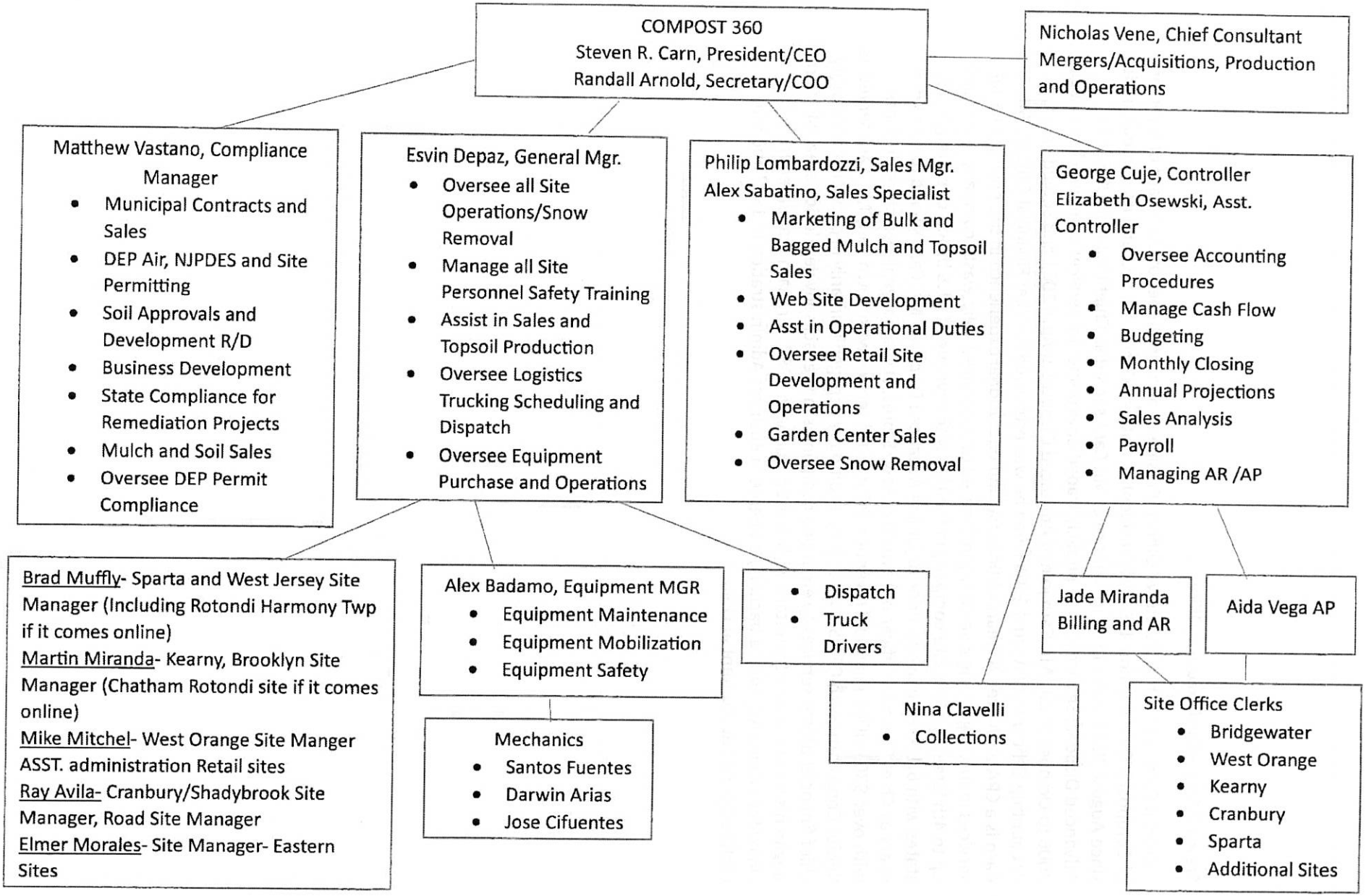
See Section 7

TO BE SUPPLIED BY THE VENDOR

Section 3: Company Organizational Chart

Management and Personnel Resumes and Bios

Rutgers Compost Certifications


COMPOST 360
Steven R. Carn, President/CEO
Randall Arnold, Secretary/COO
Nicholas Vene, Chief Consultant
Mergers/Acquisitions, Production and Operations
Matthew Vastano, Compliance Manager
Municipal Contracts and Sales
DEP Air, NJPDES and Site Permitting
Soil Approvals and Development R/D
Business Development
State Compliance for Remediation Projects
Mulch and Soil Sales
Oversee DEP Permit Compliance
Esvin Depaz, General Mgr.
Oversee all Site Operations/Snow Removal
Manage all Site Personnel Safety Training
Assist in Sales and Topsoil Production
Oversee Logistics Trucking Scheduling and Dispatch
Oversee Equipment Purchase and Operations
Philip Lombardozzi, Sales Mgr.
Alex Sabatino, Sales Specialist
Marketing of Bulk and Bagged Mulch and Topsoil Sales
Web Site Development
Asst in Operational Duties
Oversee Retail Site Development and Operations
Garden Center Sales
Oversee Snow Removal
George Cuje, Controller
Elizabeth Osewski, Asst. Controller
Oversee Accounting Procedures
Manage Cash Flow
Budgeting
Monthly Closing
Annual Projections
Sales Analysis
Payroll
Managing AR /AP
Brad Muffly- Sparta and West Jersey Site Manager (Including Rotondi Harmony Twp if it comes online)
Martin Miranda- Kearny, Brooklyn Site Manager (Chatham Rotondi site if it comes online)
Mike Mitchel- West Orange Site Manger ASST. administration Retail sites
Ray Avila- Cranbury/Shadybrook Site Manager, Road Site Manager
Elmer Morales- Site Manager- Eastern Sites
Alex Badamo, Equipment MGR
Equipment Maintenance
Equipment Mobilization
Equipment Safety
Mechanics
Santos Fuentes
Darwin Arias
Jose Cifuentes
Dispatch
Truck Drivers
Nina Clavelli
Collections
Jade Miranda
Billing and AR
Aida Vega AP
Site Office Clerks
Bridgewater
West Orange
Kearny
Cranbury
Sparta
Additional Sites

Steven R Carn – Chief Executive Officer

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

Randall T. Arnold
Biography

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

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

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

MATTHEW A. VASTANO

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

QUALIFICATIONS

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

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

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

WORK HISTORY

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

- Responsible for securing and maintaining all municipal contracts.
- Assist municipalities with the developmental of recycling programs with the emphasis on yard waste.
- Design and write specifications for yard waste and other recyclable collection.
- Prepare and implement budgeting for various municipal programs.
- Assist municipalities in cost analysis and business evaluation.
- Obtainand 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 characterisitics 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 Asscociates 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 Municpal Utilities Authority.

East Brunswick, New Jersey 732-684-7085 mvastano@natureschoicecorp.com

Eddie DePaz (General Manager)

Eddie is responsible for all operations for Nature's Choice Corporation/Reliable Wood Products facilities including company transportation scheduling deliveries in company owned trucks or trucks of independent owner operators to inter-site transfers. He is familiar with state and federal regulations. Eddie has been employed by Nature's Choice /Reliable Wood Products for 25 years and is familiar with all aspects of the business operations. All of Eddie's skills were developed from the ground up and within the recycling business. He speaks Spanish and English fluently and is familiar with are bagged topsoil, compost, and mulch as well as bulk deliveries of those products.

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

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

Alex Badamo (Equipment Manager)

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

ALEX BADAMO

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

OBJECTIVE

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

EXPERIENCE

1995 – Present **Reliable Wood Products/ Nature's Choice Corp.** Middlesex, NJ
Operations Manager

- Responsibilities of day to day operations consisting of overseeing daily production of employees.
- Site management of six different locatation 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
Fire Fighter (Retired)

1982 – 1988 **Military Service, US Navy**

REFERENCES

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

[redacted]

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the completion of

New Jersey Compost Operator
Certification Course

February 4, 1998
0.6 CEUs

Edward V. Lipman, Jr.
Director
Continuing Professional Education

Zane R. Helsel
Director
Rutgers Cooperative Extension

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

COOK COLLEGE
CONTINUING PROFESSIONAL EDUCATION

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the Completion of

PWANJ/APWANJ Leaf Collection Symposium

September 18, 2003

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

0.6 CEUs

Edward V. Lipman Jr,
Director
Continuing Professional Education

Dr. Karyn Malinowski
Dean of Outreach
And Extension Programs

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Esvin E. De Paz

For successfully completing the requirements of

New Jersey Compost Operator Certification Course

September 24, 2019
0.6 CEUs | 6 Contact Hours

Robert M. Goodman
Executive Dean of Agriculture & Natural Resources

Kenneth M. Karamichael
Director, Office of Continuing Professional Education

Rx Date/Time
07/23/2015 22:21 FAX
Hug-cc-cuupierki/ ru:ca

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

002

Section 4: Site Operation Experience

Site Permits for Overflow

Equipment List

Marketing Service Plan

Scope of Work

Fire Control Plan

NATURE'S CHOICE EXPERIENCE NARRITIVE

Class B & C Facility:

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

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

Class A Recycling/ Convenience Center:

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

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

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

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

EXPERIENCE/ REFERENCES

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

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

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

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

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

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

6. Yard Waste Disposal
   Township of Teaneck
   818 Teaneck Road
   Teaneck, NJ
   Travon Romeo
   (201) 837-1600 Ext. 1727

   2 YEARS

   $400,000

7. **City of Orange**
   29 North Day Street
   Orange, NJ 07050
   973.266.4030

   2 year $100,000

8. **Borough of Elmwood Park**
   182 Market Street
   Elmwood Park, NJ 07407
   201.796.1457 ext.20

   2 year $100,000

9. **PSEG**
   4000 Hadley Road
   So. Plainfield, NJ 07080
   John Cataldo
   973.454.2217

   5 year 3,000,000
   Recycle wood timber mats

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC SITE

BAGGING REFERENCES

10. **Scotts Company**
    Don Dugger-434-774-1438
    Don.dugger@scotts.com
    20 Industrial Park RD
    PO box 143
    Lebanon CT 06249
    800.811.2543

    5 year

    Amount- 3 million dollars

11. **Oldcastle Lawn and Garden** 5 YEAR
Jim McKay- 207-754-5502
Jim.mckay@oldcastle.com
481 Spring Water Road **Amount 3 million dollars**
PO BOX 527
Poland, ME 04274

RECYCLING FACILITY MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**
Transfer Site Management **12 YEARS**
411 Chimney Rock Road
Bridgewater NJ 08807 **Amount- 1.2 Million**
Richard Shimp-908-725-6300

- **New Jersey Sports and Exposition Authority (NJSEA)** **18 YEARS**
Multi Class NJDEP CLASS C AND B site management
One Dekorte Park Plaza
Lyndhurst, NJ 07071 **Amount-4.0 million**
Tom Marturano- 201-460-4613

- **Waste Management /NY Parks Dept.** **13 years**
Brooklyn Recycling Yard
78 Thomas Street
Brooklyn NY **Amount- $700,000**
Jay Kaplan- 718-533-5310

- **Compost Site Management** 15 YEARS
Town of West Orange
86 Main St. **Amount -3 million**
West Orange, NJ 07052
Phone: 973.325.4155
Lenny Lepore

- **Reliable Wood Products Class B recycling facility** **20 years**
234 Broadway Road
Cranbury NJ
Phone: 973.969.3299

- **Reliable Wood Products class B Recycling Facility** **10 years**
506 Houses Corner Road
Sparta, NJ
Phone:973.969.3299

- **Township of Woodbridge** — **5 years playground mulch**
  Municipal Building — **$50,000**
  1 Main Street
  Woodbridge NJ
  Phone:732-668-8425
  Bobby

- **Rutgers University** — **20 years mulch and topsoil**
  James Erdogdu, MPA, CEFP — **Supply**
  Assistant Director, Grounds Operations
  Institutional Planning and Operations
  University Facilities
  james.erdogdu@rutgers.edu | 848.445.6714

- **RAC Landscaping supply** — **Playground mulch**
  PO BOX2011
  Secaucus, NJ
  Phone: 201.988.2189
  Roberto

- **Nature's Choice Corporation** — **1992-2012**
  White Township
  NJDEP Class C Recycling Facility
  50 Foul Rift Road
  White Twp, NJ

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

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

Reliable Wood Products, LLC

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

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

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

December 13, 2019
Issuance Date

Karen Kloo
Karen Kloo, Chief
Bureau of Recycling & Hazardous Waste Management

January 24, 2024
Expiration Date

The State of New Jersey is an equal opportunity employer / Printed on recycled and recyclable paper.

Scope of Approval

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

Regulated Activities at the Facility

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

Facility Description

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

Approved General Approval Application and Associated Documents

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

1. Site Plan: prepared by Omland Engineering Associates, Inc., signed and sealed by Stanley T. Omland, P.E., NJ license number 30696, dated February 20, 2008, last revised on June 30, 2008.

2. Application for Recycling Center General Approval Renewal dated October 4, 2018 signed by Eugene J. Ciarkowski, Executive Vice President, Reliable Wood Products, LLC.

3. Type 3 Fire Safety Permit for Reliable Wood Products, LLC approved by John J. Funcheon, Fire Marshal, Township of South Brunswick Fire Safety Bureau, dated June 21, 2019.

4. Reliable Wood Products, Inc., Request for Transfer of Ownership dated December 29, 2006 signed by Nicholas Vene of Reliable Wood Products, LLC.

5. Middlesex County Solid Waste Management Plan inclusion of ODACO, Inc. Class B Recycling Facility located at 234 Broadway Road, Block 5, Lot 25, in the Township of South Brunswick, certified by the Commissioner of the Department of Environmental Protection on June 4, 1993.

6. Amendment to the Middlesex County Solid Waste Management Plan approving change in ownership of ODACO, Inc. Class B Recycling Center in South Brunswick to Reliable Wood Products, LLC, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated April 27, 2007.

7. Amendment to the Middlesex County Solid Waste Management Plan approving the receipt of leaves at Reliable Wood Products, LLC Class B Recycling Center in South Brunswick, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated March 3, 2009.

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

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

Subject Item: PI 132312 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]

2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]

3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]

4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]

5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]

6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]

7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]

8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]

9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19, or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

Subject Item: PI 132312 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: Mail Code 401-02C, New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

Subject Item: PI 132312 -

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)3]

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

Subject Item: PI 132312 -

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A- 3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

Subject Item: PI 132312 -

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

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

Subject Item: RCBG308510 - Class B Materials

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center. [N.J.A.C. 7:26A-3.5(e)]

42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves. [N.J.A.C. 7:26A-3.5(e)]

43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

44. The recycling center may receive, store, process, or transfer source separated wood (non-chemically treated and unpainted), brush, stumps, tree parts, and leaves separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]

45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG308510 - Class B Materials

48. In case of conflict, the conditions of this approval shall have precedence over the general approval application documents, and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26A-3.5(e)]

49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. [N.J.A.C. 7:26A- 3.5(e)]

51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

52. Reliable Wood Products, Inc. recycling center may receive no more than 300 tons per day of wood (non-chemically treated and unpainted), brush, stumps, tree parts and 75 tons per day of leaves. Leaves may only be received between October 1st and May 31st. [N.J.A.C. 7:26A-3.5(e)]

53. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]

54. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

55. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]

56. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile above the existing grade:
Unprocessed Wood Stockpile #1 - 20 feet
Processed Wood Stockpile #2 - 20 feet
Unprocessed Wood Stockpile #3 - 20 feet
Processed Wood Stockpile #4 - 20 feet. [N.J.A.C. 7:26A- 3.5(e)]

57. Ingress and egress of the facility shall be restricted to Broadway Road only. [N.J.A.C. 7:26A-3.5(e)]

58. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

59. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG308510 - Class B Materials

60. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such material may be returned to a known generator, provided that specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]

61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

62. Pursuant to N.J.A.C. 7:26A-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Stormwater Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.2(a)18]

63. If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG308510 - Class B Materials

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

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

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

65. The facility shall be permitted to receive 75 tons per day of leaves between October 1st and May 31st of each year. The leaves shall be accepted in loose or biodegradable bag from municipalities, county contractors and landscapers. If occasionally received in plastic bag, the bags shall be removed and placed in residue bin.

All leaves accepted shall be stored in the unprocessed stockpile area as noted on the approved site plan.

All leaves accepted shall be processsed with the first grind wood within 48 hours. [N.J.A.C. 7:26A- 3 .5(e)]

66. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that area(s) maximum authorized storage capacity. [N.J.A.C. 7:26A- 3.5(e)]

67. The recycling center is authorized to store unprocessed and processed materials in the designated storage areas with capacity limitations as shown on the approved site plan. The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:
Unprocessed Wood Stockpile #1 - 43,339 Cubic Yards
Unprocessed Wood Stockpile #3 - 23,090 Cubic Yards

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:
Processed Wood Stockpile #2 - 15,064 Cubic Yards
Processed Wood Stockpile #4 - 17,676 Cubic Yards. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG308510 - Class B Materials

68. In the event that the unprocessed material storage area(s) has reached its maximum authorized capacity, the recycling center shall immediately cease receiving additional unprocessed material until the amount of unprocessed material stored onsite falls below the total authorized unprocessed material storage capacity. [N.J.A.C. 7:26A- 3.5(e)]

Reliable Wood Products LLC - Administrative Completeness Notification for Pending Class B Renewal

Murray, Daniel [DEP] <Daniel.Murray@dep.nj.gov>

Fri 10/6/2023 10:50 AM

To:Matt Vastano <mvastano@natureschoicecorp.com>;edepaz@natureschoicecorp.com <edepaz@natureschoicecorp.com>

Cc:Patel, Rakesh [DEP] <Rakesh.Patel@dep.nj.gov>;Smith, Paul [DEP] <Paul.Smith@dep.nj.gov>;Gard, Diane [DEP] <Diane.Gard@dep.nj.gov>;Nader, Nicholas [DEP] <Nicholas.Nader@dep.nj.gov>

Re: Notice of Administrative Completeness
Class B Recycling Center General Approval - Renewal
Reliable Wood Products, LLC
Block 5, Lot 25
Township of South Brunswick, Middlesex County
Facility No.: 132312; Permit No.: CBG230002

Dear Mr. Vastano:

The Bureau of Recycling and Hazardous Waste Management (the Bureau) is in receipt of a Class B Recycling Center General Approval Renewal Application dated August 15, 2023 for the above referenced facility. The application proposes no changes to the currently authorized operations.

The Bureau has completed a review of the application to determine if the submittal is administratively complete pursuant to N.J.A.C. 7:26A-3.5. Upon review, the Bureau has determined the application for the renewal of the Recycling Center General Approval is ADMINISTRATIVELY COMPLETE.

In addition, all conditions of the existing General Approval for the facility will remain effective pursuant to N.J.S.A. 52:14B-11 until such time that the Bureau reaches a final decision on the issuance of the General Approval Renewal.

If you have any questions concerning this correspondence please contact me at (609) 777-0176, or by email at Daniel.Murray@dep.nj.gov.

Respectfully,
Daniel Murray
NJ Department of Environmental Protection
Bureau of Recycling & Hazardous Waste Mgmt.
401 E. State Street P.O. Box: 420, MC: 401-02C
Trenton, NJ 08625-0402
Office: (609)-777-0176
Cell: (609)-913-6832

We Bring the World to New Jersey

Mr. Mathew Vastano
Executive Vice President
Nature's Choice Corporation
398 Lincoln Boulevard
Middlesex, NJ 08846

RE: NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
VEGETATIVE WASTE TRANSFER FACILITY

Gentlemen:

This letter shall confirm that the Nature's Choice Corporation has been the operator of the NJSEA (formerly NJMC) Vegetative Waste Transfer Facility since September 26, 2012.

Should you have any questions, please contact our office.

Very truly yours,

Thomas Marturano

Thomas Marturano, P.E., P.P.
Director, Solid Waste &
Natural Resources

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

CATHERINE R. McCABE
Commissioner

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

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

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Facility Type:	Recycling Center - Multi Class
Lot & Block Nos.:	Lot: 10; Block: 149
Municipality:	Kearny
County:	Hudson
Facility ID No.:	132237
Permit No.:	REC190002

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

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

January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

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January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling

Scope of Approval

This General Approval along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Multi-Class recyclable material (leaves, grass, brush, tree parts, etc.) receipt, storage, transfer and processing by the New Jersey Sports and Exposition Authority (NJSEA) in Kearny Town, Hudson County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 62 of this approval contain the general requirements applicable to the Class B and C operations at the facility. Conditions 63 through 72 of this approval contain the specific requirements applicable to the Class C recyclable materials at the facility. Conditions 73 through 79 of this approval contain the specific requirements applicable to the Class B recyclable materials at the facility.

Facility Description

The recycling center is owned by the New Jersey Sports and Exposition Authority. The New Jersey Sports and Exposition Authority has contracted with the Nature's Choice Corporation to operate this recycling center for use as a regional site. The recycling center is located on a portion of the 1-E Sanitary Landfill in Kearny Town, Hudson County. Access to the recycling center is by Baler Boulevard located off of Belleville Turnpike. This regional recycling center receives leaves, grass clippings, tree parts and brush from municipalities, haulers, landscapers and commercial generators located within the northern region of New Jersey. The recycling center is authorized to accept, store, process or transfer recyclable materials Monday through Friday 7:00 AM to 4:00 PM and Saturday 7:00 AM to 1:00 PM.

The recycling center may receive, store, process or transfer leaves and grass clippings separately or in a commingled manner, and receive, store, process or transfer brush and tree parts separately or in a commingled manner. Tree parts and brush delivered to the site are processed through a tub grinder as needed for sale, and leaves and grass clippings are transferred to other approved recycling centers. The recycling center site is also utilized for equipment storage as shown on the site plan.

Approved General Approval Application and Associated Documents

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

(1) Site Plan: NJMC Sheet 3 of 5 dated September 19, 2003, last revised September 22, 2011 signed by Thomas Marturano P.E., P.P.

(2) Type-III Fire Safety Permit issued by the State of New Jersey Department of Community Affairs Bureau of Fire Code Enforcement dated December 6, 2019.

(3) NJSEA letter dated September 23, 2019 signed by Jeffrey M. Zielinski, P.E., AP, CFM, LEED Senior Engineer requesting Renewal of Class B/C General Approval.

(4) NJMC letter dated May 1, 2013 signed by Christopher L. Dour, P.E., P.P. Supervisor/Solid Waste Operations requesting Class B/C General Approval Modification declaring Nature's Choice as the site's new operator.

(5) NJMC Vegetative Waste Transfer Facility Revision to the Recycling Center General Approval, Operations and Maintenance Plan dated May 1, 2013 signed by Christopher L. Dour, P.E, P.P.

(6) HMDC letter dated February 24, 1998 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated November 5, 1997.

(7) HMDC letter dated August 1, 1997 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated July 8, 1997.

(8) HMDC letter dated June 20, 1997 signed by Christopher Dour supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's letter dated April 7, 1997.

(9) Hackensack Meadowlands Development Commission approved Solid Waste Management Plan (District Plan) certified by the Commissioner of The Department of Environmental Protection on July 31, 1980.

(10) Administrative Action letter dated May 26, 2004 approved by the Bureau of Licensing and Planning inclusion to the County Plan eliminating the NJMC's composting operation and to only include the acceptance, storage, process and transfer of vegetative waste and sale of finished material atop the NJMC 1-E Landfill.

(11) New Jersey Statutes Annotated Title 5. Amusements, Public Exhibitions and Meetings (Refs & Annos) Chapter 10A. Hackensack Meadowlands (Refs & Annos) I. Hackensack Meadowlands Agency Consolidation Act N.J.S.A. 5:10A-4 5:10A-4 stating that the New Jersey Meadowlands Commission shall now be known as the New Jersey Sports and Exposition Authority.

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

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
132237 REC190002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132237 -

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

Subject Item: PI 132237 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Mail Code. Box 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

Subject Item: PI 132237-

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

Subject Item: PI 132237 -

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

Subject Item: PI 132237 -

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

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

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

41. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]

42. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A- 3.5(e)3]

43. Recycling center operations shall be limited to the following schedule:

    Monday-Friday 7:00 AM to 4:00 PM
    Saturday 7:00 AM to 1:00 PM. [N.J.A.C. 7:26A-3.5(e)3]

44. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A- 3.5(e)3]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

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

2 - 921 case rubber tire loaders or equivalent
1 - 300 dooson rubber tire loader or equivalent
1 - 225 dooson excavator or equivalent
1 - 1463B tubgrinder
1 - 7000 horizontal grinder
1 - doppstadt 720 trommel screener

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.
The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. [N.J.A.C. 7:26A- 3.5(e)3]

46. Requisite recycling center operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)3]

47. The material operational and processing areas, storage/stockpile areas and access road(s) shall be maintained in accordance with the relative slopes shown by the topographic contours indicated on the approved Operational Area Plan (site plan) for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A-3.5(e)3]

48. Each load received for processing or transfer in the Alternative Vegetative Waste Processing & Transfer Area shall be inspected in accordance with the inspection plan provided in the Operations & Maintenance Plan dated May 2013. This plan specifies that loads received will be inspected prior to processing and that contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the inspection of the material, loads containing leaves, grass or mixed yard waste shall be directed to the two areas identified as "Grass/Mixed Yard Waste" on the approved site plan for further processing or transferred offsite within three calender days of receipt to other approved recycling centers. Incoming loads of Tree parts/Brush shall be directed to the storage areas identified as "Processed, Unprocessed or Finished Product Storage Area." [N.J.A.C. 7:26A- 3.5(e)3]

49. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]

50. Methods of effectively controlling dust shall be implemented at the recycling center in order to prevent off-site migration. [N.J.A.C. 7:26A- 3.5(e)3]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

51. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile: 25 feet. [N.J.A.C. 7:26A- 3.5(e)]

52. Ingress and egress of the facility shall be restricted to Baler Blvd. only. [N.J.A.C. 7:26A-3.5(e)]

53. Commingling of Class B material with Class C material and vice versa is not allowed. [N.J.A.C. 7:26A- 3.5(e)3iii]

54. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]

55. All recyclable material delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that recyclable material in biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]

56. The recycling center may receive no more than 500 tons per day of the recyclable materials in the Alternative Vegetative Waste Processing and Transfer Area. [N.J.A.C. 7:26A-3.5(e)]

57. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]

58. All revisions to the site plan and the approved documents which may be required as a result of the above, shall be submitted to this office for modification to this Approval. [N.J.A.C. 7:26A-3 .5(e)]

59. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent juridiction and shall be filed with the local municipal code enforcement officer prior to operating the recycling center and submitted to the Department upon receipt. [N.J.A.C. 7:26A-3.8(c)]

60. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

62. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCCG914256 - Class C Recyclable Material, Specific Requirements

63. The recycling center may receive, store, process and transfer source separated leaves and grass clippings separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]

64. Exclusive loads of grass clippings received shall be transferred on the same day of receipt to other recycling centers authorized to receive this material.

    Mixed loads of leaves and grass clippings shall be ground using the tub grinders by the end of the day of receipt and transferred within twenty four (24) hours of grinding to the other recycling centers authorized to receive this material. [N.J.A.C. 7:26A- 3.5(e)]

65. If the incoming material contains grass, it shall be accepted only in areas of the site that are at least 1,000 feet from any areas of human use or occupancy, and processing of such material shall begin on the day of receipt. [N.J.A.C. 7:26A-4.5(a)6,7]

66. The following source separated Class C recyclable materials may be received, stored, processed or transferred at this recycling center: Leaves and Grass Clippings. [N.J.A.C. 7:26A- 3.5(e)]

67. Within 30 days of ceasing operation, all residuals and unprocessed Class C recyclable material shall be removed from the site and recycled or disposed, as appropriate, and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]

68. Leaves and Grass Clippings shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]

69. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]

70. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]

71. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26-4.5(a)10]

72. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

73. The following source separated Class B recyclable materials may be received, stored, transferred or processed at this recycling center: Tree Parts and Brush. [N.J.A.C. 7:26A- 3.5(e)]

74. The recycling center may receive, store, process and transfer tree parts and brush separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]

75. Tree Parts and Brush from the storage areas shall be directed to the " Equipment Processing Areas" identified on the approved site plan for further processing using the tub grinders. [N.J.A.C. 7:26A-3.5(e)]

76. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with capacity limitations as shown on the approved site plan.

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:

- (1) Final Product Stockpiles Area - 25,000 Cubic Yards (CY)
- (2) Final Product Storage - 30,000 CY

The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:
- (1) Grass/Mixed Yard Waste - 7,500 CY
- (2) Grass/Mixed Yard Waste - 7,500 CY
- (3) Unprocessed Material or Final Product Storage Area - 30,000 CY
- (4) Tree Parts and Brush Area - 7,500 CY

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

77. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that Area's maximum authorized storage capacity. [N.J.A.C. 7:26A-3.9(b)]

78. Unprocessed Class B recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A- 3.9(b)]

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

79. Pursuant to N.J.A.C. 7:26 A – 3.2(a) 18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A- 3.5(e)]

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

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

RELIABLE WOOD PRODUCTS, LLC

Facility Type:	Class B Recycling Facility
Block & Lot Nos.:	Block 16005, Lot 6
Municipality:	Township of Sparta
County:	Sussex
Facility ID No.:	132685
Permit No.:	CBG190002

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

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

December 27, 2019
Reissuance Date

Karen Kloo, Chief
Bureau of Recycling and Hazardous Waste Management

December 27, 2024
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (concrete, brick, block, asphalt, brush, tree stumps, tree parts and unpainted and non-chemically treated wood) storage and process center by **Reliable Wood Products, LLC** (Reliable Wood Products) located in the Township of Sparta, Sussex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 65 of this approval contain general operation requirements for all recycling centers that receive, store, process, or transfer Class B recycling materials and specific conditions applicable to the operations of the recycling center.

Facility Description

The facility is a Class B Recycling center operated by Reliable Wood Products for the recycling of source separated concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood material (unpainted and non-chemically treated). The recycling center is located at 506 House's Corner Road on Block 16005, Lot 6, in the Township of Sparta, Sussex County. This regional recycling center receives concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated) from construction and demolition contractors, construction companies, municipalities and counties. The recycling center is authorized to accept and process asphalt, concrete, brick, block, brush, tree stumps, and tree parts, and wood (unpainted and non-chemically treated) from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturday. Additionally, Reliable Wood Products, LLC may receive, manufacture, process, store and sell wood mulch, colored mulch and soil on site.

Approved General Approval Application and Associated Documents

The holder of this General Approval shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval and the following documents:

a) Inclusion of Grinnell Recycling, Inc. in the District Solid Waste Management Plan (Plan) by the Sussex County, certified by the NJDEP Commissioner on November 9, 2000, and subsequent amendment to the Plan dated August 9, 2019 for transfer of Class B General Approval from Grinnell Recycling, Inc. to Reliable Wood Products, LLC.

b) Site Plan- prepared by Dykstra Associates, signed and sealed by Douwe Dykstra, P.E., dated April 11, 2013 and last revised December19, 2013.

c) Grinnell Recycling, Inc. - Application for a Class B Recycling Center General Approval, dated January 17, 1995, prepared by PMK Group.

d) Application for modification of Class B Recycling Center General Approval, dated June 4, 2001 and prepared by PMK Group.

e) Request for renewal of Class B Recycling Center General Approval, dated April 15, 2005 and signed by Jason N. Cofrancesco, Owner, Grinnell Recycling, Inc.

f) Supplemental information dated July 25, 2005, prepared by Richard M. Cestone, P.E., PMK Group and submitted in response to the Department's Notice of Deficiency letter dated May 25, 2005.

g) Request for modification of Class B Recycling Center General Approval Modification request, prepared and signed by Christopher L. Daul, Vice President, Alman Group LLC, dated September 15, 2009.

h) Request for renewal of Class B Recycling Center General Approval, dated June 16, 2010 and signed by Jason N. Cofrancesco.

i) Management Agreement between Grinnell Recycling, Inc. and Harvest Garden State, LLC, dated June 11, 2013, prepared and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products, LLC.

j) Revised Modification Request dated January 6, 2014, prepared and signed by Steve Schkolenko, Grinnell Recycling, Inc.

k) Administrative Consent Order between Grinnell Recycling, Inc. and the Department, dated November 17, 2017.

l) Request for transfer of ownership of the Class B Recycling Center from Grinnell Recycling, Inc. to Reliable Wood Product, LLC, dated November 8, 2018 and signed and certified by Eugene J. Cirakowski, Vice President, Reliable Wood Product, LLC.

m) Agreement for Transfer of Class B Recycling Center General Approval, dated November 14, 2019, signed by Eugene Ciarkowski of Reliable Wood Products and Jason Confrancesco of Grinnell.

n) Request for renewal (with no changes) of the Class B General Approval, dated December 17, 2018 and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

RELIABLE WOOD PRODUCTS LLC
132685 CBG190002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132685 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]

2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]

3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]

4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]

5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]

6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]

7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]

8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]

9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

Subject Item: PI 132685 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P.O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

Subject Item: PI 132685 -

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

Subject Item: PI 132685 -

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]

Subject Item: PI 132685-

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations has been declared by the Governor pursuant to New Jersey Disaster Control Act at N.J.S.A. App.A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previos day or any other relevant information requested pursuant to N.J.S.A. App.A:9.36. The status report shall be submitted electronically to solidwasteemergencies@dep.nj.gov, or as otherwise directed by the Department, on forms or in the format provided by the Department and in compliance with the time frames established by the Department after the State of Emergency Declaration. The status report shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for the State of Emergency. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A-3.5(e)]

42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: asphalt, concrete, brick, block, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated). [N.J.A.C. 7:26A- 3.5(e)]

43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

44. The recycling center may receive, store, process, or transfer source separated asphalt, concrete, brick, and block separately or in a commingled manner. The recycling center may receive, store, process, or transfer source separated brush, tree stumps, tree parts and wood (unpainted and non-chemically treated) separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]

45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

48. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this approval, and the conditions of this Approval shall have precedence over the plans and specifications listed in this Approval. [N.J.A.C. 7:26A- 3.5(e)]

49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: Monday through Friday 7:00 a.m. to 5:00 p.m and Saturaday 7:00 a.m. to 3:00 p.m. [N.J.A.C. 7:26A- 3.5(e)]

51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

52. The recycling center may receive no more than 400 tons per day of the recyclable materials. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

53. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with the maximum authorized capacities, as specified on the approved site plan:

Area 2: Unprocessed Asphalt, Concrete, Brick and Block - 28,900 cubic yards
Area 3: Processed Asphalt, Concrete, Brick and Block - 27,500 cubic yards
Area 4: Concrete fines (processed concrete byproduct) - 7,100 cubic yards
Area 5: Unprocessed Brush, Tree Stumps and Tree Parts - 21,600 cubic yards; Unprocessed Wood - 18,460 cubic yards
Area 6: Processed Brush, Tree Stumps, Tree Parts, and Wood - 42,500 cubic yards
Area 7: Unprocessed Top Soil (includes by products of stunp processing) - 25,000 cubic yards
Area 8: Processed Top Soil - 7,700 cubic yards

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstances, arrangements shall be made to transfer processed materials offsite. While transfering processed material offsite, any processed material in an unprocessed material storage area (see Condition 55 below) shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

54. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.5(e)]

55. In the event that a processed material storage area has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in an unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstances shall the combined volume of processed and unprocessed material exceed that area's maximum authorized storage capacity. [N.J.A.C. 7:26A-3.5(e)]

56. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

57. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]

58. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights above existing grade for material stockpiles:

Processed asphalt, concrete, brick and block stockpile - 25 feet
All other unprocessed and processed material stockpiles - 15 feet

Metal pipes/rods or the equivalent approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

59. Ingress and egress of the facility shall be restricted to Houses Corner Road only. [N.J.A.C. 7:26A-3.5(e)]

60. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

61. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and report the incident to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A- 3.5(e)]

62. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such materials may be returned to a known generator, provided the specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]

63. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

64. The following processing equipment or equivalent are authorized for site operations and shall be maintained in operable conditions:

2017 Case 921 Loader (2 units)
2015 John Deere 644K Loader
2015 Doosan DL350 Loader
2017 Case 300 Excavator
2013 John Deere 250G Excavator
2013 Diamond Z 7000 Grinder
2018 Doppstadt 720 Screener
2014 Royer 620H Screener
2018 McClosky 628 Colorizer
2008 Finaly Stacker (2 units)

If any of the above listed equipment need to be replaced, the holder of this general approval must notify the Bureau, within two (2) weeks of of such replacement, along with specifications for the relacement equipment at the following mailing address: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P.O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. Where applicable, the holder of this general approval must apply to the Department for any air permits required for the replacement equipment.

Requisite recycling operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)]

65. Pursuant to N.J.A.C. 7:26-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling and Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.5(e)]

COUNTY CONSERVATION COMPANY

September 11, 2023

Re: County Conservation Company agreement with Nature's Choice NJ, LLC

To Whom it May Concern:

This letter is to confirm that County Conservation Company and Nature's Choice NJ, LLC have an operating agreement pursuant to the operations of our compost site. In addition, our facility accepts waste from Nature's Choice NJ, LLC. Please advise if further information is required.

Very Truly Yours,

John Petrongolo

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DIVISION OF SOLID & HAZARDOUS WASTE
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SHAWN M. LaTOURETTE
Commissioner

RECYCLING CENTER GENERAL APPROVAL – MULTI CLASS

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

County Conservation Company, LLC

Facility Type:	Recycling Center
Lot & Block Nos.:	Block 7, Lots 5, 6, 6.01, 6.02, 6.04
Municipality:	Washington Township
County:	Gloucester County
Facility ID No.:	132201
Permit No.:	REC210002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

Karen Kloo

October 27, 2021
Issuance Date

Karen Kloo, Chief
Bureau of Recycling &
Hazardous Waste Management

October 27, 2026
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole General Approval for the operation of a Class B and C Recycling Center by County Conservation Company, LLC located in Washington Township, Gloucester County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies is hereby superseded.

This general approval does not convey any property rights of any sort, or any exclusive privilege. Failure to comply with all of the conditions specified herein may result in revocation of this approval and/or may result in such other regulatory or legal actions that the Department is authorized by law to institute, including but not limited to, civil and administrative penalty assessments.

Regulated Activities at the Facility

Conditions 1 to 40 of this approval contain the General Requirements applicable to all recycling centers. Conditions 41 to 56 of this approval contain the Class B and Class C Recycling Operations, General Requirements for the receipt, storage, processing and transferring of Class B and Class C recyclable materials. Conditions 57 to 69 of this approval contain the Class B Recyclable Materials, Specific Requirements. Conditions 70 to 75 of this approval contain the Class C Recyclable Materials, Specific Requirements. Conditions 76 to 84 of this approval contain the Yard Trimmings General Requirements and Conditions 85 to 116 contain the Yard Trimmings Composting Requirements.

Facility Description

The recycling center is privately operated by the County Conservation Company, LLC as a regional site. The recycling center is located at 212 Blackwood-Barnsboro Road on Block 7, Lots 5, 6, 6.01, 6.02, and 6.04, in Washington Township, Gloucester County. This regional recycling center receives leaves, grass, wood chips, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood from various municipalities within Gloucester and Camden Counties. In addition, the facility accepts asphalt shingles from roofers and potable water treatment residuals from water treatment facilities. Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. The potable water treatment residuals will be used for blending with soils stored on site. The recycling center is authorized to accept and process recyclable materials 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturdays.

Class B recyclable material delivered to the recycling center is staged in unprocessed material stockpiles to await processing. The recycling center markets mulch and wood chips from the site, a portion of which are dyed. In addition, the recycling center will store, process and/or transfer asphalt shingles and potable water treatment residuals.

Class C recyclable material delivered to the recycling center is composted until it has reached a stable form. The stabilized compost is then screened to remove any non-compostable material. Finished compost is stored on-site prior to being sold to various end-markets.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

(1) The following drawings are for the facility's Class B & C recycling center, prepared by Cummings and Smith, Inc., signed and sealed by Gary L. Smith, P.E., NJ License No. GE28113. The Washington Township Fire Chief, John Hoffman signed cover sheet 1 of 11 on June 6, 2016:

Sheet 1 of 11 titled "Location Plan, List of Drawings & Notes", last revised on May 24, 2016.

Sheet 2 of 11, titled "General Site Plan", last revised on May 24, 2016.

Sheet 3 of 11, titled "Site Plan and Notes", last revised on August 10, 2016.

Sheet 6 of 11, titled "Class B/C Wood, Brush, Leaves, Grass Receiving Areas and Volumes, last revised on May 24, 2016.

Sheet 7 of 11, titled "Class B Finished Product Areas and Volumes, last revised on May 24, 2016.

Sheet 8 of 11, titled Unprocessed Potable Water Residuals Storage Areas & Volumes, last revised on August 10, 2016.

Sheet 9 of 11 titled "Unprocessed & Processed Asphalt Shingle Storage Areas and Volumes, last revised on May 24, 2016.

Sheet 10 of 11 titled "Class C Material Windrows Areas and Volumes" last revised on May 24, 2016.

Sheet 11 of 11 titled "Compost Curing and Class C Finished Product Areas and Volumes" last revised on May 24, 2016.

(2) Application for Class B & C Recycling Center General Approval Renewal dated July 9, 2021, submitted by John R. Purves, Attorney at Law on behalf of County Conservation, LLC.

(3) Modification Application submitted by John R. Purves, Attorney at Law, dated, November 3, 2015.

(4) Modification Application submitted by John R. Purves, Attorney at Law, dated, February 4,

2016 for (PWR modification application).

(4) Response letter from County Conservation Company (PWR application) dated April 19, 2016 to the Department's Notice of Deficiency dated March 24, 2016.

(5) Response letter from County Conservation Company dated June 6, 2016, to the Department's Notice of Deficiency dated April 20, 2016.

(6) Response letter from John R. Purves, Attorney at Law dated August 17, 2016, to the Department's 2nd Notice of Deficiency dated August 3, 2016

(7) Response letter from John R. Purves, Attorney at Law dated October 25, 2016, to the Department's 2nd Notice of Deficiency dated October 4, 2016.

(8) Response letter from John R. Purves, Attorney at Law dated December 15, 2016, to the Department's 3rd Notice of Deficiency dated November 23, 2016.

(9) Compost Application for the County Conservation Company dated July 10, 1997.

(10) Amendment to the Gloucester County Solid Waste Management Plan Inclusion for the acceptance of potable water residue at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated May 10, 2010.

(11) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of recycling of asphalt shingles at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 2, 2009.

(12) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 6) for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 10, 2008.

(13) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 5) to be used as buffer for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated October 18, 2002.

(14) Gloucester County Solid Waste Management Plan inclusion of County Conservation LLC as a vegetative waste facility authorized to accept leaves, grass, brush, stumps, and logs, certified by the Commissioner of the Department of Environmental Protection on March 19, 1993.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132201 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A-3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A-3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A-3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A-3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A-3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A-3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A-3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A-3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3.10(b)2]

Subject Item: PI 132201 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code: 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A-3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A-3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A-3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A-3.13(a)7]

Subject Item: PI 132201 -

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A-3.13(a)8]

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A-3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A-3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

Subject Item: PI 132201 -

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3.17(b)]

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A-3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A-4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

Subject Item: PI 132201 -

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of the recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A- 3.8(c)]

42. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish elevation height of 16 feet above the existing grade for the unprocessed wood stockpile area, 25 feet above the existing grade for the processed wood stockpile area, 20 feet above the existing grade for the unprocessed and processed asphalt shingle stockpile areas and 30 feet above the existing grade for the unprocessed potable water residuals and 25 feet above the existing grade for the finished compost storage pile. [N.J.A.C. 7:26A- 3.5(e)]

43. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

44. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above. [N.J.A.C. 7:26A- 3.5(e)]

45. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

46. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited tothe following schedule:

    7:00 am to 6:00 pm, Monday through Friday.
    7:00 am to 5:00 pm, Saturdays. [N.J.A.C. 7:26A- 3.5(e)]

47. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

48. Metal pipe or metal rods or the equivalent as approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]

49. Ingress and egress of the facility shall be restricted to Blackwood - Barnsboro Road (County Route 603) only. [N.J.A.C. 7:26A-3.5(e)]

50. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

51. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

52. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]

53. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

54. The holder of the General Approval shall grade and maintain the facility to minimize the accumulation of ponded water in a manner that protects human health, safety, and the environment, and prevents detrimental conditions including, but not limited to, odors, mosquito colonization, or causes site materials to be tracked off-site. [N.J.A.C. 7:26A- 3.5(e)]

55. Initial soil modification and grading performed shall be in accordance with the approved Site Plan. Once original grading is complete, the composting area, Class B operational areas, related material staging/mixing areas and access road(s) shall be maintained for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

56. The following equipment or equivalent for grinding, screening, turning and coloring shall be available for site operations and shall be maintained in operable condition:

Volvo L-110, L-120 and L180 Wheel Loaders
Peterson 5710 Horizontal Grinder
McClusky R230 Shake Screen
Edge Conveyor
HYPAC Steam Roller
John Deere 850 Dozer
Hitachi 120 Excavator
Cat D400D Off Road Dump
DZ4000 Horizontal Grinder
Mobark 6600 Horizontal Grinder
McClusky 628 Colorizer
McClusky Stacker
1300 Boss Mobark Grinder
Doppstadt Screener
Wildcat 750 Compost Turner

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.
The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. The above information shall also be submitted via email to recyclingfacilities@dep.nj.gov. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

57. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: potable water treatment residuals, asphalt shingles, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood. [N.J.A.C. 7:26A-3.5(e)]

58. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

59. The recycling center may receive, store, process, or transfer source separated brush, trees, tree parts, tree stumps, and wood (unpainted and non-chemically treated) separately or in a commingled manner. In addition, the recycling center may receive, store, process, or transfer source separated asphalt shingles and potable water treatment residuals separately. The commingling of any other materials not described above is prohibited.

    Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. [N.J.A.C. 7:26A-3.5(e)]

60. The recycling center may receive no more than 260 tons per day of any one approved Class B recyclable material. However, the combination of all Class B materials accepted on a daily basis shall not exceed 500 tons per day. [N.J.A.C. 7:26A-3.5(e)]

61. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

62. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A- 3.5(e)]

63. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A- 3.5(e)]

64. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A- 3.5(e)]

65. The total amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 273,500 cubic yards (cy). This unprocessed materials stored on-site shall be stored only in those areas designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 273,500 cy, the facility shall immediately cease receiving this unprocessed material until the amount of the unprocessed material stored on-site falls below 273,500 cy.

    The total amount of unprocessed asphalt shingles (AS) stored on-site shall not exceed 30,000 cy. Unprocessed AS stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed AS stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on-site falls below 30,000 cy.

    The total amount of unprocessed potable water residuals (PWR) stored on-site shall not exceed 50,000 cy. The unprocessed PWR stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of PWR stored on-site exceeds 50,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on site falls below 50,000 cy. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

66. The total amount of unprocessed Class B recyclable material stored on-site shall not exceed 353,500 cy.

If at any time, the amount of unprocessed Class B material stored on-site exceeds 353,500 cubic yards, the recycling center shall immediately cease receiving any unprocessed material until the amount of unprocessed Class B material stored on-site falls below 353,500 cubic yards.

A fire lane of 25 feet shall be maintained between each unprocessed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

67. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]

68. The total amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 400,000 cubic yards (cy). If at any time, the amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 400,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 400,000 cy.

The total amount of processed asphalt shingles stored on-site shall not exceed 30,000 cy. If at any time, the amount of processed asphalt shingles stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 30,000 cy.

The unprocessed and processed Class B materials shall be stored separately from one another. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

69. The total amount of processed Class B recyclable material stored on-site shall not exceed 430,000 cubic yards. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawing.

If at any time, the amount of processed material stored on-site exceeds 430,000 cubic yards, the recycling center shall immediately cease processing activities until the amount of processed Class B material falls below 430,000 cubic yards.

A fire lane of 25 feet shall be maintained between each processed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

70. The following organic materials may be received and processed in the compost areas designated on the approved site plans at this recycling center as authorized in this general approval: Leaves, Grass and Wood Chips. [N.J.A.C. 7:26A-3.5(e)1]

71. The listed recyclable materials may be received in a commingled manner. Leaves may also be received commingled with brush, tree parts and/or tree stumps. [N.J.A.C. 7:26A-3.5(e)3]

Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

72. The recycling center may only receive a combined total of 120 trucks per day of Class C recyclable materials. [N.J.A.C. 7:26A-3.5(e)3]

73. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]

74. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]

75. Materials staging, inspection and processing shall be conducted only in areas designated for such staging, inspection and processing shown on the approved site plans. Each load shall be inspected in accordance with the inspection plan provided in the compost applicaiton for the recycling center. All contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the materials that are delivered to the facility are inspected and weighed in at the scale, windrow formation and grass processing operation must adhere to the following:

Within three calendar days of receipt, loads of leaves and/or wood chips shall be directed to the windrow areas as designated on the approved site plans. Leaves and wood chips shall be placed into windrows.

Loads of grass clippings shall be directed to the portion of the windrow areas designated for grass processing. Grass shall be incorporated within the windrows at a ratio of one part grass clippings to not less than three parts of partially decomposed leaves within the working day of receipt.

Loads of leaves commingled with brush, tree parts and/or tree stumps shall be directed to the windrow area and shall be processed by the appropriate equipment prior to being incorporated into the windrow. [N.J.A.C. 7:26A- 4.5(a)7, 14vi]

Subject Item: RCCG190748 - Yard Trimmings General Requirements

76. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A-4.5(a)3]

77. Class C recyclable materials shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]

78. All Class C recyclable materials delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that Class C recyclable materials in paper or biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]

Subject Item: RCCG190748 - Yard Trimmings General Requirements

79. If the incoming material contains grass, the material shall be accepted only in areas of the site that are at least 750 feet from any areas of human use or occupancy. Processing of such material shall begin on the same day of receipt. [N.J.A.C. 7:26A- 4.5(a)6,7]

80. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]

81. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]

82. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26A-4.5(a)10]

83. Within 30 days of ceasing operation, all residuals, unprocessed Class C recyclable material and recyclables shall be removed from the site and recycled or disposed as appropriate and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]

84. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

Subject Item: RCCG190749 - Yard Trimmings Composting

85. The recycling center operator shall attend a composting course sponsored by the Rutgers Cooperative Extension, the appropriate county agricultural or resource management agents or any other similar course recognized by the Department. Any operator hired subsequently shall attend a course within one year of being hired. [N.J.A.C. 7:26A-4.5(a)14i]

86. Prior to windrow formation, dry yard trimmings shall be moistened to saturation without producing excessive runoff. [N.J.A.C. 7:26A-4.5(a)14iii]

87. To facilitate drainage and to reduce surface water ponding, each windrow shall be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface. [N.J.A.C. 7:26A-4.5(a)14iv]

88. A windsock shall be installed at the recycling center in order to indicate wind direction so that the recycling center operator may determine appropriate times for windrow turning operations. [N.J.A.C. 7:26A-4.5(a)14v]

89. The recycling center shall follow the approved method of windrow composting defined in this general approval. [N.J.A.C. 7:26A-4.5(a)7, 14vi]

90. Finished compost shall be tested once each year, at a minimum, in accordance with the monitoring and sampling plan established in this general approval. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii]

Subject Item: RCCG190749 - Yard Trimmings Composting

91. Samples of the compost produced at the recycling center shall be analyzed each year for stability or maturity and pH, and once every five years for the following heavy metals on a dry weight basis: arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel and selenium. The five year cycle shall commence with the first samples being analyzed following issuance of this approval then every fifth year thereafter. [N.J.A.C. 7:26A- 4.5(a)14viii]

92. The laboratory used to perform the analysis of the finished compost product shall be certified in accordance with N.J.A.C. 7:18 for the equipment and testing procedures required. [N.J.A.C. 7:26A-4.5(a)14ix]

93. In addition to the record-keeping requirements of N.J.A.C. 7:26A-3.17, the holder of this general approval shall maintain a recycling center daily operations journal and shall include at a minimum the following:
i. Date of journal entry;
ii. Name of the recycling center;
iii. Name of operator;
iv. Name and title of the person responsible for journal entry;
v. Prevailing wind direction for the day;
vi. Description of any regrading activities conducted that day;
vii. Sketch of site including all windrows and identification of any piles including staging piles, curing piles and finished compost product piles;
viii. Identification of windrows tested for temperature and/or oxygen that day and results of the tests;
ix. Identification of windrows into which grass clippings mixed that day;
x. Identification of any new windrows;
xi. Identification of windrows that have been turned that day;
xii. Recording of the beginning and ending hours of windrow turning equipment as indicated on turning equipment hour meter for that day of usage. If the equipment hour meter is not working the information shall be noted in the daily journal. A letter or e-mail shall be sent immediately to the Department's Bureau of Solid Waste Compliance and Enforcement informing about the break down of the equipment hour meter and time frame to fix it;
xiii. The quantity and sources of Class C recyclable materials received expressed as cubic yards;
xiv. The quantity of disposed residue and sites to where the residue was shipped;
xv. Quantity of finished product shipped off-site; and
xvi. Results of compost analysis and name of certified laboratory that conducted analysis if received that day along with the compost test report laboratory reference number.

The journals shall be maintained on-site for a period of 5 years and made available on-site to the Deparment's personnel and forwarded upon request. [N.J.A.C. 7:26A- 4.5(a)14xii]

94. Compost given away or offered for sale by the recycling center must contain a label describing the recommended safe uses and application rates, and restrictions, if any, on use of the product. If compost is offered for bulk sale, signs or printed literature containing the above information shall be available on the bill of lading to the purchaser or persons receiving the compost. [N.J.A.C. 7:26A-4.5(b)1]

95. Compost given away or offered for sale shall satisfy the requirements established at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-4.5(b)2]

Subject Item: RCCG190749 - Yard Trimmings Composting

96. Windrow construction and reconstruction shall be conducted within the confines of the designated areas identified on the approved site plans. Expansion of such activities beyond the designated areas shall require the approval of the Department. The total length of all windrows at any given time shall not exceed 5,665 linear feet (approx.14,220 cubic yards) in area E, 3,710 linear feet (9,312 cubic yards) in area G and 3,550 linear feet (8,910 cubic yards) in area J. [N.J.A.C. 7:26A- 3.5(e)3]

97. All windrows shall be constructed (and reconstructed if necessary after turning) to a maximum height of six (6) feet in height with a corresponding base not to exceed a maximum of seventeen (17) feet in width. [N.J.A.C. 7:26A-4.5(a)14vi]

98. All windrows shall be turned with the Wildcat 750 Compost Turner. [N.J.A.C. 7:26A- 4.5(a)14]

99. Ample working space shall be maintained between windrows for turning purposes. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14vi]

100. After initial formation windrows shall be turned and reconstructed a minimum of once a week for the first month. During the remainder of the 12-month composting cycle, temperatrue and oxygen concentrations within the windrows shall be monitored, and futher turnings shall be scheduled to prevent temperatures from exceeding 140 degrees F and to prevent oxygen levels from dropping below five percent for prolong periods.

The holder shall measure core temperature and oxygen levels at approximately 250 feet intervals along each windrow every week and record the temperature and oxygen levels in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen levels measurements shall be taken within 20 feet from the ends of the windrow pile.

If grass clippigs are mixed into a windrow, for the first 30 days after grass clippings are mixed into the windrow the holder shall measure core temperature and oxygen levels at approximately 250 feet intervals along the windrow every other day and record the temperature and oxygen level in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen measurements shall be taken within 20 feet from the ends of the windrow pile. At the end of the 30-day schedule further turning shall be based on weekly monitoring only temperature not exceeding 140 degrees F.

If a temperature reading exceeds 140 degrees F or oxygen readings drops below 5%, the windrow(s) shall be turned by the end of the next business day. [N.J.A.C. 7:26A- 4.5(a)14vi]

101. Grass clippings shall be mixed with partially decomposed leaves and/or wood chips within the working day of receipt. Mixing shall occur at a ratio of one (1) part of grass clippings to not less than three (3) parts of partially decomposed leaves and/or wood chip material. The mixture shall be formed into windrows (hereinafter called Mixed Windrows). [N.J.A.C. 7:26A-4.5(a)7, 14vi]

102. Mixed Windrows may be used a maximum of two (2) times for mixing with grass clippings. The second mixing or application of grass clippings with semi-decomposed leaves shall occur no sooner than one month after the initial mixing. [N.J.A.C. 7:26A-4.5(a)14]

Subject Item: RCCG190749 - Yard Trimmings Composting

103. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]

104. When the holder of this general approval determines that material in windrows has reached steady state conditions based on results of temperature and oxygen monitoring, the material from the windrows may be screened. [N.J.A.C. 7:26A- 4.5(a)14]

105. For screening of the stabilized compost, a Trommel Screener, as listed in this approval shall be available at the site. Over-sized material from screening operations shall be stockpiled at the end of the day of screening only in those areas designated for such storage as shown on the approved site plan (area C1, windrow areas). The material shall be formed into "overs" storage windrows with a maximum height of twelve (12) feet and a maximum width of twenty-four (24) feet. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. The material contained in these "overs" piles can remain there for a period up to six (6) months and may be screened a second time during this period. No new material can be added to existing piles. After the second screening or at the end of six (6) months whichever comes first, remaining residue shall be placed in roll-off containers for disposal off site. [N.J.A.C. 7:26A-3.5(e)3]

106. Finished compost may be stockpiled only in those locations identified on the approved site plan. The height of the finished compost storage piles shall not exceed twenty five (25) feet. [N.J.A.C. 7:26A-3.5(e)3]

107. A minimum of one sample of compost product of sufficient size and of equal proportion shall be collected for every 1,000 cubic yards of compost product generated. [N.J.A.C. 7:26A-4.5(a)14viii]

108. A maximum of 10 samples of compost product may be composited into a representative sample. [N.J.A.C. 7:26A-4.5(a)14viii]

109. Each composite sample shall be placed in a non-metallic container and thoroughly mixed. [N.J.A.C. 7:26A-4.5(a)14viii]

110. A minimum of two subsamples of sufficient size and of equal proportion shall be extracted from each composite sample and placed in clean plastic containers. The containers shall then be sealed. One subsample shall be sent to a laboratory for analyses. The second subsample shall be retained at the site so that the Department may conduct follow-up analyses when necessary. The subsample retained shall be clearly marked for identification and stored at the site using proper preservation techniques for a period of 180 days from the date the composite sample is transferred to the laboratory for analyses. [N.J.A.C. 7:26A-4.5(a)14viii]

111. A copy of the analytical results shall be submitted to the following address within ten (10) days of receipt by the holder of the laboratory results: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A-4.5(a)14viii]

112. Compost stockpiles shall remain on site until the associated analytical results are received by the recycling center and a determination is made whether the finished product meets the required criteria set forth at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG190749 - Yard Trimmings Composting

113. Material sampling methods, sample preservation requirements, sample handling times and decontamination procedures for field equipment shall conform to applicable industry methods as specified in the NJDEP Field Sampling Procedures Manual. [N.J.A.C. 7:26A-4.5(a)7]

114. The holder of this general approval shall inspect the site weekly for ponded water and rut formation and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]

115. The holder of this general approval shall inspect the site periphery weekly for discharge of leachate and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]

116. The holder of this general approval shall inspect the surrounding area daily (Monday through Saturday) in the vicinity of the recycling center, to detect odors emanating from the operation and record the findings in the recycling center operations journal. The Department may revert to daily inspections (Monday through Saturday), provided odor complaints have been registered with State, county, or local health/environmental agencies and provided that no official notification has been made to the holder of this general approval. [N.J.A.C. 7:26A- 3.5(e)3]

Article 3.09
Equipment List SEE ATTACHED

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

EQUIPMENT

LOADERS

EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	START DATE	MATURITY
1201L	2012	JOHN DEERE	644K	[redacted]	RWP	EB			
1607L	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	**5/1/2022**
1608L	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	**5/1/2022**
1909	2019	CASE	921G		NCC	KY	LEASE		**12/20/2022**
1910	2019	CASE	821G		NCC	KY	LEASE		**12/20/2022**
1911	2019	CASE	821G		NCC	BR	LEASE		**12/20/2022**
1912	2019	DOOSAN	DL300-5		NCC	CR	LEASE	6/20/2019	6/20/2022
1913	2019	DOOSAN	DL300-5		NCC	ST-BP	LEASE	6/20/2019	6/20/2022
1914	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1915	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1916	2020	DOOSAN	DL350-5		NCC	ST	LEASE		
1917	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1918	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1919	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1920	2020	DOOSAN	DL300-5		NCC	CR	LEASE		
1921	2020	DOOSAN	DL300-5		NCC	WO	LEASE		
1922	2021	DOOSAN	DL300-6		NCC	WO			
1923	2021	DOOSAN	DL300-5		NCC	KY	LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE		
	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE		

EQUIPMENT 2022

EXCAVATORS										
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
27EX	2005	[redacted]	PC2006C-6LE	KOMATSU	RWP	BK	30,000.00			
157EX	2,019.00		DX225LC-5	DOOSAN	NCC	CR		LEASE	43,636.00	36 MONTHS
158EX	2019		DX225LC-5	DOOSAN	NCC	KY		LEASE		
159EX	2019		DX225LC-5	DOOSAN	NCC	WO		LEASE		
160EX	2019		DX300LC-5	DOOSAN	NCC	ST		LEASE		
161EX	2016		DX225LC-5	DOOSAN	NCC	BR		LEASE		
162EX	2020		DX225LC-5	DOOSAN	NCC	ST		LEASE		
	2021		DX350LC-5	DOOSAN	NCC	QUARRY		LEASE		
DOZERS										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
143D	2001		850C	JOHN DEERE	RWP	ST	35,000.00			
E502			850J	JOHN DEERE	RWP	ST	117,000.00	OWNED	6/21/2019	N/A
HAUL TRUCK										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
				HIDREMA	NCC	ST				

EQUIPMENT WITH PERMITS

SCREENERS		
EQUIPMENT #	YEAR	VIN OR SERIAL #
D1	2017	[redacted]
D2	2017	
	2016	
	2016	

COLORIZERS	
EQUIPMENT #	YEAR
1315	2003
C1	2017
C2	2018
C3	

STACKING CONVEYORS	
EQUIPMENT #	YEAR
FC1	2006
FC3	2007
FC4	2007
FC5	2008
FC6	2008
FC7	2008
EDGE	2018
EDGE	2017

COMPRESSORS	
EQUIPMENT #	YEAR
1	2002
2	2002
3	2012

ROCK CRUSHER	
EQUIPMENT #	YEAR
ROCK CRUSHER	2018

SORTING EQUPT.	
EQUIPMENT #	YEAR
SORTING BELT	2019

BALER #	
EQUIPMENT #	YEAR
VANDYK	
BAGGER W/ROBOT	
BAGGER W/ROBOT	

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
SM-720	DOPPSTADT	RWP	KY	FINANCE	2/22/2023	$ 225,000.00	
SM-720	DOPPSTADT	RWP	ST	FINANCE	2/22/2023	$ 225,000.00	
QE341 / 44621754	SANDVIK	NCC	QUARRY				
QE341 / 44622397	SANDVIK	NCC	KY				

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
MS XXL-S	FINLAY (COLORIZER)	RWP	WO			$ 60,000.00	N/A
628	MCCLOSKEY	RWP	ST	FINANCE	7/1/2022	$ 250,000.00	265000
628	MCCLOSKEY	RWP	CR	FINANCE	2/22/2023	$ 250,000.00	265000
516	MCCLOSKEY		WO				

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
M-100 FT	FINLAY	RWP	ST			$ 35,000.00	
832M-100	FINLAY	RWP	ST			$ 35,000.00	
832M-100	FINLAY	RWP	CR			$ 35,000.00	
832M-100	FINLAY	RWP	ST			$ 35,000.00	
832M-100	FINLAY	RWP	CR			$ 35,000.00	
832M-100	FINLAY	RWP	WO			$ 35,000.00	
156540	EDGE	NCC	QUARRY			$ 76,000.00	$ 80,000.00
158040	EDGE	NCC	QUARRY				

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
P185WJD	INGERSOLL-RAND	RWP	CR			$ 7,000.00	
P185WJD	INGERSOLL-RAND	RWP	SB			$ 7,000.00	
P185WYM-T4I	DOOSAN 185	NCC	QUARRY			$ 7,000.00	

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
QJ341 / C5901773	SANDVIK	RWP	ST			$ 510,000.00	$ 550,000.00

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
SS 603	JD CONVEYORS		ST			$ 112,000.00	$ 112,000.00

MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
HBC-110		ST	ST			200,000.00	322,850.00
			ST			750,000.00	
			ST			750,000.00	
						$ 3,639,000.00	

TRUCKS

PLATE#	TRUCK #	YEAR	MAKE	MODEL	VIN NUMBER	LOCATION	LOAN TYPE		MATURITY
AN567V	2064	2006	KENWORTH	T300	[redacted]	DARWIN			
AT716D	1508	2016	KENWORTH	W900		ST- WALTER	FINANCE		3/11/2021
AU147M	1511	2019	KENWORTH	T880		RAFAEL	FINANCE		6/1/2023
AU148M	1512	2019	KENWORTH	W900		WILLIE	FINANCE		6/1/2023
XCEK65	1509	2015	FORD	F350		WELDER/GEORGE	FINANCE		12/15/2020
XEVU62	1510	2016	FORD	F250		SANTOS	FINANCE		12/29/2021
NEW	1518	2021	Kenworth T880				LEASE	BLACK	
NEW	1519	2021	Kenworth T880				LEASE	BLACK	
NEW	1521	2021	Kenworth T880				LEASE	BLACK	
NEW	1520	2021	Kenworth T880				LEASE	BLACK	
NEW	1522	2021	Kenworth T880				LEASE	BLACK	
NEW	1514	2020	Kenworth T880 / with American Roll-off body SN:				FINANCE	BLACK	12/3/2024
NEW	1515	2021	Kenworth T880 / with American Roll-off body SN: 107829				LEASE	BLACK	
NEW	1516	2021	Kenworth T880 / with American Roll-off body SN: 107830				LEASE	BLACK	
NEW	1517	2021	Kenworth T880 / with Heritage Body SN: HS-4783				LEASE	RED	
AX97OH	1528	2022	KENWORTH						

PICK-UP TRUCKS

XKVJ99	1523	2022	FORD - WHITE	2022 - F250		SNOW			
XKVJ98	1524	2022	FORD - WHITE	2022 - F250		SNOW			
XKVJ97	1525	2022	FORD - WHITE	2022 - F250		SNOW			
XJXJ19	1526	2020	FORD - WHITE	2020 - F250		RAY			
XKVJ89	1527	2021	FORD - WHITE- SERVICE TRUCK	2021 - F250		SANTOS			
XEKZ78	1529	2016	DODGE RAM	2016 - RAM		ELMER			
XKVK10	1530	2021	FORD - WHITE	2021 - F150		ALEX			

TRAILERS

							MATURITY	
FB 3		1R1F04527KE890240	TVD47T	RAVENS		1989		RENE
RW1801	2018	1E1U2X281JR062787	TUU-99L	EAST		2018	6/1/2023	WILLIE
RW1802	2018	1E1U2X281JR062790	TUU-98L	EAST		2018	6/1/2023	RAFAEL
W4592		5MAMN45278C014209	TEE-80N	MAC		2007	03/31/23	CORY
W4595		5MAMN45278C014212	TEE-77N	MAC		2008	03/31/23	JOSE
W659		5MAMN48276C010654	TCX-67B	MAC		2006	03/31/22	
W662		5MAMN48216C011542	TDG-53D	MAC		2006	03/31/22	
RW45024		1JJV452B1KL132604	TAE-29H	WABASH		1989	03/31/20	
RW45085		1VVVW482951009652	TEE-62J	VANCO		1995		
RW45007		151257452ND345008	TTB-56M	STRICK		1992	03/31/22	
L100	•	40F5K574X71027216	TDP-72W	TALBERT		2007	03/31/20	WALT
L200	2021	57JE52300M35A00126	TYE-92Z	FONTAIN		2021		
T9	•	1R1D03625YJ500168	TEB-80N	RAVENS		2000	03/31/20	WALT
T15		1R1D13620YJ100158	TEB-81N	RAVENS		2000	03/31/18	RANDY
T27		1T9DA3888J1066186	TJN-54K	TRAILSTAR		2001	03/31/19	
T12		1R1D03627XJ099124	T37-F4P	RAVENS		1999	03/31/17	DOUG

QUARRY

EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	DATE
SCREENER	2020	SANDVIK	QA451	[redacted]	NCC	QUARRY		
SCREENER	2021	SANDVIK	QE442		NCC	QUARRY		
SCREENER	2016	SANDVIK	QE341/ 4462175		NCC	QUARRY		
SCREENER	2021	MCCLOSKEY	512A		NCC	QUARRY		
COMPRESSOR	2012	441899UFWD76	P185WYM-T4I		NCC	QUARRY		
EXCAVATOR	2021	DWGCECEBVL1020513	DX350LC-5		NCC	QUARRY		LEASE
LOADER	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE	
LOADER	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE	
STACKER	EDGE	2018	18TS6540585		EDGE	RWP	ST	
STACKER	EDGE	2017	17TS8040616		EDGE	NCC	QUARRY	

GRINDERS											
EQUIPMENT #	YEAR	MAKE	MODEL	ENGINE	HP	ENGINE SERIAL NUMBER	Engine Overhaul	LOCATION	HOURS	CURRENT BOOK VALUE	PRUCHASE VALUE
39G	2013	DIAMOND Z	DZH 7000- 39	CAT C32	1200	TLD00215	10/26/2020	SPARTA	2995	$ 600,000.00	$ 970,000.00
40G	2013	DIAMOND Z	DZH 7000- 40	CAT C32	1200	TLD00983		WEST ORANGE	3291	$ 600,000.00	$ 970,000.00
41G	2013	DIAMOND Z	DZH 7000- 41	CAT C32	1200	TLD01175		5B	2978	$ 600,000.00	$ 970,000.00
131G	2006	DIAMOND Z	1463-131	CAT C32	1200	TLD00992	12/25/2020	CRANBURY	983	$ 250,000.00	$ 795,000.00
189G	2006	DIAMOND Z	1463B- 189	CAT 3412	1000	BDT04435		KEARNY	9749	$ 250,000.00	$ 795,000.00
199G	2007	DIAMOND Z	1463B- 199	CAT C32	1200	TLD00208	9/27/2021	KEARNY	9535	$ 250,000.00	$ 795,000.00
6000G	2008	DIAMOND Z	DZH 6000-1	CAT C27	1000	TWM00715		CRANBURY	4176	$ 400,000.00	$ 830,000.00
4000TK-26	2014	DIAMOND Z	DZH-4000TK-26	C18	860	WRH05678		BRIDGEWATER	4577	$ 415,000.00	

Marketing Services

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, the general public, civic groups, etc. The Company has a customer base of over 500 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the product produced and will facilitate a successful operation. The uses for the product include the following: fertilizer supplement, soil aeration, top dressing, new athletic fields, growing medium, moisture retention, erosion repair, decorative cover, slope stabilization and land reclamation.

The greatest demand for the product is in growing suburban areas. The product is sold in the marketplace as a soil amendment for outdoor applications. The compost is presently sold in bags and bulk form.

Educating the public about the benefits of using yard waste compost and mulch is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program, designed to increase demand for yard waste compost has been designed that clearly states the importance of adding organic material to soils, in addition to nutrients.

Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner.

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location:

West Orange Recycling Center is a NJDEP Class A, B and C exempt recycling facility located at 590 Mount Pleasant Avenue, West Orange NJ 07052

B. Response Time:

- Emergency Calls are handled through the West Orange Police Dispatch Phone#911 which is manned 24 hours a day.
- West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area.
- The facility is served by the following firehouse: 280 Pleasant Valley Way, West Orange, NJ the response time is 10 Minutes to the facility. Phone #911

C. Fire Prevention:

- The facility gate will be secured to limit unauthorized entry to the storage areas. Authorized Bridgewater personnel will have 24/7 access to the facility
- The equipment will be maintained and operated in a safe and careful manner.
- The facility personnel will participate in safety instruction and exercises. Safety training will occur on a bi-annual basis and when new employees are hired.
- Smoking will be prohibited. No smoking signs will be maintained on site.
- Vehicle traffic will be limited in the wood storage areas.
- No flammable or combustible materials will be stored near the wood storage area.
- Fire extinguishers will be maintained and available in the proximity to the wood and other combustible materials area. Each piece of equipment on site will have a minimum of a 20lb ABC type fire extinguisher and two of the same type extinguishers will be kept 1 each in the maintenance trailer and the office. The facility shall have spare extinguishers on site at all times of the same type and quantity for the equipment and facility.
- If a fire should occur, contact one of the emergency phone numbers listed below and equipment operators will be dispatched.

D. Emergency Contacts:

- Mike Mitchell cell 201-731-1131
- Eddie Depaz cell 201-268-9421
- Alex Badamo cell 201-568-3256

Section 5: Employee information report

Business Registration Certificate

Certification 71705

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2023 to 15-SEP-2026

NATURE'S CHOICE NJ LLC
1106 MILLSTONE RIVER RD
HILLSBOROUGH NJ 08844

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NATURE'S CHOICE NJ LLC
Trade Name:	
Address:	1106 MILLSTONE RIVER ROAD HILLSBOROUGH, NJ 08844-0884
Certificate Number:	2887057
Effective Date:	August 11, 2023
Date of Issuance:	August 16, 2023

For Office Use Only:

20230816074336582

Section 6: BID Bond

Consent of Surety

Insurance Certificate

Bond No. 873944

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Nature's Choice NJ, LLC the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Township of West Orange, 66 Main St., West Orange, NJ 07052, the Obligee, in the penal sum of Ten Percent of the Total Price Bid; Not to Exceed Twenty Thousand and 00/100 Dollars (10% TPB; NTE $20,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Operation of the Township of West Orange Recycling Center, 590 Mt Pleasant Ave, West Orange, NJ for Class B, Exempt Woods Class C, Exempt Compost Operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 7th day of February, 2024.

Nature's Choice NJ, LLC
Principal

By: X Steven R Carn
Steven R Carn

Witness: Matthew Vastano
Matthew Vastano

Evergreen National Indemnity Company
Surety

By: Julie K Bowers
Julie K Bowers, Attorney-In-Fact

Witness: Lillian Pezzano
Lillian Pezzano, Witness

BOND UNDERWRITER: Evergreen UNI, LLC
6150 Oak Tree Boulevard, Suite 440, Independence, Ohio 44131
PHONE: (440) 995-5100, FAX: (440) 995-5111

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **7th** day of **February**, **2024**.

_____
Wan C. Collier, Secretary

State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **12750**

THIS IS TO CERTIFY THAT THE **EVERGREEN NATIONAL INDEMNITY COMPANY,** HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines
11 - Other Liability
13 - Fidelity and Surety
16 - Glass
05 - Inland Marine
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage

MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE



Evergreen National Indemnity Company

Certificate

2022

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	37,465,662
Reinsurance Assumed	2,510,439
Reinsurance Ceded	(23,071,703)
Net Written Premium	16,904,398
Change in Unearned	(87,859)
Net Earned Premium	16,816,539
Losses & LAE Incurred	3,514,447
Net Commission Expense	6,711,258
Other Expenses	4,392,816
Underwriting Gain/ (Loss)	2,198,018
Net Investment Income	2,249,785
Net Realized Capital Gains (Loss)	130,133
Other Income/ (Expense)	6,053
Income Before FIT	4,583,989
Federal Income Tax	778,092
Net Income	**3,805,897**

Balance Sheet

Assets	
Invested Assets	60,331,980
Uncollected premium and agents' balances	1,322,166
Reinsurance Recoverable	227,141
Other Assets	280,277
Total Assets	**62,161,564**
Liabilities & Surplus	
Unearned Premium Reserve	7,469,996
Loss & LAE Reserves	6,623,014
Ceded Reinsurance Payable	2,738,823
Amounts retained for others	1,607,393
Other Liabilities	2,731,838
Total Liabilities	**21,171,064**
Surplus	**40,990,500**
Total Liabilities & Surplus	**62,161,564**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2022.

David A. Canzone, Treasurer

Article 3.10

Consent of Surety #873944
To Accompany Proposal

Evergreen National Indemnity Company (hereinafter called Surety), organized and existing under the laws of The State of Ohio and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certified and agrees that if the contract for which that attached Proposal is made be awarded to Nature's Choice NJ, LLC (hereafter called Contractor) for the performance of certain work or supplying of certain materials, or both, as more particularly set forth in said Proposal and described for purposes of this instrument as a Proposal for

Operation of Township Recycling Center to the ***TOWNSHIP OF WEST ORANGE*** and if Contractor shall enter into the contract with a bond in the full amount of the contract price.

Evergreen National Indemnity Company
(*Name of Insurance Company*)

6150 Oak Tree Blvd., Suite 440, Independence, OH 44131
(*Address*)

Julie K Bowers

Julie K Bowers, Attorney in Fact
(*Signature Attorney-In-Fact for Insurance Company*)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **7th** day of **February**, **2024**.

_____
Wan C. Collier, Secretary

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: County of Hudson
(Owner)

Re: Nature's Choice NJ, LLC
(Contractor)

Leaf Disposal and Recycling Servies for Hudson County Parks
(Project Description)

This is to certify that the Evergreen National Indemnity Company
(Surety Company)

will provide to County of Hudson (Owner) a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Nature's Choice NJ, LLC
(CONTRACTOR)

Evergreen National Indemnity Company

Julie K Bowers
(Authorized Agent of Surety Company)
Julie K Bowers, Attorney in Fact

Date: January 17, 2024

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873950

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **17th** day of **January**, **2024**.

_____
Wan C. Collier, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	CONTACT NAME: PHONE (A/C, No, Ext): 800-350-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS:
INSURED TASRECY-01 Compost 360 Acquisition Parent LLC Nature's Choice NJ LLC 1106 Millstone River Road Hillsborough NJ 08844	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Nautilus Insurance Company 17370 INSURER B : Great Divide Insurance Company 25224 INSURER C : Selective Fire & Casualty Insurance Company 14377 INSURER D : New Jersey Manufacturers Insurance Co 12122 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 317316166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		GSP2032086-13	5/15/2023	5/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2032087-13	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FFX2032088-13	5/15/2023	5/15/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			W39108-6-23	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipment			S2388325	5/15/2023	5/15/2024	Maximum Any One Item	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured Forms: (On Going Ops) - #GSP7005 | (Completed Ops) - #GSP7106
Township of West Orange is included as Additional Insureds with respects to the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Township of West Orange
66 Main Street
West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kristina L Winterfeldt

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Section 7: Site Improvement Description

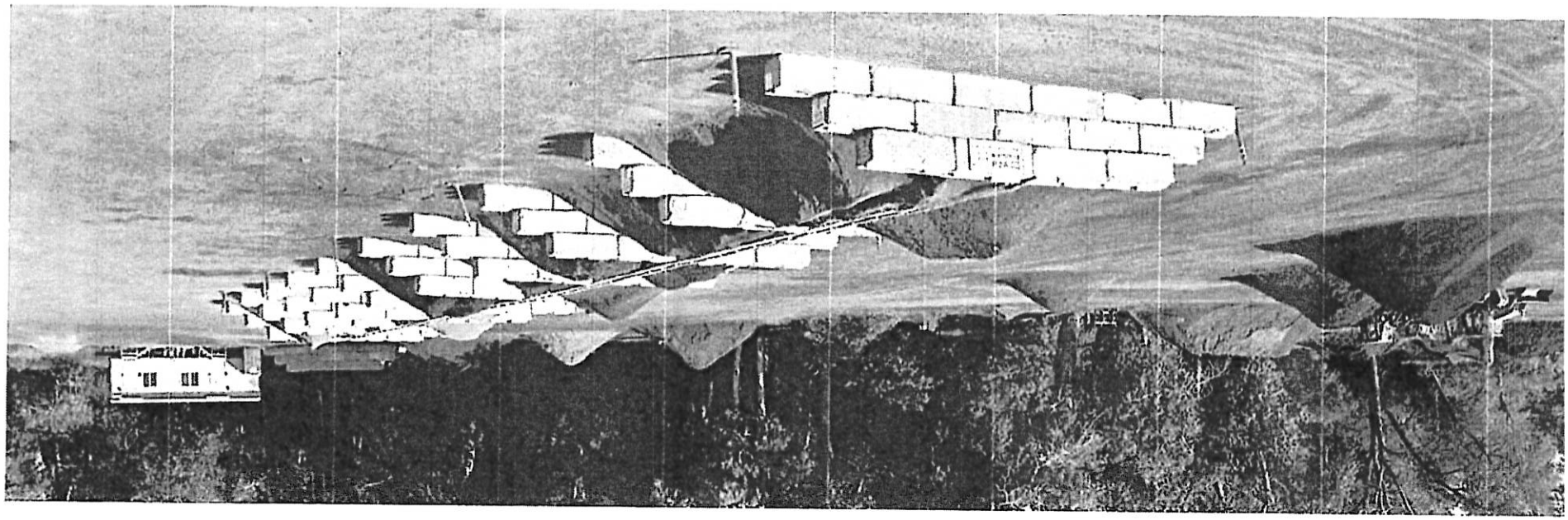
Proposed Site Plan Improvement and Layout

Oder Control System

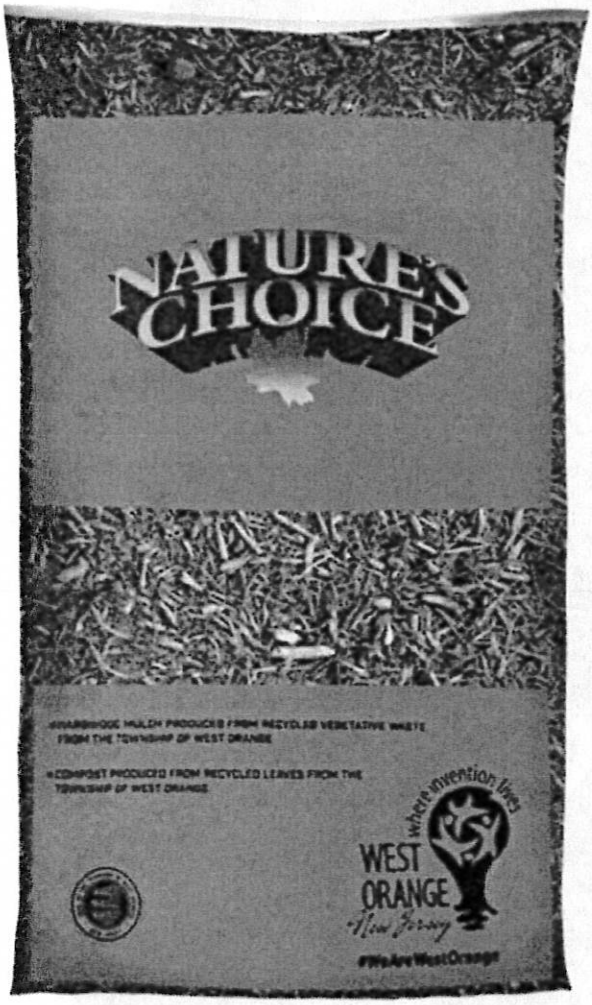
Odor Control Neutralizing Agent

Site Improvement Description

- Re- Landscape entrance to the facility improving screening from the public.
- Mill and re-pave approximately 10,000 square feet of the entrance and road entering the facility.
- Reconstruct and enhance Class A, B, and C residential drop-off area.
- Improve and create better signage at the Class A convenience center.
- Re-grade Class B facility for better vehicle access.
- RE- Grade and clean up berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.
- Re- Grade Berm at the center of the facility improve planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B &C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.
- Improvement to Drainage control features to realize Best Management Practices for storm water. Grade Class C area to improve drainage. Update Drainage outlets replacing Stone and Compost socks maintain and clean out Drainage swales.
- Nature's Choice has a bagging facility at its Sparta location. We will bag West Orange Mulch and make it available to sell at the facility for a price of $3.00/bag. The Township of West Orange will keep 100% of the revenue produced from the bag sales (please see enclosed draft bag design). Nature's Choice will supply 10,000 bags.
- Install New Fire Hydrant at the replacing existing Hydrant

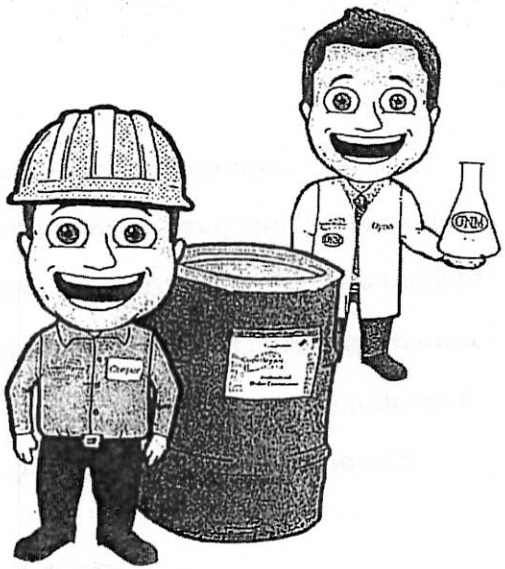


Nature's Choice will provide 10,000 bags to the Township of West Orange indicating that the material was recycled from West Orange vegetative waste and recycling facility. Bags have a retail value of $3.00 per bag. West Orange can distribute the bags as the Administrator sees fit (i.e. giveaways or sold to pubic and private entities).

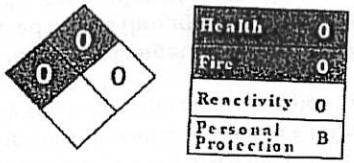


260
JOHN DEERE

- Non-Toxic
- Non-Irritating
- Laboratory Validated
- Scientifically Developed
- Patented Green Technology
- No Hazardous Air Pollutants
- No Volatile Organic Compounds



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contact us at info@odornomore.com

ONM
Odor-No-More®

Odor-No-More, Inc.
14921 Chestnut Street
Westminster, CA 92683

Members

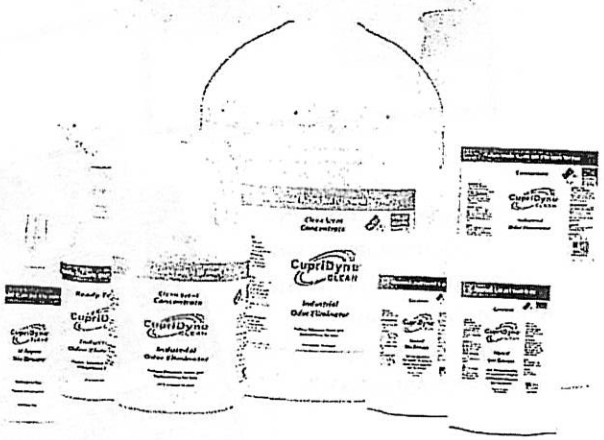
National Waste & Recycling Association
Collect. Recycle. Innovate.

SWANA® Solid Waste Association of North America

CupriDyne® CLEAN

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

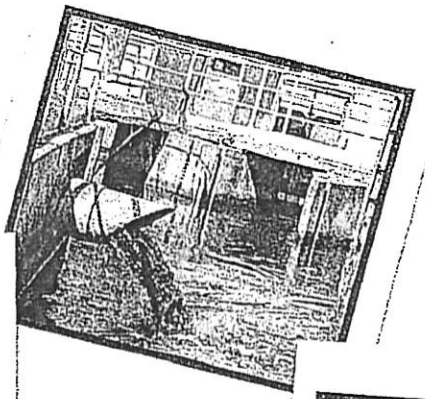
CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.



CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

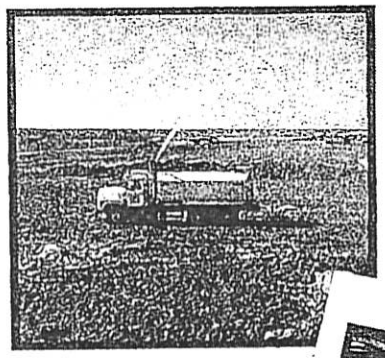
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

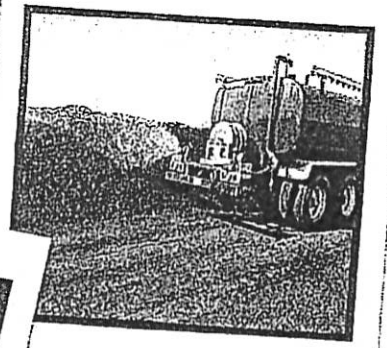
- FL. Landfill Operation



"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

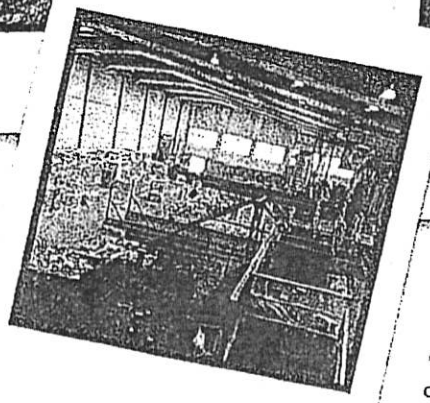
- CA. Wastewater Plant





"A 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."

- CA. Transfer Station



"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."

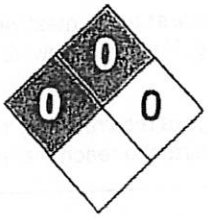
- NY Compost Facility

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 Avaiable

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 “A”

Request for Proposal

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey

For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center For
Electronics, Scrap Metal, Tires and Class A Recyclable Materials

Due Date
February 7, 2024 at 3:30pm

The Township of West Orange
Panayiota *Reynolds*
Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052

Section 1.0- General Description

	Public Notice
1.01	General Description
1.02	Preparation, Submission and Opening of Proposals
1.03	Authorization to do Business in New Jersey
1.04	Qualifications
1.05	Familiarity with the Work
1.06	Interpretation of Documents
1.07	Cause of Rejection
1.08	Award of Execution of Contract
1.09	Insurance
1.10	Proposal Security
1.11	Consent of Surety, Performance and Payment Bond
1.12	Contract Documents
1.13	Operations and Marketing
1.14	Proposal Form
1.15	Compliance with the New Jersey Prevailing Wage Act
1.16	Disputes Under the Contract
1.17	Affirmative Action Requirements
1.18	Historical Recycling Quantities
1.19	Site Improvement Plan
1.20	Timeline of Important Dates

Section 2.0- Technical Information

2.01	Definitions
2.1	Scope of Work- Overview and Summary
2.2	Site Conditions
2.3	Administration of Contract
2.4	Hours of Operation
2.5	Site Access by the Township and its Agents
2.6	Acceptable Materials
2.7	Prohibited Materials
2.8	Sources of Materials
2.9	Fees Charged to Users
2.10	Marketing of Recyclable Materials
2.11	Permits
2.12	Materials to Township
2.13	On Site Improvements and Site Preparation
2.14	Work to be Performed
2.15	Utilities
2.16	Accident Reporting
2.17	Record Keeping
2.18	Regulatory Oversight by West Orange
2.19	Liquidated Damages and Payments

2.20 Reporting of Recycling Convenience Center Activity
2.21 Changes to Operating Procedures
2.22 Termination
2.23 Operator Non- Performance
2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

3.01 Statement of Ownership Disclosure
3.02 Affidavit of Authorization for Contract
3.03 Market Capacity Affidavit
3.04 Moral Integrity Affidavit for Contract
3.05 Non-Collusion Affidavit
3.06 Subcontractor Use Form
3.07 Experience Statement
3.08 Qualifications of Personnel
3.09 Equipment List (in a form to be supplied by responding party)
3.10 Consent of Surety
3.11 Affirmative Action Requirements
3.12 American with Disabilities Act of 1990 Requirements
3.13 American with Disabilities Act of 1990 Affidavit
3.14 Proposal Form
3.15 Revenue Sharing Proposal Form
3.16 Respondent Proposal Form (signature page)
3.17 Disclosure of Violation Form
3.18 Disclosure of Political Contributions
3.19 Disclosure of Investment Activities in Iran
3.20 Equipment Dedication Affidavit
3.21 Proposal Bond Form (in a form to be supplied by responding party)
3.22 Acknowledgement of Receipt of Addenda/Addendum
3.23 NJ Business Registration Certificate

Appendices - Facility Site Plan, and Site Improvement Plan and Layout – (to be supplied by responding party)

Appendix "A" Current Facility Site Plan (Supplied by the Township/Owner)
Appendix "B" Site Improvement Plan and Layout (in a form to be supplied by responding party)

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT
January 19, 2024

NOTICE OF PROPOSAL
The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.**

The submission date is **Friday, February 7, 2024 at 3:30 pm,** proposals received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to preynolds@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, Attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified in the Council Chambers located at. 66 Main Street, West Orange, NJ 07052. Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

Each proposal must be accompanied by a proposal bond or cashier's check for 10% of proposal amount, not to exceed $20,000.00 and a Consent of Surety to provide a performance bond for $500,000.00. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), are required to comply with the requirements of Mandatory Equal Employment Opportunity Language N.J.S.A.10:5-31et seq., N.J.A.C. 17:27-1.1 et seq. and NJ Contractor Business Registration Certificate N.J.S.A.52:32-44.

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center for Electronics**,** Scrap Metal, Tires and Class A Recyclable Materials

1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **May 1, 2024** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- Proposal Documents for Operation of Township of West Orange Recycling Center
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers

1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- Statement of Ownership Disclosure (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Market Capacity Affidavit (See Section 3.03)
- Moral Integrity Affidavit (See Section 3.04
- Non-Collusion Affidavit (See Section 3.05)
- Subcontractor Use Form (See Section 3.06)
- Experience Affidavit (See Section 3.07)
- Personnel Affidavit Including All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party). (See Section 3.08)
- Equipment List (in a form to be supplied by responding party) (See Section 3.09)
- Consent of Surety (See Section 3.10)
- Affirmative Action Requirement (See Section 3.11)
- Americans with Disabilities Act of 1990 Affidavit (See Section 3.13)
- Proposal Forms (See Section 3.14 and 3.15)
- Respondent Proposal Form Signature Page (See Section 3.16)
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.17)
- Disclosure of Political Contributions (See Section 3.18)
- Disclosure of Investment Activities in Iran (see Section 3.19)
- Equipment Dedication Affidavit (See Section 3.20)
- "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed $20,000.00 (in a form to be supplied by responding party) (See Section 3.21)
- Acknowledgement of Receipt of Addenda/Addendum (See Section 3.22)
- NJ Business Registration Certificate (See Section 3.23)
- Facility Site Plan (See Appendix "A")

- Detailed Facility Site Plan Improvements and Layout (See Appendix "B") (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.

1.03 ***Authorization to do Business in New Jersey***

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 ***Qualifications and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.

1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;

- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, laws and regulations during the operation of the facility.

1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.

1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.

1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

1.07.1.1 Not fully responsive to the RFP
1.07.1.2 Inability to qualify or perform the specified work

1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.

1.08 ***Award and Execution of Contract***

1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.

1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these Proposal documents. In addition to the Proposer's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's Proposal with respect to the following items:

Cost Criteria

1) Revenues to be received or cost to be paid.

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.
(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.
   (1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?
   (2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.
3) Qualifications of staff to be assigned the work
   (1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?
   (2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.
4) Violations, Fines, Notices of Violations history from any governmental agency
   (1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?
   (2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work
   (1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?
6) Detailed site improvement plan
   (1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost
2. Experience of Respondent
3. Qualifications of Staff
4. Violations, Fines, Notices of Violations
5. Equipment
6. Detailed Site Improvement Plan

1.08.4 Any Proposal submitted shall be for a three (3) year contract to commence March 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year.

1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.

1.09 ***Insurance***

1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.

1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 ***Proposal Security***

1.10.1 Each proposal must be accompanied by a Proposal security in the form of a cashier's check from the Respondent, or a "Proposal bond" supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the Proposal security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed $20,000.

1.10.2 The Proposal security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).

1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The Township of West Orange shall have final approval over any changes in site management.

1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

1.14 ***Proposal Form***

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or be typewritten. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.14.4 The Proposal Form includes a Base Proposal. The Base Proposal is for the operation of the Recycling Center for Class B, Exempt Wood, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Proposal includes the site improvements necessary for all three operations, including additional site vegetative screening, and landscaping being included by the Proposer.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this Proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 ***Disputes Under the Contract***

1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as outlined in Section 3.11.

1.18 ***Historical Recycling Quantities***

The most recent recycling activity on this site is outlined below:

Class C Incoming Material – 2022 – 28,484 cubic yards
Class C Outgoing Material – 2022 – 19,542 cubic yards
Class B Incoming Material – 2022 – 62,938 cubic yards
Class B Outgoing Material – 2022 – 48,632 cubic yards

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of

New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 *Timeline of Important Dates*

DATE	EVENT
January 24, 2024 by 4:00pm	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com.
January 25, 2024	Responses to questions concerning this Request for Proposal will be posted on the Township of West Orange Website at www.westorange.org/bids
February 7, 2024 at 3:30pm	Proposals must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
May 1, 2024	Contract between winning Proposer and Township of West Orange will commence.
November/December ,2026	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
May 1, 2027	First additional one-year contractual period commences if Township exercises its option.
November/December 2027	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
May 1, 2028	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

"Class A recyclable material" shall mean those materials outlined within this RFP.

"Class B exempt wood waste operation" shall mean the area designated as a Class B processing area on the site plans in Appendix "A". This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

"Class B recyclable material" means branches, woody plants wood chips from tree parts, tree parts and brush processed on the site.

"Class B Transfer Operation" shall mean the transfer of Class B material under the Exemption granted pursuant to exemption # 5 for tires.

"Class C exempt compost operation" shall mean the area designated as a Class C processing operation on the site plan in Appendix "A." The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than de minimis quantities incidentally found in the collection of leaves under any circumstances.

"Class C recyclable material" means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

"Class C Transfer Operation" shall mean the requirements outlined in Exemption #19, Leaf transfer activity.

"Electronic Waste" means computers, monitors, laptops, portable computers, desktop printers, desktop fax machines and televisions as defined in N.J.S.A. 13:1E-99.95 and other electronic items connected with a chord.

"Environmental Compliance Officer" shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

"Gross Revenues "shall mean the fees paid to the operator for the receipt of leaves, brush, logs and trees and tree parts in addition to the wholesale and retail sales of blended soils, finished compost, decorative stone, mulch of all grades and landscape supplies.

"Law" shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

"Operating Schedule" shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no

circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

"Recycling Market" shall mean an end market whereby Recyclable Materials are returned to the economic mainstream for processing and manufacturing into new products or are sold for final use.

"Recycling Convenience Center" shall mean that area designated on the site plan in Appendix "A.". The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

"Sand and Clean Fill" shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

"Site" shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue, West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

"Site Improvement" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

"Tires" shall mean passenger automobile tires that are removed from the rim upon receipt at the facility.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township's Recycling Convenience Center and to operate the Township's exempt Class B-Wood and the Township's exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility including tires.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3.

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township. Any permits that may be required are the sole responsibility of the Operator

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency including, but not limited to any violation of law governing this site shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, legal expenses, attorney's fees, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility "As Is" and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix "A."

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

	Monday – Friday	**Saturday**	**Sunday & Holidays**
Site Operation Component Recycling Convenience Center	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed
Class B	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING OR WINDROW TURNING	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.

2.6.1(b) Class C recyclable material consisting of leaves.

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Plastic Containers #1, #2 and #5
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1. The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than de minimis quantities incidentally found in the collection of Class B and Class C materials .

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all

Township Residents and landscapers and tree service contractors who are allowed to dump by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law if said materials exceed the maximum allowance of the site exemption. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept and process any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only,** at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.4(a) The Operator **may charge** all users for the receipt of tires. The fee per tire shall be clearly posted at the office trailer.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

2.9.6 The Operator may distribute and sell blended topsoil, compost, mulches and various landscape supplies from the Facility.

2.9.7 In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials

received from an approved source within the Township; exceeds 800 cubic yards in a thirty (30) day period following the disaster declaration, then the Operator may invoice the Township for the amount of Class-B materials that exceed the 800 cubic yards in the thirty (30) day period at a rate of $15 per cubic yard. The Operator agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to the Contractor pursuant to this provision.

(a) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 800 cubic yards in a thirty (30) day period following the adoption of the Executive Order; the Operator may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 800 cubic yards in the thirty (30) day period at a rate of $15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

a. To initiate any claims as per this section, the Operator shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

2.11.1(a) Aluminum Beverage Cans
2.11.1(b) Glass food containers
2.11.1(c) Plastic containers as outlined in the West Orange Recycling Ordinance
2.11.1(d) Corrugated Paper
2.11.1(e) Mixed Paper
2.11.1(f) Steel food and product (non-toxic) containers
2.11.2(g) Tires (without rims)
2.11.2(h) Scrap metal
2.11.2(i) Propane Tanks (empty)
2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law including all N.J.D.E.P. Air Permits. All site improvements shall be permitted as required including electrical and building permits for ramps and/or trailers.

2.11.2 The Operator shall be responsible for assisting the Township in obtaining any required storm water permits as outlined in N.J.A.C. 7.14A. All costs associated with testing under this regulation shall be the responsibility of the Operator.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed finish material of the following types and minimum quantities to the Township of West Orange at no charge:

2.12.1(a) Mulch (choice regular or colored mulch) – 1200 cubic yards per year.

2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.

2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education – The Operator shall also annually provide finish material of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year.

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the residents' personal use.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, the operator shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.2(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
    a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
    a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

2.17.3 All Gross Revenues generated from the site shall be maintained in a form for reporting to the Township under the provisions of 2.20.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class “B” recycling operation shall be inspected three (3) times per

month for the first six (6) months of the contract.

2.18.1(a)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 $800.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of $200.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of $185.00/hour for each such inspection; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at $.655/mile.

2.18.5 The Operator agrees to place into escrow the sum of $25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below $20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to $25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

2.19 LIQUIDATED DAMAGES AND PAYMENTS

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Proposal

specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred ($500.00) for each day in which the failure occurs shall be assessed.

2.19.4 Up to five thousand dollars ($5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than de minimis quantities incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.5 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars ($200.00) for each incident.

2.19.6 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars ($5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.7 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars ($500.00) per day that such non-compliance remains in effect.

2.19.8 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.19.9 The Operator shall make rental payments in accordance with the amount submitted in their Proposal no later than the fifteenth (15th) day after the end of each month.

2.19.10 The Operator shall make revenue sharing payments in accordance with the percentage of Gross Revenues as reported under the terms of Section 2.20 no later than the fifteenth (15th) day after the end of each calendar quarter.

2.19.10 (a) The Operator shall submit a fully completed report as required under 2.20.4 with each payment.

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.1(a) All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

2.20.1(a)1 The marketing date
2.20.1(b)2 The weight receipt number
2.20.1(c)3 The market's name
2.20.1(d)4 The market's address
2.20.1(e)5 The weight of the material sold
2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.
2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.
2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.2 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility during the prior year in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

2.20.3(a) Total cubic yards of Class B material received during the calendar year.
2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
2.20.3(c) Total cubic yards of Class B material that has been processed as either:
- First grind
- Second grind
- Dyed or finished mulch

2.20.3(d) Class C material received at the facility.
2.20.3(e) Class C material removed after receipt from the facility.

2.20.4 The Operator shall provide a report at the close of each calendar quarter that outlines the Gross Revenues generated by the operation as it relates to all materials received or sold from the site. The report shall include:

2.20.4(a) Total volume and Gross Revenue of material received by material type as follows:

- Leaves
- Brush
- Tree Parts
- Clean Wood
- Soil

2.20.4(b) Total volume and Gross Revenues generated by the sale of each material as follows:

- blended soils,
- finished compost
-decorative stone
- mulch of all grades
- landscape supplies

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

a. Non-performance by the Operator;
b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:

1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);
2. Failure to staff the Facility with at least one (1) person during all hours of operation;
3. Failure to provide on-site, every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for processing;
4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
7. Any breach of any provision of this agreement.
8. Failure to deliver materials from the Convenience Center to recycling markets.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, 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 Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

The Operator shall provide a one-year performance bond in the amount of $500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-Proposing the contract.

b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to $50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes

insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

c. Worker's Compensation Insurance per state requirements.

d. A comprehensive General Liability Policy with a combined single limit of $2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.

e. An Automobile Public Liability and Property Damage Policy with a combined single limit of $2,000,000 for bodily injury and property damage.

f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

Section	*Description*	*Initial*	*When due*
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non- Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3 .15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Article 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of _____

SS.

County of _____

_____ being duly sworn,

deposes and says that he resides at _____

that he is the _____***(Title)*** who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

_____
(Type and print name of affiant under signature

Subscribed and sworn to before me this _____ day of _____2024.

_____
(Notary Public)

My commission expires _____

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, _____agrees to commit, that _____ has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

_____
Name of Firm or Individual Title

_____
Signature Date

Subscribed and sworn to before me

this _____ day of _____ 2024

_____

Notary Public of
My Commission expires _____, 2024

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of _____

SS.

County of _____

I, _____, the _____of

_____ hereinafter called the Respondent, being duly sworn,

deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange.

2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange.

3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

   _____

   _____

   _____

4. That neither the Respondent not 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).

   _____

   _____

   _____

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List.

6. That the State in which the Respondent is incorporated is: _____

7. That if the answer to question #6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.

8. That the names and address of the principals, officers, and shareholders of the Respondent are as follows:

   _____

   _____

   _____
   (Use additional sheets if required)

9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.

10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein.

_____
(Respondent)

_____
(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____ 2024.

_____
(*Notary Public*)

My commission expires _____.

Article 3.05
Non-Collusion Affidavit

State of_____

SS.

County of_____

I, _____ of the Township of _____, in the County of _____ and the State of _____, of full age being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the Proposer making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive Proposal in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

Name of Contractor _____

_____
(*Sign Name Here*)

Subscribed and sworn before me on this _____ day of _____ 2024.

_____
(*Notary Public*)

My commission expires: _____

Note to Notary: When completing this form, all notaries must: **1-** Indicate date. **2**. Indicate State. **3**. Sign Name. **4**. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: *The person who signed the proposal form from the respondent should sign this form also.*

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

_____

_____

_____

_____

_____

_____

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness:

_____
(*Name of Company*)

_____
(*Address*)

_____ BY: _____
(*Date*) (*Sign Name* (*Original Signature Only*)

_____
(*Print Name & Title*)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

_____ (*Witness*)

_____ (*Name of Company*)

_____ (*Address*)

_____ *(Date*)

BY: _____ *Sign Name* (*Original Signature Only*)

_____ (*Print Name and Title*)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.08

Qualifications of Personnel

Below provide the names of the personnel – both management, supervisory and non - supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

Copies of Certified Compost Facility Operator Certificates Must be Included For Each Person Who is Assigned to the Site

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

_____ _____
(*Witness*) (*Name of Company*)

_____
(*Address*)

_____ **BY**: _____
(Date) *Sign Name* (*Original Signature Only*)

_____
(*Print Name and Title*)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.09
Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

Article 3.10

Consent of Surety
To Accompany Proposal

_____ (hereinafter called Surety), organized and existing under the laws of The State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certified and agrees that if the contract for which that attached Proposal is made be awarded to _____ (hereafter called Contractor) for the performance of certain work or supplying of certain materials, or both, as more particularly set forth in said Proposal and described for purposes of this instrument as a Proposal for _____ to the ***TOWNSHIP OF WEST ORANGE*** and if Contractor shall enter into the contract with a bond in the full amount of the contract price.

_____
(*Name of Insurance Company*)

_____
(*Address*)

_____

_____
(*Signature Attorney-In-Fact for Insurance Company*)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

Article 3.11
Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

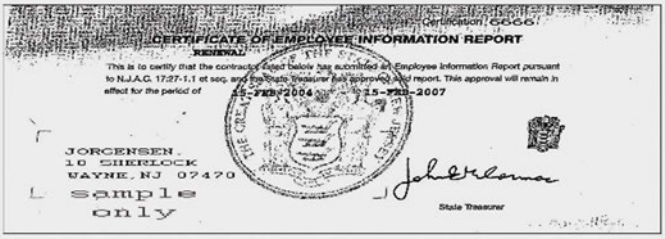
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

JORGENSEN
10 SHERLOCK
WAYNE, NJ 07470
sample only

State Treasurer

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

Signature **Title**

Print Name

Article 3.12

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") *(42 U.S.C. 12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }
}
COUNTY OF } SS: Collection of Solid Waste & Recycling Bid

I, _____, am the _____
_____
(Name of Affiant) (Identify Relationship to Bidder)

of the _____ and being duly sworn,
(Name of Bidder)

I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the contract for the said project.

I/we warrant that I/we have read Section 6.8 of these Specifications.

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.) and agrees to furnish the of evidence of such compliance upon request.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township to damages arising therefrom.

_____
Name of Firm or Individual Title

_____
Signature Date

Subscribed and sworn to before me

this _____ day of _____ 20___

Notary Public of
My Commission expires _____ 20 ___

Article 3.14

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER 590 MT. PLEASANT AVENUE

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal shall include all site improvements necessary for all three operations including site vegetative screening and landscaping.

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 AND ENDING APRIL 30, 2027.

$_____

In Numerals

_____

In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING MAY1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH 36)

$_____

In Numerals

_____

In Words

B. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

$_____

In Numerals

_____

In Words

C. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2028 THROUGH APRIL 30, 2029

$_____

In Numerals

_____

In Words

Article 3.15

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE
REVENUE SHARING PROPOSAL

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 THROUGH APRIL, 2027

%_____
In Numerals

_____
In Words

B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

%_____
In Numerals

_____
In Words

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028 THROUGH APRIL 30, 2029

%_____

In Numerals

_____

In Words

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

_____
NAME OF THE RESPONDENT

_____ _____
SIGNATURE OF CORPORATE SECRETARY ADDRESS OF RESPONDENT

_____ _____
PRINT NAME & TITLE TELEPHONE NUMBER
CORPORATE SECRETARY

By: _____
SIGNATURE

_____
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

There have been no violations against _____ or any related companies,
(Respondent)
and or affiliates within the past 5 years

_____
(Type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 2024

_____
(Notary Public)

My commission expires _____.

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

"Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27) (1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

I have read the above statement and agree to be bound by its terms

PROPOSALDER: _____
SIGNATURE

TITLE: _____

FOR: _____
CONTRACTOR

Sworn to and subscribed before me on this _____ day of _____, 2024.

_____
(Notary Public)

My commission expires on _____.

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: _____

PART 1: CERTIFICATION
BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to N.J.S.A. 52:32-55 and any amendments thereto, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf. Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to N.J.S.A. 52:32-55 and any amendments thereto, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____Relationship to Bidder _____

Description of Activities_____

_____

Duration of Engagement_____ Anticipated Cessation Date: _____

Bidder Contact Name_____ Contact Phone Number_____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of West Orange is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of West Orange to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of West Orange, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____

Signature: _____

Title_____ Date: _____

____ Date: _____

Article 3.20

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, _____, am the _____
(Name of Affiant) (Identify Relationship to Proposer)

of the _____ and being duly
(Name of Proposer)

sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

_____ _____
Name of Firm or Individual **Title**

_____ _____
Signature **Date**

Subscribed and sworn to before me

this _____ day of _____ 20___

Notary Public of _____

My Commission expires _____20___

Article 3.21

Proposal Bond Form

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda was received. (please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

Article 3.23

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

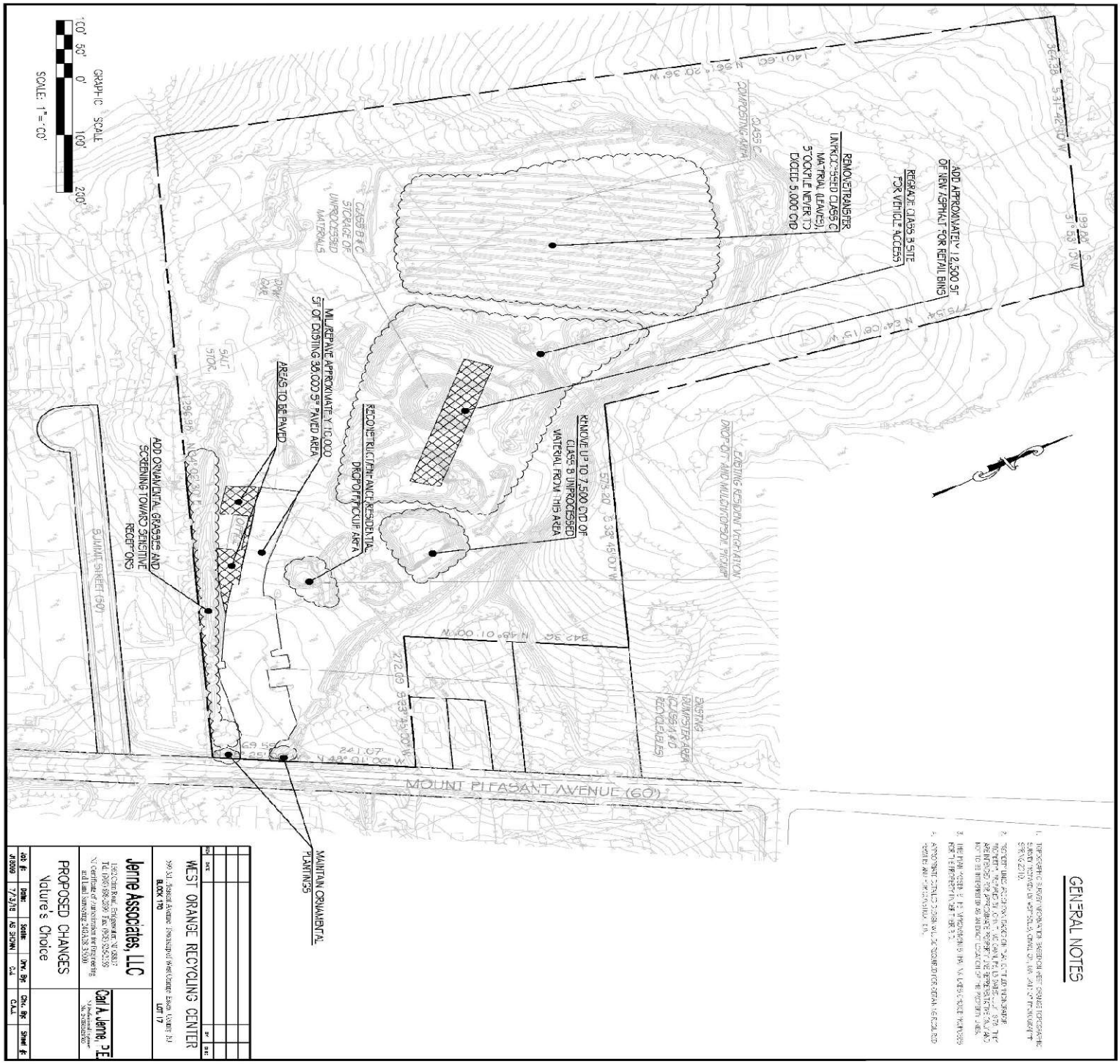
****

APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

Appendix “A”


GENERAL NOTES
MOUNT PLEASANT AVENUE (60')
SUMMIT STREET (60')
ADD APPROXIMATELY 12,500 SF OF NEW ASPHALT FOR RETAIL BINS
REGRADE CLASS B SITE FOR VEHICLE ACCESS
REMOVE/TRANSFER UNPROCESSED CLASS C MATERIAL (LEAVES), 5' DOCKPILE NEVER TO EXCEED 5,000 CYD
REMOVE UP TO 7,500 CYD OF CLASS B UNPROCESSED MATERIAL FROM THIS AREA
RECONSTRUCT/PAVE APPROXIMATELY 10,000 SF OF EXISTING 35,000 SF PAVED AREA
AREAS TO BE PAVED
ADD ORNAMENTAL GRASSES AND SCREENING TOWARD SENSITIVE RECEPTORS
MAINTAIN ORNAMENTAL PLANTINGS
EXISTING RESIDENT VEHICLE DROP OFF AND MULCH/COMPOST PICKUP
EXISTING RUMPSTER AREA (CLASS A & D RECYCLABLES)
RECONSTRUCT/PAVE APPROXIMATELY 10,000 SF OF EXISTING RESIDENTIAL DROPOFF/CUP AREA
COMPOSTING AREA
CLASS B & C STORAGE OF UNPROCESSED MATERIALS
SALT STOR.
DRW OAK
GRAPHIC SCALE
SCALE: 1" = 100'
WEST ORANGE RECYCLING CENTER
PROPOSED CHANGES
Nature's Choice
Jerne Associates, LLC
Carl A. Jerne, P.E.

Appendix “B”

SITE IMPROVEMENT PLAN

TO BE SUPPLIED BY THE VENDOR

Exhibit “B”

Natures Choice NJ, LLC
1106 Millstone River Road
Hillsborough, NJ 08844

February 7, 2024

The Township of West Orange
Attention: Ms. Panayiota Reynolds, Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052

RE: Operation of the Township of West Orange Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operation and The Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials

Dear Ms. Reynolds:

Natures Choice NJ, LLC (NCNJ), formerly doing business as Natures Choice Corporation, is pleased to submit a response to the above referenced Request for Proposal (RFP).

NCNJ's executive management group has more than fifty (50) years of experience in both private and publicly traded companies within the solid waste and recycling industry. Our combined executive and local management group has extensive knowledge of commercial and residential collections, bulk waste and recycling transport, and operation of transfer stations, landfills, compost, and Material Recycling Facilities. Our team's span of experience includes oversight of assets and operations located in both New Jersey and New York.

We are excited about the opportunity to continue our twenty-one (21) year relationship with the Township's citizens, elected leadership, staff, and consultants. As the Township's current service provider, we have demonstrated our qualifications to manage the site in a safe, efficient, and compliant manner. We believe our team is the most experienced and qualified to meet the needs of the Township.

A summary of our key qualifications and financial proposal are provided below:

Annual Payment

NCNJ proposes a base proposal equal to a $120,000.00 annual payment for the initial three-year period. The proposal further includes increasing the annual payment to $129,227.00 for the additional one-year

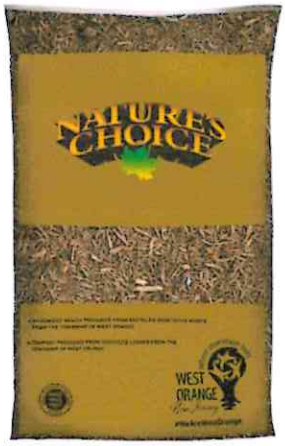
period commencing May 1, 2027, and then to $142,642.00 for the additional one-year period commencing May 1, 2028.

Revenue Share – Bulk In-Bound and Out-Bound

NCNJ proposes an annual flat rate revenue share payment of $75,000.00 for the initial three (3) year term and each annual option period thereafter.

Free Mulch Bags

NCNJ proposes to provide up to 10,000 free bags of premium mulch having a retail value of approximately $30,000 per year. Based upon the Township's preference, the distribution can be balanced between public facilities and/or private homeowners. In addition, NCNJ will expand its product offering to include the sale of bagged mulch at the facility. The bags will demonstrate the private / public partnership and joint commitment to sustainable practices.



Site Improvements

The proposal provides for site improvements per the engineered stamped plan that includes:

- Relandscaping the entrance to the facility improving screening from the public.
  - And mill and repave approximately 10,000 square feet of the road entering the facility.
- Reconstruction and enhancements to the Class A, B, and C residential drop-off area.
- Improved signage at the Class A convenience center.
- Re-grading and Improvement
  - To achieve or maintain drainage control.
  - Class B facility for better vehicle access.
  - Cleaning up the berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.

- Improve berm at the center of the facility including planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B &C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.

- Replacement of existing fire hydrant

NJPDES Permitting Cost Sharing

NCNJ proposes to share in the cost for NJPDES permitting and supporting plan development in an amount equal to $35,000.00. This includes expenses that may be incurred because of application processes, development of Best Management Practices (BMP's), Drainage Control Plans (DCP), Storm Water Pollution Prevention Plans (SPPP), Spill Prevention, Control, and / or Countermeasure Plans (SPCC) specific to the site. NCNJ has an established relationship with an engineering firm with an office in the immediate vicinity that has supported the company in such matters at other locations.

Safety, Environmental Compliance, Equipment, and Personnel

NCNJ's safety training programs include the use of a Learning Management System (LMS) to ensure our employees receive the training needed for operation of the site in a safe and efficient manner. We employe only DOT qualified drivers. The company utilizes monthly drone surveys to monitor compliance and as part of our fire prevention plans based on stockpile heights. We further supplement our internal resources with qualified third parties that have expertise in safety and environmental programs.

Reliable service requires reliable equipment. NCNJ commits to maintaining an equipment age of less than or equal to seven (7) years for wheel loaders and excavators utilized on the site at any time during the initial or additional term periods. Our grinder maintenance program includes CAT certified and warrantied engine rebuilds with engine performance monitoring via vision link. Our equipment is maintained through established dealer agreements or by our full-time team of four (4) maintenance employees focused on the safety and continuous performance of our equipment.

Lastly, NCNJ's extensive network of operating locations affords the Township assurance for continuity in the operation of the facility with back-up of both equipment, qualified operators, and local management.

Conclusion

We remain committed to the Township and are prepared to respond to any inquiries you may have. NCNJ welcomes the opportunity to meet with the Township to review our proposal in detail and discuss the benefits it provides the Township. We believe our experience and qualifications exceed those of our competitors. The entire NCNJ team looks forward to the opportunity to continue our partnership with the Township and providing uninterrupted service to the citizens of West Orange.

Sincerely,

Matt Vastano
Municipal Marketing & Technical Soil Sales

PLEASE SEE COVER LETTER for Detailed Description of Compensation.

Article 3.14

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER 590 MT. PLEASANT AVENUE

PROPOSAL FORM

The undersigned agrees to pay the Township of West Orange the following payments, to be made monthly, for the use of the property in accordance with these specifications and Proposal documents:

1. Base Proposal – Operations of the Recycling Center for Class B, Exempt Woods, Class C, Exempt Compost Operations, and the Recycling Convenience Center. This Proposal shall include all site improvements necessary for all three operations including site vegetative screening and landscaping.

A. ANNUAL PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 AND ENDING APRIL 30, 2027.

$ 120,000.00
In Numerals

one hundred Twenty Thousand DOLLARS
In Words

MONTHLY PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THE 36 MONTH PERIOD COMMENCING MAY1, 2024 AND ENDING APRIL 30, 2027 (MONTHS 1 THROUGH 36)

$ 10,000.00
In Numerals

Ten THOUSAND DOLLARS
In Words

B. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

$ 129,227.00
In Numerals

one hundred Twenty nine Thousand Two hundred Twenty seven Dollars
In Words

C. OPTION FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2028 THROUGH APRIL 30, 2029

$ 142,642.00
In Numerals

one hundred Forty Two thousand six hundred Forty Two Dollars
In Words

PLEASE READ Cover Letter for Detailed Description of Compensation

PLEASE READ Cover Letter For Detailed Description of Compensation

Article 3.15

OPERATIONS OF THE TOWNSHIP OF WEST ORANGE, RECYCLING CENTER
590 MT. PLEASANT AVENUE
REVENUE SHARING PROPOSAL

Then Operator shall propose a sharing of revenue from the sale of all products and materials, to be paid quarterly, from the site on a percentage of Gross Revenues.

A. PERCENTAGE OF GROSS REVENUES PAYMENT TO THE TOWNSHIP OF WEST ORANGE FOR THREE YEAR PERIOD COMMENCING MAY 1, 2024 THROUGH APRIL, 2027

% #75,000.00 Annual Payment guaranteed. Paid in Four Quarterly Payments of #18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guaranteed. Paid in Four Quarterly Payments of Eighteen Thousand seven hundred Fifty Dollars
In Words

- Plus 10,000 mulch Bags as Described in the proposal with a retail value of #30,000 annually
- Plus a one Time Payment of #35,000.00 in Permitting Fees and improvements for NJPDES Permitt

B. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONE YEAR PERIOD COMMENCING MAY 1, 2027 THROUGH APRIL 30, 2028

% #75,000 Annual Payment guaranteed. Paid in Four Quarterly Payments of #18,750.00
In Numerals

Seventy Five Thousand Dollars Annual Payment guaranteed. Paid in Four Quarterly Payments of eighteen Thousand Seven Hundred Fifty dollars
In Words

- PLUS 10,000 mulch BAgs as Described in the Proposal with a retail Value of #30,000.00 Annually

C. PERCENTAGE OF GROSS REVENUES PAYMENT FOR ADDITIONAL ONCE YEAR PERIOD COMMENCING MAY 1, 2028 THROUGH APRIL 30, 2029

% #75,000.00 guarentee Paid Annually 4 Quarterly payments of
In Numerals $18,750

Seventy Five Thousand Dollars Paid Annually (4) Four Quarterly Payments of Eighteen Thousand seven hundred Fifty Dollars
In Words

- Plus 10,000 BAGS AS DESCRIBED in Proposal. RETAIL Value of $30,000.00

PLEASE READ Cover Letter for Detailed Description of Compensation

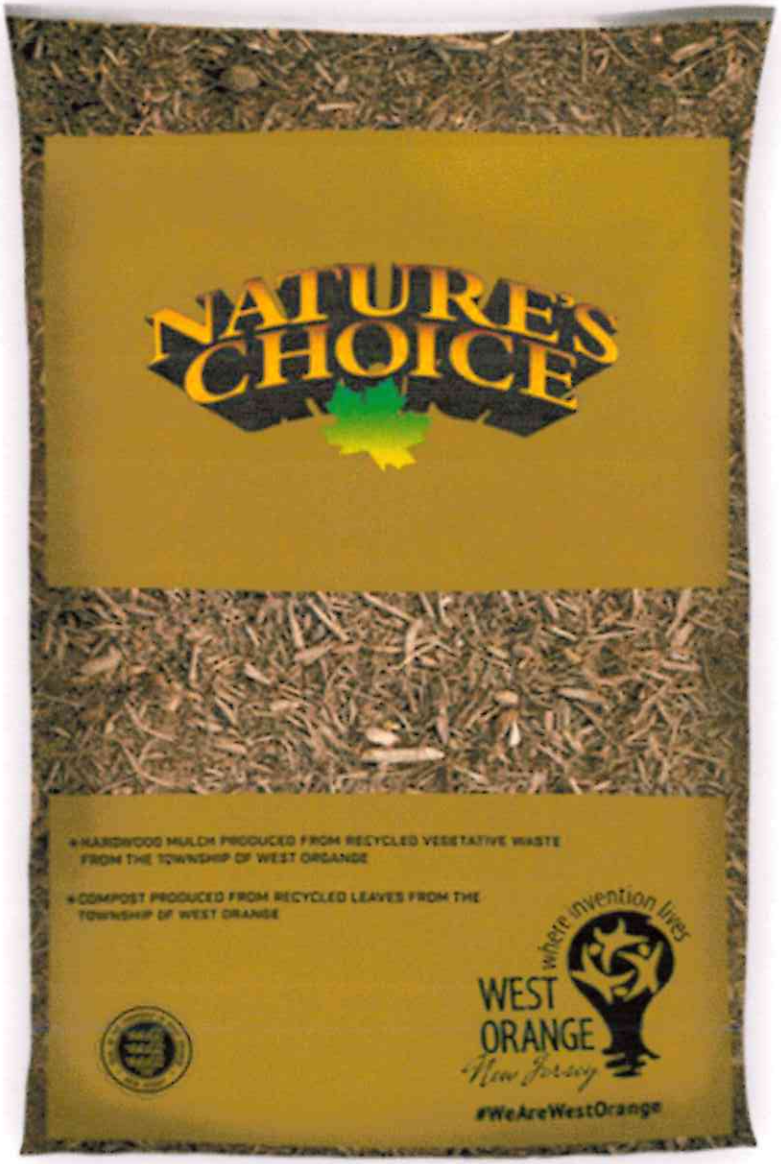

NATURE'S CHOICE
• HARDWOOD MULCH PRODUCED FROM RECYCLED VEGETATIVE WASTE FROM THE TOWNSHIP OF WEST ORANGE
• COMPOST PRODUCED FROM RECYCLED LEAVES FROM THE TOWNSHIP OF WEST ORANGE
where invention lives
WEST ORANGE
New Jersey
#WeAreWestOrange

Table of Contents

Section 1: Bid Documents

Section 2: Proposal Documents

Section 3: Company Organizational Chart

Management and Personnel Resumes and Bios

Rutgers Compost Certifications

Section 4: Site Operation Experience

Site Permits for Overflow

Equipment List

Marketing Service Plan

Scope of Work

Fire Control Plan

Section 5: Employee Information Report

Business Registration Certificate

Section 6: Bid Bond

Consent of Surety

Insurance Certificate

Section 7: Proposed site Plan and Layout

Current Odor Control System

Odor Control Neutralizing Agent

Section 1: Bid Documents

Request for Proposal

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey

For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center For
Electronics, Scrap Metal, Tires and Class A Recyclable Materials

Due Date
February 7, 2024 at 3:30pm

The Township of West Orange
Panayiota *Reynolds*
Purchasing Agent
66 Main Street, Room 111
West Orange, New Jersey 07052

Section 1.0- General Description

	Public Notice
1.01	General Description
1.02	Preparation, Submission and Opening of Proposals
1.03	Authorization to do Business in New Jersey
1.04	Qualifications
1.05	Familiarity with the Work
1.06	Interpretation of Documents
1.07	Cause of Rejection
1.08	Award of Execution of Contract
1.09	Insurance
1.10	Proposal Security
1.11	Consent of Surety, Performance and Payment Bond
1.12	Contract Documents
1.13	Operations and Marketing
1.14	Proposal Form
1.15	Compliance with the New Jersey Prevailing Wage Act
1.16	Disputes Under the Contract
1.17	Affirmative Action Requirements
1.18	Historical Recycling Quantities
1.19	Site Improvement Plan
1.20	Timeline of Important Dates

Section 2.0- Technical Information

2.01	Definitions
2.1	Scope of Work- Overview and Summary
2.2	Site Conditions
2.3	Administration of Contract
2.4	Hours of Operation
2.5	Site Access by the Township and its Agents
2.6	Acceptable Materials
2.7	Prohibited Materials
2.8	Sources of Materials
2.9	Fees Charged to Users
2.10	Marketing of Recyclable Materials
2.11	Permits
2.12	Materials to Township
2.13	On Site Improvements and Site Preparation
2.14	Work to be Performed
2.15	Utilities
2.16	Accident Reporting
2.17	Record Keeping
2.18	Regulatory Oversight by West Orange
2.19	Liquidated Damages and Payments

2.20 Reporting of Recycling Convenience Center Activity
2.21 Changes to Operating Procedures
2.22 Termination
2.23 Operator Non- Performance
2.24 Performance Bond and Insurance

Section 3.0- Required Proposal Documents

3.01 Statement of Ownership Disclosure
3.02 Affidavit of Authorization for Contract
3.03 Market Capacity Affidavit
3.04 Moral Integrity Affidavit for Contract
3.05 Non-Collusion Affidavit
3.06 Subcontractor Use Form
3.07 Experience Statement
3.08 Qualifications of Personnel
3.09 Equipment List (in a form to be supplied by responding party)
3.10 Consent of Surety
3.11 Affirmative Action Requirements
3.12 American with Disabilities Act of 1990 Requirements
3.13 American with Disabilities Act of 1990 Affidavit
3.14 Proposal Form
3.15 Revenue Sharing Proposal Form
3.16 Respondent Proposal Form (signature page)
3.17 Disclosure of Violation Form
3.18 Disclosure of Political Contributions
3.19 Disclosure of Investment Activities in Iran
3.20 Equipment Dedication Affidavit
3.21 Proposal Bond Form (in a form to be supplied by responding party)
3.22 Acknowledgement of Receipt of Addenda/Addendum
3.23 NJ Business Registration Certificate

Appendices - Facility Site Plan, and Site Improvement Plan and Layout – (to be supplied by responding party)

Appendix "A" Current Facility Site Plan (Supplied by the Township/Owner)
Appendix "B" Site Improvement Plan and Layout (in a form to be supplied by responding party)

SECTION 1.0

GENERAL DESCRIPTION

ADVERTISEMENT
January 19, 2024

NOTICE OF PROPOSAL
The Township of West Orange has issued a Request for Proposal (RFP) for the following contract: **Operation of the Township of West Orange Recycling Center, 590 Mt. Pleasant Ave., West Orange, New Jersey for Class B, exempt woods, Class C, exempt compost operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.**

The submission date is **Friday, February 7, 2024 at 3:30 pm,** proposals received after stated time will not be considered. Proposal packages are available at the office of the: Purchasing Agent, Township of West Orange, Municipal Building, Room 111, 66 Main Street, West Orange, NJ 07052. Business hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Requests can also be emailed to preynolds@westorange.org.

Envelopes should be clearly marked with title, name and address of party submitting, addressed to the Township of West Orange, Attn: Purchasing Department, at the address mentioned above. Proposals will be publicly opened on date and time specified in the Council Chambers located at. 66 Main Street, West Orange, NJ 07052. Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

Each proposal must be accompanied by a proposal bond or cashier's check for 10% of proposal amount, not to exceed $20,000.00 and a Consent of Surety to provide a performance bond for $500,000.00. Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), are required to comply with the requirements of Mandatory Equal Employment Opportunity Language N.J.S.A.10:5-31et seq., N.J.A.C. 17:27-1.1 et seq. and NJ Contractor Business Registration Certificate N.J.S.A.52:32-44.

Panayiota Reynolds, QPA
Purchasing Agent

1.01 ***General Description***

1.01.1 The Township of West Orange has issued this Request for Proposal (RFP) for the following Contract:

For Operation of the Township of West Orange
Recycling Center
590 Mt. Pleasant Avenue
West Orange, New Jersey
For Class B, Exempt Woods
Class C, Exempt Compost Operation
And the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials

1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Operation of the Township of West Orange Recycling Center as set forth herein and in accordance with all the applicable federal, state, county and Township regulations, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a three (3) year contract period commencing **May 1, 2024** with options to renew for two additional one (1) year periods.

1.02 ***Preparation, Submission and Opening of Proposals***

1.02.1 Proposals for the above referenced Contract must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, **on or before 3:30 P.M. on Wednesday, February 7, 2024**, and will be publicly opened by the Township on **February 7, 2024 at 3:30 P.M.**, Local Prevailing Time, in the Council Chambers, 66 Main Street, West Orange, New Jersey. When submitting a response, Proposer must supply one (1) original, and one (1) on an external hard drive as a PDF file. All submissions must be delivered via U.S. Mail or overnight delivery or hand delivered. The Township of West Orange is not responsible for late delivery by any method.

1.02.2 The Proposal shall be submitted and prepared as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more in the entity. If made by a corporation, the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, it shall be signed by that individual. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.02.3 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope:

- Proposal Documents for Operation of Township of West Orange Recycling Center
- Respondent's Name
- Respondent's Address
- Respondent's Telephone and Fax Numbers

1.02.4 Enclosed in the sealed envelope with the proposal shall be the following documents, as referenced below or attached hereto:

- Statement of Ownership Disclosure (See Section 3.01)
- Affidavit of Authorization (See Section 3.02)
- Market Capacity Affidavit (See Section 3.03)
- Moral Integrity Affidavit (See Section 3.04
- Non-Collusion Affidavit (See Section 3.05)
- Subcontractor Use Form (See Section 3.06)
- Experience Affidavit (See Section 3.07)
- Personnel Affidavit Including All Applicable Registrations and Certificates to Operate a Recycling Facility, including Compost Facility Operator Certificate (in a form to be supplied by responding party). (See Section 3.08)
- Equipment List (in a form to be supplied by responding party) (See Section 3.09)
- Consent of Surety (See Section 3.10)
- Affirmative Action Requirement (See Section 3.11)
- Americans with Disabilities Act of 1990 Affidavit (See Section 3.13)
- Proposal Forms (See Section 3.14 and 3.15)
- Respondent Proposal Form Signature Page (See Section 3.16)
- Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc. (See Section 3.17)
- Disclosure of Political Contributions (See Section 3.18)
- Disclosure of Investment Activities in Iran (see Section 3.19)
- Equipment Dedication Affidavit (See Section 3.20)
- "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed $20,000.00 (in a form to be supplied by responding party) (See Section 3.21)
- Acknowledgement of Receipt of Addenda/Addendum (See Section 3.22)
- NJ Business Registration Certificate (See Section 3.23)
- Facility Site Plan (See Appendix "A")

- Detailed Facility Site Plan Improvements and Layout (See Appendix "B") (See Section 1.08.3, Section 1.19; a detailed plan shall be supplied by responding party)

1.02.5 Proposals may be withdrawn prior to the termination time for the receipt of proposals specified above.

1.02.6 All questions concerning the contents of this Request for Proposal (RFP) shall be submitted in writing on or before January 24, 2024 at 4:00pm and shall be directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on January 25, 2024.

1.03 ***Authorization to do Business in New Jersey***

1.03.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey. All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal, or submitted on request prior to the award of the Contract by the Township of West Orange.

1.04 ***Qualifications and Additional Submission Requirements***

1.04.1 Each Respondent shall submit with its Proposal a written statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in Section 2.0 ***Technical Information*** with demonstrated experience on similar projects.

1.04.2 All Respondents should be able to demonstrate a sufficient successful operating experience of for the operation of a Class B Vegetative Waste Processing Facility (Exempt or Non-Exempt), a Class C Leaf Compost Facility (Exempt or Non - Exempt) and a Recycling Convenience Center, including the ability to market the materials listed for the purpose of Recycling, of similar size and capacity as the Township of West Orange Recycling Center. The experience listed shall be direct experience of the Respondent. Experience of proposed Subcontractors will not be considered as experience of the Respondent. Each Respondent shall include within the Proposal, a Composting/Processing Facility's experience list, including the following items:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;

- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, laws and regulations during the operation of the facility.

1.04.3 All proposed Subcontractors shall be listed on the Subcontractor Use Form and are subject to approval by the Township of West Orange.

1.04.4 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

1.04.5 The Township of West Orange reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the financial, technical or other qualifications or abilities of any Respondent.

1.04.6 The Contract will only be awarded to a Respondent who, in the opinion of the Township of West Orange, is fully qualified to undertake the work, and who possesses the necessary resources to perform same.

1.05 ***Familiarity with the Work***

1.05.1 It is the obligation of the Respondent to apprise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of the site, related documents, the current exemptions, the most recent New Jersey Department of Environmental Protection regulations for Compost Processing, Class B Processing, Class C Transfer Operations, Class B Transfer Operations, Recycling Convenience Center Operations and other applicable Rules and Regulations.

1.05.2 The Respondent hereby expressly waives any right to, and agrees that it will make no claim for, a reduction in the payments made to the Township of West Orange under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.05.3 The Proposal submitted shall be at the sole cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of the Township of West Orange. No Proposals or other submitted materials will be returned.

1.06 ***Interpretation of Documents***

1.06.1 Only the interpretations or corrections issued as written Addenda by the Township of West Orange shall be binding with respect to this RFP. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be posted on the Township Web site or sent to all parties who register in writing with the Township by certified mail with return receipt requested.

1.07 ***Cause of Rejection***

1.07.1 Proposals may be rejected for any reason including but not necessarily limited to the following:

1.07.1.1 Not fully responsive to the RFP
1.07.1.2 Inability to qualify or perform the specified work

1.07.2 The Township of West Orange reserves the right to waive any and all irregularities and informalities in the submission of the Proposals. The Township of West Orange reserves the right to reject any and/or all Proposals submitted in response to this RFP.

1.08 ***Award and Execution of Contract***

1.08.1 The Contract is scheduled to be awarded prior to termination of the existing current Contract and shall take effect at the expiration of the prior Contract term. The award may be delayed by the Township of West Orange due to rejection of one or more of the Proposals or under the advice from the Township of West Orange's staff and the Township Council. All Respondents will be notified in writing of the action taken by the Township of West Orange.

1.08.2 The award will not be binding upon the Township of West Orange until all required documentation has been submitted by the Respondent, the West Orange Township Council has issued a resolution awarding the Contract and the Contract has been executed by all parties.

1.08.3 The Township of West Orange is utilizing competitive contracting in accordance with N.J.S.A. 40A:11-4.1 through 4.5 for the procurement of the services specified in these Proposal documents. In addition to the Proposer's responsiveness to this RFP, the awarding of this contract will be based on an evaluation and ranking of each respondent's Proposal with respect to the following items:

Cost Criteria

1) Revenues to be received or cost to be paid.

(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.
(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.
   (1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?
   (2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.
3) Qualifications of staff to be assigned the work
   (1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?
   (2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.
4) Violations, Fines, Notices of Violations history from any governmental agency
   (1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?
   (2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work
   (1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?
6) Detailed site improvement plan
   (1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

The Township will use weighting criteria in its evaluation methodology.

Each proposal will be evaluated by an evaluation team consisting of individuals chosen by the Township. In making each evaluation, the team will be guided by the following point system that has 100 points at the maximum total:

1. Revenues or cost
2. Experience of Respondent
3. Qualifications of Staff
4. Violations, Fines, Notices of Violations
5. Equipment
6. Detailed Site Improvement Plan

1.08.4 Any Proposal submitted shall be for a three (3) year contract to commence March 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year.

1.08.5 The successful Respondent shall commence the work contemplated herein upon receipt of a written Notice-to-Proceed from the Township of West Orange, which shall be issued within 15 calendar days following the execution of the Contract by both parties.

1.09 ***Insurance***

1.09.1 Before commencing work, the respondent shall furnish the Township of West Orange with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in Section 2.24, Performance Bond and Insurance.

1.09.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

1.09.3 The coverages under Section 2.24 shall be endorsed to include the Township of West Orange as additional insured for the duration of the Contract.

1.10 ***Proposal Security***

1.10.1 Each proposal must be accompanied by a Proposal security in the form of a cashier's check from the Respondent, or a "Proposal bond" supplied by the responding party or its third-party company, and duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating, licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange, as Surety. The amount of the Proposal security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed $20,000.

1.10.2 The Proposal security will be held by the Township of West Orange as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that it will not withdraw the Proposal while it is being considered and that it will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal security.

1.10.3 The Respondent to which the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.

1.11 ***Consent of Surety, Performance and Payment Bond***

Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted, the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 2.24. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the RFP, and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.

A Performance and Payment Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company are specified in Section 2.24, Performance Bond and Insurance.

1.11.2 The performance and payment bond must be furnished with the executed Contract and shall remain in effect until Contract completion. In lieu of the Consent of Surety, the Respondent may submit a Certified Check for the required amount.

1.12 ***Contract Documents***

1.12.1 The contract documents shall consist of this Request for Proposal (RFP) including, Sections 1.0, 2.0, 3.0 and Appendix "A," along with the Respondent's Detailed Site Improvement Plan signed by a licensed engineer, the Respondent's Proposal form, and an Agreement between the successful Respondent and the Township of West Orange which incorporates the terms of this RFP.

1.12.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by the Township of West Orange.

1.13 ***Operations and Marketing***

1.13.1 Respondents shall submit a Proposal for the operation and marketing services for the Recycling Center.

1.13.2 The Proposal shall address the scope of work and other requirements included in Section 2 of this Request for Proposal (RFP).

1.13.3 The Proposal shall include a list of all personnel that will be assigned to the work along with experience summaries for each. The Proposal shall also include a flow chart specifying personnel responsibilities by position. The Township of West Orange shall have final approval over any changes in site management.

1.13.4 While a detailed marketing plan is not required as part of the Proposal, a brief description, generally indicating the markets that will be investigated for disposal of the end product shall be included.

1.14 ***Proposal Form***

1.14.1 The revenue or cost information shall be required on the Proposal Form included in Section 3.0. The Proposal Form shall be completed in ink or be typewritten. Erasure or alterations must be initialed by the Respondent in ink. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

1.14.4 The Proposal Form includes a Base Proposal. The Base Proposal is for the operation of the Recycling Center for Class B, Exempt Wood, Class C, Exempt Compost Operation and the Recycling Convenience Center. The Base Proposal includes the site improvements necessary for all three operations, including additional site vegetative screening, and landscaping being included by the Proposer.

1.15 ***Compliance with the New Jersey Prevailing Wage Act***

The work solicited under this Proposal is considered a service contract. This contract is not subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56a.25.

1.16 ***Disputes Under the Contract***

1.16.1 A dispute arising under the Contract shall be submitted in writing to the Director of Engineering and Public Works for the Township of West Orange, with all the facts and supporting data. The Director of Engineering and Public Works will review the dispute and issue his decision, or request additional facts or documentation, after which he will render his decision.

In the event the dispute is not then resolved, the matter shall be submitted to an alternate dispute resolution (ADR) procedure determined by the Township Attorney or submitted to a court of competent jurisdiction, in the Township's sole discretion. The Respondent consents to injunctive relief at any time to protect the health and safety of the Township residents and maintain the operations in conformance with all governmental laws. Any and all costs of ADR shall be borne by the Respondent. To the extent that the Township seeks to enforce this Contract or is required to seek any relief through ADR or Court intervention, Respondent shall pay all fees and expenses incurred by the Township and shall indemnify the Township for any damages, fees and expenses.

1.17 **AFFIRMATIVE ACTION REQUIREMENTS**

If awarded a contract; the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq as outlined in Section 3.11.

1.18 ***Historical Recycling Quantities***

The most recent recycling activity on this site is outlined below:

Class C Incoming Material – 2022 – 28,484 cubic yards
Class C Outgoing Material – 2022 – 19,542 cubic yards
Class B Incoming Material – 2022 – 62,938 cubic yards
Class B Outgoing Material – 2022 – 48,632 cubic yards

This information is for illustrative purposes only. Nothing contained herein shall provide a basis to modify the agreement. No adjustments have been made for weather events.

1.19 ***Site Improvement Plan***

A detailed site improvement plan must be submitted with the proposal. The plan must be prepared and signed by a Professional Engineer licensed in the State of

New Jersey. The plan will be used in evaluating the Proposal as specified in Section 1.08.3.

In addition, the successful contractor must work with the Township to make any site changes that are required as a result in regulatory changes.

1.20 ***Timeline of Important Dates***

DATE	EVENT
January 24, 2024 by 4:00pm	All questions concerning this Request for Proposal shall be submitted in writing by this date, directed to Mr. Wayne DeFeo, DeFeo Associates, 15 Washington Valley Road, Warren Township, New Jersey 07059-7003, wdefeo@defeoassociates.com.
January 25, 2024	Responses to questions concerning this Request for Proposal will be posted on the Township of West Orange Website at www.westorange.org/bids
February 7, 2024 at 3:30pm	Proposals must be submitted to and received by Panayiota Reynolds, Township of West Orange Purchasing Agent, by 3:30 on this date, and will be publicly opened by the Township of West Orange Clerk's Office in the Council Chambers, 66 Main Street, West Orange, New Jersey.
May 1, 2024	Contract between winning Proposer and Township of West Orange will commence.
November/December ,2026	Township will notify the Operator by this date if it will exercise the first option to renew the contract for another one-year period.
May 1, 2027	First additional one-year contractual period commences if Township exercises its option.
November/December 2027	Township will notify the Operator by this date if it will exercise the second option to renew the contract for another one-year period.
May 1, 2028	Second additional one-year contractual period commences if Township exercises its option.

SECTION 2.0

TECHNICAL INFORMATION

2.01– DEFINITIONS

"Class A recyclable material" shall mean those materials outlined within this RFP.

"Class B exempt wood waste operation" shall mean the area designated as a Class B processing area on the site plans in Appendix "A". This operation shall be limited to the acceptance of Class B materials as defined within this RFP and as defined by law.

"Class B recyclable material" means branches, woody plants wood chips from tree parts, tree parts and brush processed on the site.

"Class B Transfer Operation" shall mean the transfer of Class B material under the Exemption granted pursuant to exemption # 5 for tires.

"Class C exempt compost operation" shall mean the area designated as a Class C processing operation on the site plan in Appendix "A." The operation shall be limited to the acceptance of materials as defined within the RFP and as defined in law except that the Operator may not accept grass clippings other than de minimis quantities incidentally found in the collection of leaves under any circumstances.

"Class C recyclable material" means a source separated compostable material which is subject to Department approval prior to the receipt, storage, processing or transfer at a recycling center in accordance with N.J.S.A. 13:1E-99.34b, and which includes, and is specifically limited under the terms of this RFP to Leaves.

"Class C Transfer Operation" shall mean the requirements outlined in Exemption #19, Leaf transfer activity.

"Electronic Waste" means computers, monitors, laptops, portable computers, desktop printers, desktop fax machines and televisions as defined in N.J.S.A. 13:1E-99.95 and other electronic items connected with a chord.

"Environmental Compliance Officer" shall mean a person or firm retained by the Township of West Orange who shall conduct regular inspections of the Site in order to guarantee compliance with applicable law and the terms of this RFP.

"Gross Revenues "shall mean the fees paid to the operator for the receipt of leaves, brush, logs and trees and tree parts in addition to the wholesale and retail sales of blended soils, finished compost, decorative stone, mulch of all grades and landscape supplies.

"Law" shall mean those statutes and regulations governing the design and operation of materials at the operations for which the Township of West Orange is soliciting this RFP. Law includes, but is not limited to, the Solid Waste Management Act.

"Operating Schedule" shall mean those time periods where the Site is allowed to receive and process recyclable materials in accordance with the authorization to operate except that under no

circumstances may the Class B operation utilize a tub grinder or any other wood grinding or chipping equipment on Saturday.

"Recycling Market" shall mean an end market whereby Recyclable Materials are returned to the economic mainstream for processing and manufacturing into new products or are sold for final use.

"Recycling Convenience Center" shall mean that area designated on the site plan in Appendix "A.". The Recycling Convenience Center shall be limited to the acceptance of materials as outlined with the scope of this RFP.

"Sand and Clean Fill" shall mean soil amendments commonly used in the blending of topsoil and compost and shall have test findings that are in accordance with the Law.

"Site" shall mean the Recycling Convenience Center, located at 590 Mt. Pleasant Avenue, West Orange, New Jersey, and all facilities therein (See attached site plan for details). A successful Operator shall be responsible for any delineation markings, pilings and flags that may be required pursuant to the site plan and the regulations governing this site.

"Site Improvement" shall mean those physical improvements to the Site that enhance the aesthetic, operational and compliance factors.

"Tires" shall mean passenger automobile tires that are removed from the rim upon receipt at the facility.

2.1 SCOPE OF WORK – OVERVIEW AND SUMMARY

2.1.1 The object of this RFP is to retain the services of an Operator to operate and maintain the Township's Recycling Convenience Center and to operate the Township's exempt Class B-Wood and the Township's exempt Class C-Compost facility. The successful Operator shall also maintain and operate the Recycling Convenience Center in accordance with the terms of this RFP and shall submit a proposal for the marketing of all recyclable commodities that originate at this facility including tires.

2.1.2 The successful Respondent shall be required to provide finished wood mulch, and finished compost to the Township at no cost to the Township as required and specified in Section 2.12.1 and 2.12.2, and shall also be required to provide finished wood mulch and compost at no cost to the residents of West Orange (so long as the material is collected by said residents in their private vehicles) as required and specified in Section 2.12.3.

2.1.3 The successful Respondent shall provide for the improvement of the Recycling Convenience Center in accordance with the physical site plan improvements and landscaping improvement contained within this RFP at a level equal to or better than that outlined within this RFP. Any such improvements shall be at the sole cost of the successful Operator. No improvements shall be undertaken without the express written approval of the Township. Any permits that may be required are the sole responsibility of the Operator

2.1.4 The Facility shall be operated in accordance with all terms and conditions found within this RFP and shall be operated in accordance with the terms and conditions required under law.

2.1.5 The Operator is advised that any fines assessed by any governmental agency including, but not limited to any violation of law governing this site shall be the sole responsibility of the Operator. This includes the possible costs associated with any fines, and possible costs of meetings, additional inspections, hearings, legal expenses, attorney's fees, written responses required or hearings that may be associated with such violation.

2.2 SITE CONDITIONS

2.2.1 The Operator shall accept the Facility "As Is" and shall be solely responsible for processing all existing materials that may be on the site as of the effective date of contract implementation.

2.2.2 The current site plan is shown in Appendix "A."

2.2.3 All operations must be performed by the Operator within the site limits described herein and in Section 3 of this RFP.

2.2.4 Should the successful Respondent have a contract executed and become the Operator of the facility, and if said contract is terminated for any reason by the Operator or the Township of West Orange, all Class B and Class C vegetative materials and all recyclable materials shall be removed from the Convenience Center at the sole expense of the Operator prior to vacating the property.

2.3 ADMINISTRATION OF CONTRACT

2.3.1 The Director of Public Works/Engineer or his designee shall be the Contract Administrator on behalf of the Township.

2.4 HOURS OF OPERATION

2.4.1 The site shall be operated in accordance with the following schedule:

	Monday – Friday	**Saturday**	**Sunday & Holidays**
Site Operation Component Recycling Convenience Center	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.	Closed
Class B	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING	Closed
Class C	7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M. NO GRINDING OR WINDROW TURNING	Closed

2.5 SITE ACCESS BY THE TOWNSHIP AND ITS AGENTS

2.5.1 The Township of West Orange reserves the right to perform work at the site or to permit other entities to perform work at the Township's direction.

2.5.2 The Operator shall afford such accommodation as necessary for the Township to perform such work.

2.6 ACCEPTABLE MATERIALS

2.6.1 Acceptable materials include the following:

2.6.1(a) Class B recyclable material, consisting of tree parts and stumps, brush, and untreated wood.

2.6.1(b) Class C recyclable material consisting of leaves.

2.6.1(c) Sand or clean-fill may be brought to the Facility for the use in processing the compost.

2.6.1(d) The Operator shall test all sand or clean fill and provide said test results to the Township prior to acceptance of any sand or clean fill.

2.6.1(e) At no time shall the importation or stockpiling of clean fill be of such quantities so as to interfere with the proper storage or processing of Class C or Class B materials or in any way interfere with the storage of such materials.

2.6.2 The Recycling Convenience Center shall only accept:

- Aluminum Beverage Cans
- Glass food containers
- Plastic Containers #1, #2 and #5
- Corrugated Paper
- Mixed Paper
- Steel food and product (non-toxic) containers
- Tires (without rims)
- Scrap metal
- Propane Tanks (empty)
- Electronics
- Other materials if approved in advance and in writing by the Township.

2.7 PROHIBITED MATERIALS

2.7.1. The following materials are specifically prohibited from acceptance at the Facility:

2.7.1(a) Hazardous materials

2.7.1(b) Grass Clippings other than de minimis quantities incidentally found in the collection of Class B and Class C materials .

2.8 SOURCES OF MATERIALS

2.8.1 The Site's source of materials shall be limited to Township vehicles, Township Board of Education vehicles, tree service contractors and landscapers who do work for the Township, all

Township Residents and landscapers and tree service contractors who are allowed to dump by the Township. The Operator shall record the date of receipt and origin of all materials brought to the Facility.

2.8.2 Vegetative material that is collected from outside the Township may be accepted by the Operator if it is limited to those Class B and Class C materials allowable under the terms of this RFP, provided that the Operator transports these materials to a Class "B" or a Class "C" Recycling Facility in accordance with applicable Law if said materials exceed the maximum allowance of the site exemption. Regardless of any accepted vegetative material collected from outside the Township, all acceptable vegetative material collected within the Township must be accepted without limitation.

2.8.3 The Operator shall not accept and process any Vegetative Waste in excess of site limitations as prescribed by Law.

2.8.4 The Township reserves the right to terminate the acceptance of Class "B" or Class "C" materials from outside the Township based upon any health, safety, or traffic concerns on twenty-four (24) hours written notice.

2.9 FEES CHARGED TO USERS

2.9.1 Tree service contractors and landscapers contracted by the Township shall be authorized to dispose of all materials collected, **while working for the Township only,** at the Facility **at no charge** to the contractor or landscaper.

2.9.2 Landscapers and contractors licensed by the Township who collect leaves at Llewellyn Park and Hutton Lafayette Apartments shall be authorized to dispose of all the leaves collected from these sites at the Facility **at no charge** to the landscapers or contractors.

2.9.3 Residents of the Township shall be authorized to dispose of their Vegetative Waste, **at no charge**, to the Facility from their private homes. Said delivery shall be limited to private vehicles.

2.9.4 Residents of the Township shall be authorized to deposit their recyclable materials at the Recycling Convenience Center **at no charge**.

2.9.4(a) The Operator **may charge** all users for the receipt of tires. The fee per tire shall be clearly posted at the office trailer.

2.9.5 The Operator may charge all other users of the Class "B" and Class "C" exempt facilities in its discretion including commercial landscapers not otherwise exempt under this section.

2.9.6 The Operator may distribute and sell blended topsoil, compost, mulches and various landscape supplies from the Facility.

2.9.7 In the event that: (i) there is a disaster declaration by the President of the United States consistent with the Stafford Disaster Relief and Emergency Assistance Act or any amended or revised act which has the same purpose or intent and (ii) the amount of Class-B materials

received from an approved source within the Township; exceeds 800 cubic yards in a thirty (30) day period following the disaster declaration, then the Operator may invoice the Township for the amount of Class-B materials that exceed the 800 cubic yards in the thirty (30) day period at a rate of $15 per cubic yard. The Operator agrees to provide all necessary documentation or information required by FEMA for the Township to seek reimbursement of the amounts paid to the Contractor pursuant to this provision.

(a) In the event that: (i) the Governor of the State of New Jersey adopts an Executive Order declaring a State of Emergency arising from a major weather event; and (ii) the amount of Class-B materials received from an approved source within the Township exceeds 800 cubic yards in a thirty (30) day period following the adoption of the Executive Order; the Operator may reduce the amount of rent due for the following month for the amount of Class-B materials for that thirty (30) day period that exceed the 800 cubic yards in the thirty (30) day period at a rate of $15 per cubic yard up to, but not to exceed the total rent due during that thirty (30) day period.

a. To initiate any claims as per this section, the Operator shall submit copies of all incoming load tickets that clearly indicate the municipality of origin for the Class B material being delivered to the property. The incoming ticket shall indicate the volume of material received, the type of vehicle used to deliver the material, the license plate number of the vehicle and the fees charged for the entire load of Class B material being deposited.

2.10 MARKETING OF RECYCLABLE MATERIALS

2.10.1 The Operator shall be responsible for the provision of containers, the transportation and the end marketing of the following recyclable materials from the Recycling Convenience Center:

2.11.1(a) Aluminum Beverage Cans
2.11.1(b) Glass food containers
2.11.1(c) Plastic containers as outlined in the West Orange Recycling Ordinance
2.11.1(d) Corrugated Paper
2.11.1(e) Mixed Paper
2.11.1(f) Steel food and product (non-toxic) containers
2.11.2(g) Tires (without rims)
2.11.2(h) Scrap metal
2.11.2(i) Propane Tanks (empty)
2.11.2(j) Electronics

2.11 PERMITS

2.11.1 The Operator shall be responsible for the permitting of all equipment being utilized at the site in accordance with Law including all N.J.D.E.P. Air Permits. All site improvements shall be permitted as required including electrical and building permits for ramps and/or trailers.

2.11.2 The Operator shall be responsible for assisting the Township in obtaining any required storm water permits as outlined in N.J.A.C. 7.14A. All costs associated with testing under this regulation shall be the responsibility of the Operator.

2.12 MATERIALS TO TOWNSHIP

2.12.1 Township Product – The Operator shall annually provide processed finish material of the following types and minimum quantities to the Township of West Orange at no charge:

2.12.1(a) Mulch (choice regular or colored mulch) – 1200 cubic yards per year.

2.12.1(b) Top soil (double screened) – 1200 cubic yards per year.

2.12.1(c) Wood chips – 1200 cubic yards per year.

2.12.2 Township Board of Education – The Operator shall also annually provide finish material of the following types and minimum quantities to the Township of West Orange Board of Education at no charge:

2.12.2(a) Mulch – 120 cubic yards per year.

2.12.2(b) Top soil (double screened) – 150 cubic yards per year.

2.12.3 Residential Product – In addition to the foregoing, the Operator shall annually provide wood chips, mulch and topsoil to West Orange residents at no charge; provided that such wood chips, mulch and topsoil is transported in the resident's normal passenger vehicle (not a commercial vehicle) and will be used for the residents' personal use.

2.12.3(a) The amount that may be taken at one time shall be limited to that which can be contained in three (3) thirty-five (35) gallon containers.

2.12.3(b) The Operator is not required to load personal vehicles or if the operator elects to provide such a service, the operator shall be permitted to charge for loading services.

2.13 ON SITE IMPROVEMENTS AND SITE PREPARATION

2.13.1 The Township of West Orange Recycling Facility is an operating facility that is in need of site improvements. The Operator shall pay the cost of the site improvements. All construction permits must be obtained and all fees paid by Operator to the Township.

2.13.2 The Operator shall fund the cost of upgrading and maintaining the landscape, grading, fencing and all road improvements on the current site and site plan improvements as per specifications as directed by the Township.

2.13.3 All site improvements shall be completed within eighteen (18) months, except as otherwise noted herein, subject to a six (6) month extension at the sole discretion of the Township.

2.14 WORK TO BE PERFORMED

2.14.1 The Class B and Class C facility operation will be done in accordance with the standards established by the NJDEP under N.J.A.C. 7:26A-1 et al. seq. and in accordance with the current Leaf Composting Manual for New Jersey Municipalities as may be amended from time to time. An NJDEP Certified Compost Facility Operator shall be present on site at all times the facility is open and/or operational.

2.14.2 The Recycling Convenience Center shall be operated in accordance with all applicable law. In addition, the Operator shall be responsible for the following:

2.14.2(a) Staffing the gatehouse with professionally trained staff who are capable of bilingual communication in English and Spanish. There shall be staff at this facility during every hour that the facility is in operation.

2.14.2(b) Providing sufficient staffing levels to maintain a neat and orderly appearance at the Recycling Convenience Center including the policing of litter and to assist residents with offloading of recyclable materials as necessary.

2.14.2(c) Providing sufficient containers to accommodate the quantity of recyclable materials deposited by residents at the Recycling Convenience Center including those times when full containers are transported to market.

2.14.3 Operator will have an odor neutralizing system at his disposal for use at the site to control all odors associated with the operation of the facility. Such device shall be capable of operating in all weather conditions including fog and rain. The system will be available for use at any time that it may be necessary and shall consist of an odor neutralizing chemical that meets all New Jersey Department of Environmental Protection Rules and Regulations. Under no circumstances shall the system consist of an odor masking agent.

2.14.3(a) Operator shall operate an odor neutralizing system in accordance with the following procedures:

1. The system shall be employed in such a manner as to operate downwind of the odor sources and upwind of any sensitive receptors at any time that there is a risk of odor becoming offensive to such sensitive receptors.
2. General preventative maintenance must be regularly undertaken and a necessary supply of spare parts available for emergency repairs must be on site at all times.
3. Odor - neutralizing chemicals be available for use on the site at all times.
4. Material Safety Data Sheets ("MSDS") shall be kept on site and made available for any Township, State or County representatives, or any resident that requests such information at any time during normal business hours.
5. If the system that has been approved proves to be inadequate to neutralize odors to the satisfaction of the Township, New Jersey Department of Environmental Protection or the Essex County Health Department, an additional system(s) may need to be employed, or in the alternative, a different system may need to be employed and the Operator agrees to this condition.
    a. Any costs associated with an alternative system will be borne solely by the Operator.
6. The Township shall be notified in advance of any substitution of odor neutralizing chemical prior to its use at the site.
    a. A complete MSDS shall be provided as needed for any substitution of chemicals.

2.14.4 Operator shall implement a Fire Safety Prevention protocol that conforms to the following minimum standards in addition to the implementation of the approved fire prevention plan as approved by the West Orange Fire Department.

2.14.4(a) The Operator shall maintain sufficient fire access to the site and to all Class A, B and C materials at all times. Such access shall include sufficient width between storage piles as may be required by the West Orange Fire Department and surface preparation so as to allow unimpeded access to emergency vehicles.

2.14.4(b) The Operator shall maintain a fire safety watch whenever the National Weather Service or local authorities have issued any form of fire warning for West Orange and surrounding environs. Said fire watch will be maintained at any time the storage of Class A, B or C materials is maintained on the site.

2.15 UTILITIES

2.15.1 The cost for all utilities, including water usage and water service charges, required to operate the Recycling Convenience Center, the Class B and Class C locations at the Site shall be paid by the Operator.

2.16 ACCIDENT REPORTING

2.16.1 The Operator shall prepare written Accident Reports containing the date, time, type of accident, weather conditions, etc. along with the names of witnesses and any other pertinent information. These records shall be submitted to the Township Engineer/Director of Public Works and Director of Public Works and maintained along with the other Facility records by the Operator in the onsite trailer.

2.17 RECORD KEEPING

2.17.1 All records shall be kept in a neat and orderly manner to facilitate inspection by the Township of West Orange and representatives of the regulatory agencies.

2.17.2 Incoming and Outgoing material reports for all Class B and Class C material shall be provided to the Township no later than March 1 after the close of the preceding year in a form as required by the Township.

2.17.3 All Gross Revenues generated from the site shall be maintained in a form for reporting to the Township under the provisions of 2.20.

2.18 REGULATORY OVERSIGHT BY WEST ORANGE

2.18.1 The Township of West Orange Environmental Compliance Officer in accordance with the following schedule will inspect the Recycling Facility:

2.18.1(a) Class "B" recycling operation shall be inspected three (3) times per

month for the first six (6) months of the contract.

2.18.1(a)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 $800.00 per inspection for the Class B and Class C facilities combined.

2.18.2(b) The inspections outlined in 2.18.1(c) shall result in total charges of $200.00 for each inspection of the Recycling Convenience Center.

2.18.3 The Township of West Orange Environmental Compliance Officer shall be provided with a key to allow twenty-four (24) hour access to the facility for the purposes of evaluation and compliance monitoring.

2.18.4 The Township of West Orange Environmental Compliance Officer shall conduct additional inspections in response to resident and Township Official complaints on an as needed basis.

2.18.4(a) Should additional inspections be required as outlined herein, the Contractor shall be billed at the standard inspection rates as indicated herein or an hourly rate of $185.00/hour for each such inspection; whichever sum is greater and shall pay all ancillary costs associated with such an inspection including, but not limited to, travel time at the above rate and mileage at $.655/mile.

2.18.5 The Operator agrees to place into escrow the sum of $25,000 to cover the cost of inspections as outlined herein. When the escrow fund falls below $20,000, the Operator agrees to replenish the escrow fund to restore the balance of the escrow fund back to $25,000.

2.18.6 The Operator agrees that any remaining amounts in the escrow funds will be returned to the Operator within thirty (30) days from the termination of the Agreement.

2.19 LIQUIDATED DAMAGES AND PAYMENTS

2.19.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that the Township of West Orange will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Proposal

specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

2.19.2 Liquidated Damages shall be assessed based on the findings of the Environmental Compliance Officer during the course of inspections of each of the recycling areas outlined within the scope of this RFP. Assessments shall be made within the confines of the following procedures:

2.19.2(a) The Environmental Compliance Officer will provide a written Notice of Deficiency to the Operator outlining the operational violation requiring attention, the recommended corrective action and the time period within which such correction shall be made.

2.19.2(b) Failure to correct said findings within the grace period shall result in an assessment of damages from the date of the finding to the date of final correction.

2.19.3 For failure of the Operator to comply with applicable laws in connection with solid waste disposal of residual solid waste or other materials that should be removed from the site, up to five hundred ($500.00) for each day in which the failure occurs shall be assessed.

2.19.4 Up to five thousand dollars ($5,000.00) for each incident or event where the Operator receives vegetative material beyond the scope of this RFP; including, but not limited to, the receipt of grass clippings other than de minimis quantities incidentally found in the collection of leaves, or material in excess of that amount permitted under the terms of the RFP and the limited approval of the facility. Each truckload or portion of a truckload shall be considered a separate event.

2.19.5 For the Operator's personnel soliciting gratuities from residents, up to two hundred dollars ($200.00) for each incident.

2.19.6 Any failure by the Operator to arrange for the recycling of materials as specified herein may result in the assessment of liquidated damages of up to five thousand dollars ($5,000.00) per day plus any and all costs incurred by the Township of West Orange for the alternate marketing of said materials.

2.19.7 For failure of the Operator to comply with the operating conditions of the exempt Class "B" and exempt Class "C" recycling facilities as required under the terms of the exempt operating procedures mandated by the NJDEP or by the terms of this RFP, liquidated damages of up to five hundred dollars ($500.00) per day that such non-compliance remains in effect.

2.19.8 The Township of West Orange may seek reimbursement from the Operator for the actual costs incurred by the Township for the response/deployment of the Township of West Orange Fire Department to a fire or other condition at the site caused by the Operator's failure to comply with the operating conditions herein.

2.19.9 The Operator shall make rental payments in accordance with the amount submitted in their Proposal no later than the fifteenth (15th) day after the end of each month.

2.19.10 The Operator shall make revenue sharing payments in accordance with the percentage of Gross Revenues as reported under the terms of Section 2.20 no later than the fifteenth (15th) day after the end of each calendar quarter.

2.19.10 (a) The Operator shall submit a fully completed report as required under 2.20.4 with each payment.

2.20 REPORTING OF RECYCLING CONVENIENCE CENTER ACTIVITY

2.20.1 The Operator agrees that at its sole cost and expense, it will provide to the Township's Engineer and/or Director of the Department of Public Works, and the Environmental Compliance Officer, an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

2.20.1(a) All reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Township. At a minimum, such data must include:

2.20.1(a)1 The marketing date
2.20.1(b)2 The weight receipt number
2.20.1(c)3 The market's name
2.20.1(d)4 The market's address
2.20.1(e)5 The weight of the material sold
2.20.1(f)6 The range and average price received/paid per ton for each recyclable during the year.
2.20.1(g)7 All data must be provided on the Operator's letterhead and signed.
2.20.1(h)8 The prices paid to the Operator or to the market by the Operator for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

2.20.2 The Operator shall provide an annual report in either an excel or word format no later than March 1 for the prior year that provides an annual summary of all Class B and Class C materials received at the facility during the prior year in cubic yards in order that the Township can accurately determine the Operator's compliance with the Exempt Class B and Class C facility requirements. Said report shall include, at a minimum:

2.20.3(a) Total cubic yards of Class B material received during the calendar year.
2.20.3(b) Total cubic yards of Class B material shipped from the site in raw form during the calendar year.
2.20.3(c) Total cubic yards of Class B material that has been processed as either:
- First grind
- Second grind
- Dyed or finished mulch

2.20.3(d) Class C material received at the facility.
2.20.3(e) Class C material removed after receipt from the facility.

2.20.4 The Operator shall provide a report at the close of each calendar quarter that outlines the Gross Revenues generated by the operation as it relates to all materials received or sold from the site. The report shall include:

2.20.4(a) Total volume and Gross Revenue of material received by material type as follows:

- Leaves
- Brush
- Tree Parts
- Clean Wood
- Soil

2.20.4(b) Total volume and Gross Revenues generated by the sale of each material as follows:

- blended soils,
- finished compost
-decorative stone
- mulch of all grades
- landscape supplies

2.21 CHANGES TO OPERATING PROCEDURES

2.21.1 Changes to the Operating Procedures or approved equipment shall first require the approval in writing of the Township of West Orange and the NJDEP.

2.21.2 All expenses and fees required to change the Operating Procedures and/or Equipment utilized at any part of the recycling facilities shall be paid for by the Operator.

2.21.3 The Operator shall reimburse the Township for all of the Township's expenses incurred with regard to this Agreement and all operations within seven (7) days of receipt.

2.22 TERMINATION

2.22.1 West Orange may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the Operator, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

a. Non-performance by the Operator;
b. Abandonment of the Facility by the Operator, which shall include, but not be limited to, the failure to be open and fully operational for two (2) consecutive business days;
c. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance;
d. Expiration or termination of any permit necessary for the performance of the services required hereunder.
e. Any negative declaration, charge or determination by the DEP or other governmental entity which is not cured within thirty (30) days; and
f. Failure to reimburse the Township for any cost or expense incurred by the Township within seven (7) days of being provided a written request for reimbursement.

2.22.2 In the event of termination, the Operator shall remove all equipment within seven (7) days and shall be fully liable for any costs incurred in the removal of same. Any items remaining after seven (7) days shall be deemed abandoned to West Orange for all purposes and West Orange shall not be responsible for their use or disposal.

2.23 OPERATOR NON-PERFORMANCE

a. Non-performance by the Operator shall include, but not be limited to, any of the following situations:

1. Failure to be open and accept Vegetative Waste during the days and hours prescribed in Section 2.4 and failure to be open, operate and accept materials at the Recycling Convenience Center on the days and hours prescribed in Section 2.4 (except national holidays);
2. Failure to staff the Facility with at least one (1) person during all hours of operation;
3. Failure to provide on-site, every thirty (30) days at least one (1) tub-grinder and any other equipment necessary to load and process Vegetative Waste, unless the Operator removes the Vegetative Waste off-site for processing;
4. Failure to comply with all conditions of any and all permits and laws of the Township of West Orange, the State of New Jersey and the DEP;
5. The stockpiling of any items at levels or operations which are deemed to be a fire, safety and/or health concern in the sole discretion of the Fire Chief, Fire Director and/or Director of the Department of Health or their designees;
6. Failure to accept and process at no cost to the Township Vegetative Waste generated by the Township and delivered to the Facility by the Department of Public Works for the Township; and
7. Any breach of any provision of this agreement.
8. Failure to deliver materials from the Convenience Center to recycling markets.

2.24 PERFORMANCE BOND, RESTORATION BOND AND INSURANCE

Before commencing the Work, the Operator shall furnish to West Orange the following:

a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a one - year Performance and Payment Bond, 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 Proposer fails to provide a performance bond for the first year of the contract, the Township may declare the Proposer to be non-responsive.

The Operator shall provide a one-year performance bond in the amount of $500,000 for each succeeding year of the contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium 120 days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of the contract a minimum of 120 days prior to the termination of the current bond will constitute a breach of contract and shall entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the Operator is obligated to fully perform through the date of termination of the contract and the Operator shall be subject to damages in an amount equal to the costs associated with re-Proposing the contract.

b. A Restoration Bond in the form acceptable to the West Orange Township Attorney, and in the amount equal to $50,000, duly executed by the successful Respondent (Operator), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to the Township of West Orange. The Restoration Bond must specifically provide that it will indemnify and pay all costs related to any actions required to restore the property to its original condition as it existed prior to the receipt of any Class A, B or Class C material at the site at the beginning of the contract. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to remediate transport and dispose of the Township's Vegetative Waste at sites other than the Facility. If the Surety on the Bond furnished files bankruptcy or becomes

insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Operator shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to the Township of West Orange.

c. Worker's Compensation Insurance per state requirements.

d. A comprehensive General Liability Policy with a combined single limit of $2,000,000 for bodily injury and property damage. The policy shall include coverage for "XCU" exposures and completed operations coverage.

e. An Automobile Public Liability and Property Damage Policy with a combined single limit of $2,000,000 for bodily injury and property damage.

f. All certificates of insurance shall stipulate that the insurance will not be changed or canceled without giving thirty (30) days prior written notice to the Township of West Orange by registered mail. Any notice of termination shall constitute an immediate default and permit the Township to immediately terminate this agreement.

g. Certificates shall show the type, amount, class of operations covered, effective dates and expiration dates for all policies.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list West Orange as an additional insured.

Section 2: Proposal Documents

SECTION 3.0

PROPOSAL DOCUMENTS

DOCUMENT CHECK LIST

Section	*Description*	*Initial*	*When due*
§ 3.01	Statement of Ownership Disclosure		Mandatory with Proposal
§ 3.02	Affidavit of Authorization for Contract		Mandatory with Proposal
§ 3.03	Market Capacity Affidavit		Mandatory with Proposal
§ 3.04	Moral Integrity Affidavit		Mandatory with Proposal
§ 3.05	Non- Collusion Affidavit		Mandatory with Proposal
§ 3.06	Sub-Contractor Use Form		With Proposal
§ 3.07	Experience Statement		Mandatory with Proposal
§ 3.08	Qualifications of Personnel		Mandatory with Proposal
§ 3.09	Equipment List		With Proposal
§ 3.10	Consent of Surety		Prior to Contract Award
§ 3.11	Affirmative Action Requirements		Prior to Signing Contract
§ 3.12	Americans with Disabilities Act		With Proposal
§ 3.13	Americans with Disabilities Act Affidavit		With Proposal
§ 3.14	Proposal form		Mandatory with Proposal
§ 3 .15	Revenue Sharing Proposal		Mandatory with Proposal
§ 3.16	Respondent Proposal Form		Mandatory with Proposal
§ 3.17	Disclosure of Violations		Mandatory with Proposal
§ 3.18	Disclosure of Political Contributions		With Proposal
§ 3.19	Disclosure of Investment Activities in Iran		Prior to Contract Award
§ 3.20	Equipment Dedication Affidavit		Mandatory with Proposal
§ 3.21	Proposal Bond Form		Mandatory with Proposal
§ 3.22	Acknowledgement of Receipt of Addenda		Mandatory with Proposal
§3.23	Business Registration Certificate		Prior to Contract Award
§ 1.09	Certificate of Insurance		Due 5 days from request after Award

Article 3.01

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Nature's Choice NJ LLC

Organization Address: 1106 Millstone River Road, Hillsborough, NJ. 08844

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
SEE ATTACHED	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
See ATTACHED	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven R Carn	Title:	President
Signature:	X Steven R Carn	Date:	2/6/2024

See Attached

DocuSign Envelope ID: BCEB35BA-C87B-4AA5-9D74-55C62ADE376A

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Nature's Choice NJ LLC

Organization Address: 1106 Millstone River Rd, Hillsborough Twp NJ 08844

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Compost 360 Acquisition, LLC	9 Greenway Plaza, Ste 2400, Houston, TX 77406

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Compost 360 Acquisition Parent, LLC (>10% of Compost 360 Acquisition, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046
Compost 360 Holdings, LLC (>10% of Compost 360 Acquisition Parent, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046
Compost 360 Investments, LLC (>10% of Compost 360 Holdings, LLC)	9 Greenway Plaza, Ste 2400, Houston TX 77046

See addendum for further detail

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the *City* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***City to*** notify the City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steven R Carn	Title:	President
Signature:	X Steven R Carn	Date:	2/6/2024

DocuSign Envelope ID: BCEB35BA-C87B-4AA5-9D74-55C62ADE376A

Addendum to Statement of Ownership Disclosure

Part III

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Sterling Compost 360 Aggregator, L.P. (>10% of Compost 360 Investments, LLC)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund, L.P. (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund (Executive Fund), L.P. (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Compost 360 Blocker Corp (>10% of Sterling Compost 360 Aggregator, L.P.)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Sterling Group Foundation Fund (Parallel), L.P. (>10% of Compost 360 Blocker Corp)	9 Greenway Plaza, Suite 2400, Houston TX 77046
Allianz Leben Private Equity Fonds 2001 Gmbh (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	Seidlstrasse 24-24a Munich Bavaria 80335 Germany
Harel Hamilton Lane Lp (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	110 Washington Street, Suite 1300 Conshohocken, PA 19428
The Jesus Fund (>10% of Sterling Group Foundation Fund (Parallel), L.P.)	1901 Napa Valley Drive Little Rock, AR 72212
Arizona Psprs Trust (>10% of Sterling Group Foundation Fund, L.P.)	3010 E. Camelback Road, Suite 200. Phoenix AZ 85016
New York State Teachers Retirement System (>10% of Sterling Group Foundation Fund, L.P.)	10 Corporate Woods Drive Albany NY 12211
Richard D Kinder (>10% of Sterling Group Foundation Fund, L.P.)	2229 San Felipe, Suite 1700 Houston TX 77019
Ronald M Cameron (>10% of Sterling Group Foundation Fund, L.P.)	1901 Napa Valley Drive Little Rock, AR 72212
State Of Wisconsin Investment Board (>10% of Sterling Group Foundation Fund, L.P.)	121 East Wilson Street Madison WI 53703
Kevin Garland (>10% of Sterling Group Foundation Fund (Executive Fund), L.P.)	11 Glenleigh Dr. Little Rock AR 72227

Article 3.02

State of New Jersey
Township of West Orange

Affidavit of Authorization for Contract

State of New Jersey

SS.

County of Somerset

Steven R. Carn being duly sworn,

deposes and says that he resides at 1106 Millstone River Road Hillsborough NJ. 08844

that he is the President ***(Title)*** who signed the Proposal for this Contract;

that he was duly authorized to sign; that the seal attached is the seal of the Respondent; and

that all declarations and statements contained in the Proposal are true, to the best of his knowledge and belief.

X Steven R Carn
(Type and print name of affiant under signature
Steven R Carn

Subscribed and sworn to before me this 6th day of February 2024.

(Notary Public)

My commission expires September 15, 2027

Article 3.03

MARKET CAPACITY AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF

I, Steven R Carn, am the President
(Name of Affiant) (Identify Relationship to Proposer)

of the Nature's Choice NJ. LLC and being duly
(Name of Proposer)
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and West Orange will rely upon the truth of the statements contained in this affidavit and in this Proposal in signing the contract for the Contract term.

At all times during the term of this Contract, Steven R Carn agrees to commit, that Nature's Choice NJ LLC has secured and will maintain sufficient market capacity for the Marketing of all Recyclable Materials as outlined within the RFP at a Market as defined under N.J.S.A. 13:1E-99.12 and received during the term of this Contract.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle West Orange to damages arising there-from in accordance with the Liquidated Damages Provision within this Request for Proposal and Contract.

X Nature's Choice NJ. LLC, President
Name of Firm or Individual Title

X Steven R Carn 2/6/2024
Signature Date

Subscribed and sworn to before me
this 6th day of February 2024
Notary Public of Monmouth County.
My Commission expires 9/15, 2024

Article 3.04

State of New Jersey
Township of West Orange

Moral Integrity Affidavit for Contract

State of New Jersey

SS.

County of Somerset

I, Steven R Carn, the President of Nature's Choice NJ. LLC hereinafter called the Respondent, being duly sworn, deposes and says:

1. That the Respondent herewith submits a proposal regarding this Contract to the Township of West Orange. YES

2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of the Township of West Orange. YES

3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of his owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

   none

4. That neither the Respondent not any of his owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, no state).

   none

5. That the Respondent does not appear on the State of New Jersey's Treasurer's Department List. NO WE DON NOT

6. That the State in which the Respondent is incorporated is: New Jersey

7. That if the answer to question #6 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.

8. That the names and address of the principals, officers, and shareholders of the Respondent are as follows:

   Steven R Carn, President + CEO

   Randall Arnold, Secretary + COO

   (Use additional sheets if required)

9. That he is personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true. YES

10. That this Affidavit is made to the Township of West Orange to accept the Proposal for this Contract, knowing that the Township of West Orange relies upon the truth of the statements contained herein. YES

Nature's Choice NJ LLC

X

(Respondent)

Steven R Carn, President

(Type or print name of affiant under signature)

Subscribed and sworn to before me this 6TH day of February 2024.

(Notary Public)

My commission expires September 15, 2027

Article 3.05
Non-Collusion Affidavit

State of New Jersey

SS.

County of Somerset

I, Steven R Carn of the Township of Hillsborough, in the County of Somerset and the State of New Jersey, of full age being duly sworn according to law, on my oath depose and say that: I am President of the firm of Nature's Choice NJ LLC, the Proposer making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said Proposer has not, directly or indirectly, entered into any agreement, participation in any collusion or otherwise taken any action in restraint of free, competitive Proposal in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the Township of West Orange, New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such a contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Nature's Choice NJ. LLC (N.J.S.A. 52:34-15).

Name of Contractor Nature's Choice NJ. LLC

X Steven R Carn

(*Sign Name Here*) Steven R Carn President

Subscribed and sworn before me on this 6th day of February 2024.

(*Notary Public*) N.J.

My commission expires: September 15, 2027

Note to Notary: When completing this form, all notaries must: **1-** Indicate date. **2**. Indicate State. **3**. Sign Name. **4**. Affix name by Printing it, typing it, using a rubber stamp, using an impression seal or using a mechanical stamp.

NOTE: *The person who signed the proposal form from the respondent should sign this form also.*

Article 3.06

State of New Jersey

Township of New Jersey

Sub-Contractor Use Form

Furnish below the company name, address, telephone number, and name of contact person for each sub-subcontractor, if any, to be used in the performance of the Work for the Contract. Experience statements shall be attached hereto for each sub-contractor. NOTE: If no work will be sub-contracted, indicate NONE.

NONE

The contractor is advised that any change of sub-contractor(s) from the ones listed herein is subjected to the Township of West Orange's approval. Change of sub-contractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

Witness: Matthew Vastano
Matthew Vastano

Nature's Choice NJ. LLC
(*Name of Company*)

1106 Millstone River Road, Hillsborough NJ
(*Address*)

2/6/2024
(*Date*)

BY: X Steven R Carn
(*Sign Name (Original Signature Only)*

Steven R Carn, President
(*Print Name & Title*)

Article 3.07

Experience Statement

Township of West Orange, West Orange, New Jersey

Gentlemen:

I hereby certify that my company has performed the following private or public work which is relevant to this proposal. I further certify that my company has never defaulted under any contract.

(Give name of project, owner's name and address, contact person, and phone number, type of work, when started and completed, and dollar amount of work.)

PLEASE see Sections 3+4

Matthew Vastano
(Witness) Matthew Vastano

2/6/2024
(Date)

Nature's Choice NJ- LLC
(Name of Company)

1106 Millstone River Rd
(Address) Hillsborough, NJ. 08844

BY: S Stark
Sign Name (Original Signature Only)

Steven R Carn, President
(Print Name and Title)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

PLEASE see Sections 3+4

Article 3.08

Qualifications of Personnel

Below provide the names of the personnel – both management, supervisory and non - supervisory who will be assigned to the West Orange Recycling Center. In addition to their names please provide their experience in operating a facility for Class B, Vegetative Waste Processing, Class C, Leaf Composting and Recycling Convenience Center. Experience shall include the amount of time served in the various positions held.

Copies of Certified Compost Facility Operator Certificates Must be Included For Each Person Who is Assigned to the Site

I hereby certify that these employees will be assigned to the West Orange Recycling Center and that their individual experience is as described.

PLEASE see section 3

Matthew Vastano

(*Witness*) Matthew Vastano

Nature's Choice NJ. LLC

(*Name of Company*)

1106 Millstone River Road, Hillsborough NJ

(*Address*)

2/6/2024

(*Date*)

BY: X Steven R Carn

Sign Name (Original Signature Only)

Steven R Carn, President

(*Print Name and Title*)

(You may attach your own forms to this sheet if you prefer, but sign and witness this sheet)

Article 3.09
Equipment List

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable
	PLEASE SEE Section 4			

Article 3.10

Consent of Surety
To Accompany Proposal

_____ (hereinafter called Surety), organized and existing under the laws of The State of _____ and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certified and agrees that if the contract for which that attached Proposal is made be awarded to _____ (hereafter called Contractor) for the performance of certain work or supplying of certain materials, or both, as more particularly set forth in said Proposal and described for purposes of this instrument as a Proposal for

_____ to the ***TOWNSHIP OF WEST ORANGE*** and if Contractor shall enter into the contract with a bond in the full amount of the contract price.

PLEASE SEE Section 6

_____
(*Name of Insurance Company*)

_____
(*Address*)

_____

_____
(*Signature Attorney-In-Fact for Insurance Company*)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

Article 3.11
Affirmative Action Requirements

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

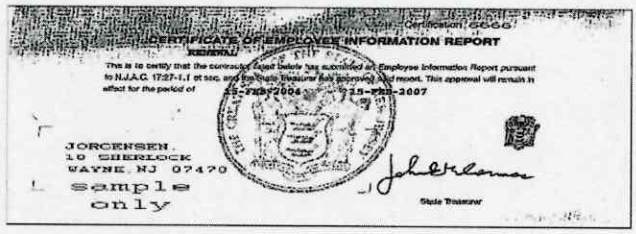
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

SEE Section 5


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

JORGENSEN
10 SHERLOCK
WAYNE NJ 07470
sample
only

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:
http://www.state.nj.us/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq. REVISED 1/2016

X Steven R Cam — President

Signature **Title**

Steven R Cam

Print Name

Article 3.12

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") *(42 U.S.C. 12101* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Article 3.13

AMERICANS WITH DISABILITIES ACT OF 1990 AFFIDAVIT

STATE OF NEW JERSEY }
}
COUNTY OF } SS: Collection of Solid Waste & Recycling Bid

I, Steven R Carn, am the President
(Name of Affiant) (Identify Relationship to Bidder)

of the Nature's Choice NJ. LLC and being duly sworn,
(Name of Bidder)

I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and Township rely upon the truth of the statements contained in this affidavit and in said Bid in signing the contract for the said project.

I/we warrant that I/we have read Section 6.8 of these Specifications.

I further warrant that at all times during the performance of the Solid Waste Contract, I agree I will comply with and certify that he/she is aware of the commitment to comply with the requirements of the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.) and agrees to furnish the of evidence of such compliance upon request.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township to damages arising therefrom. Nature's Choice NJ LLC

Steven R Carn	President
Name of Firm or Individual	Title
X Steven R Carn	2/6/2024
Signature	Date

Subscribed and sworn to before me

this 6th **day of** February **20**24

Notary Public of

My Commission expires 9/15 **20**27

ARTICLE 3.16

RESPONDENT PROPOSAL FORM

THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public.

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

Nature's Choice NJ LLC
NAME OF THE RESPONDENT

SIGNATURE OF CORPORATE SECRETARY
Randall Arnold

1106 Millstone River Road
ADDRESS OF RESPONDENT
Hillsborough, NJ. 08844

Randall Arnold, Secretary
PRINT NAME & TITLE
CORPORATE SECRETARY

973. 969. 3299 EXT. 201
TELEPHONE NUMBER

By:

SIGNATURE

Matthew Vastano, Manager
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

ARTICLE 3.17

DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

(1) on 11/9/2023 NOV For Stockpile 5 Feet outside Horizontal MARKER, Violation WAS Remedied within one hour of it being issued. (PLEASE SEE ATTACHED)

no other Violation

NATURE'S CHOICE NJ. LLC

There have been no violations against _____ or any related companies,
(Respondent)

and or affiliates within the past 5 years

X Steve
(Type or print name of affiant under signature) Steven R. Carn, President

Subscribed and sworn to before me this 6TH day of February, 2024

(Notary Public)

My commission expires September 15, 2027

File #
PI #

New Jersey Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement

NOTICE OF VIOLATION

Program Interest: 132237 Site Address: 100 Baler Blvd.
Municipality: Kearny County: Hudson Zip:
Person Interviewed: Elmer Morales Title: Site operations

On 11/9/23 a representative from the NJDEP Bureau of Solid Waste Compliance and Enforcement (BSWC&E) conducted a compliance evaluation of the above Program Interest. This **NOTICE** is issued based on facts observed by or known to the Department's representative issuing this **NOTICE**, to warn you that a violation(s) of the Statutes and Rules checked below has been found:

X Solid Waste Management Act N.J.S.A. 13: 1E-1 et seq. and rules at N.J.A.C. 7:26 - 1 et seq. and/or N.J.A.C. 7:26A-1 et seq. and/or N.J.A.C. 7:26G-1 et seq.

_____ Spill Compensation and Control Act N.J.S.A. 58:10-23.11 et seq. and rules at N.J.A.C. 7: 1E-1 et seq.

EXPLANATION OF THIS NOTICE- Violations with citation(s) to the specific Rules issued under the above checked Statutes:

Permit condition #76 The recycling center is authorized to store processed and unprocessed materials in the designated storage areas as shown on the approved site plan. Violation - leaves and unprocessed tree parts were being stored outside of the horizontal boundary at the back of the facility at least by 20 ft. [N.J.A.C. 7:26A-3.5(g)]

☐ Violation above corrected at time of issuance ☒ See additional 1 (#) pages of **EXPLANATION OF THIS NOTICE**

PURPOSE OF THIS NOTICE - This is intended to serve as a **NOTICE** to you, to warn you of the above violations, in order to 1) provide you with an opportunity to voluntarily investigate the matter and, voluntarily take corrective action to address the identified violation(s) and 2) identify those violations, and time periods, pursuant to the Grace Period Law, N.J.S.A.13:1D-125 et seq. where your voluntary action can prevent formal enforcement orders and penalties issued by the Department (see violations marked with an asterisk above *). This **NOTICE does not** constitute a formal enforcement order, a final agency action or a final legal determination that a violation has occurred. Therefore, this **NOTICE** may not be appealed or contested.

Neither the issuance of this **NOTICE** nor any corrective actions taken by you to address the violation(s) cited, precludes the State of New Jersey or any of its agencies from initiating future enforcement action (including issuance of a formal enforcement order and the assessment of penalties) with respect to the violations listed above or for any other violations. In the event the Department determines to pursue future formal enforcement action, you will then be provided with an opportunity to appeal or contest such action.

RESPONDING TO THIS NOTICE - Voluntary corrective actions taken in response to this **NOTICE** can affect the Department's determination on the need for or severity of any potential future enforcement action in this matter. In accordance with the Grace Period Law, the Department will not assess a penalty against you for the violations marked with an asterisk * above, if you take voluntary action to address and correct these violations at the time of issuance, or within the time periods indicated in this **NOTICE**. For violations identified in this **NOTICE** that **are not** subject to the Grace Period Law, the Department may consider any voluntary actions you take in response to this **NOTICE** as part of its determination 1) on whether to initiate future formal enforcement action for this site/matter and, 2) on the amount of any penalty that may be assessed in future enforcement actions. Please see items checked below regarding actions you may voluntarily undertake to address violations identified in this **NOTICE:**

CORRECTIVE ACTION PAGE(S) - The Corrective Action Page(s) outlines the timeframes pursuant to the Grace Period Law during which you may voluntarily take action to come into compliance. Depending on the nature of violations cited in this **NOTICE**, corrective action or compliance assistance recommendations for violations that are not subject to the Grace Period Law may also be outlined on this form.

☐ Not Provided for this Notice

☒ See additional 1 (#) attached pages

COMPLIANCE RESPONSE FORM - Submission of a Compliance Response Form if checked below is voluntary. Completed forms should be sent to the Department contact indicated at the bottom of this **NOTICE.**

☐ Not Applicable

☒ If received within 30 days of receipt it will preserve your protection from penalty under Grace Period Law.

☐ If received within ____ days of receipt, it will be considered in potential future Department action regarding the violations cited.

FOR QUESTIONS REGARDING THIS NOTICE please contact the Department representative issuing this **NOTICE** at the location indicated.

Mail Code 09-01,
P.O. Box 420, Trenton, NJ 08625-0420
Tel: (609) 292-6305 Fax: (609) 292-4539

Issued by: Andrea Zasoski Date: 11/9/23 Signature: Andrea Zasoski

Received by (print): Elmer Morales Date: 11/9/23 Signature (receipt only): _____

New Jersey Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement

NOTICE OF VIOLATION Attachment
CORRECTIVE ACTION PAGE (2 of 2)

Site Name NJSEA Class B+C Date 11/9/23

Corrective Action: Move Stockpiles within the horizontal boundary at the back of the facility

by 12/9/23 (date) OR 30 calendar day(s) from 11/9/23

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Corrective Action: _____

by _____ (date) OR _____ calendar day(s) from _____

Issuer's initials AZ rec'd by initials IEM

ARTICLE 3.18

DISCLOSURE OF POLITICAL CONTRIBUTIONS

"Pay to Play" – Notice of Disclosure Requirement – P.L. 2005, Chapter 271, Section 3 Reporting (N.J.S.A. 19:44A – 20.27) (1) Any business entity that has received $50,000 or more in contracts from government entities in a calendar year is required to file an annual disclosure report with ELEC. The instructions and form are available on the ELEC website. (2) Annual Disclosures require submission by March 30th of each year covering contracts and contributions for the prior calendar year. (3) At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us. (4) If you have any questions please contact ELEC at: 1-888-313-ELEC (3532) (toll free in NJ) or 609-292-8700

I have read the above statement and agree to be bound by its terms

PROPOSALDER: S Stn
SIGNATURE Steven R carn

TITLE: President

FOR: Nature's Choice NJ. LLC
CONTRACTOR

Sworn to and subscribed before me on this 6TH day of February, 2024.

(Notary Public)

My commission expires on September 15, 2027

Article 3.19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Nature's Choice NJ LLC

PART 1: CERTIFICATION
BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX

Pursuant to N.J.S.A. 52:32-55 and any amendments thereto, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf. Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to N.J.S.A. 52:32-55 and any amendments thereto, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN - CONTINUED

Name: _____ Relationship to Bidder _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Township of West Orange is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of West Orange to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Township of West Orange, New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Steven R Carn

Signature: X

Title President Date: 2/6/2024

Date: _____

Article 3.20

EQUIPMENT DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF ESSEX } SS: Township of West Orange Recycling

I, Steven R Carn (Name of Affiant), am the President (Identify Relationship to Proposer)

of the Nature's Choice NJ. LLC (Name of Proposer) and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the West Orange Township Council rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

At all times during the performance of this contract, I agree to commit, for use as required in the Township of West Orange, the equipment reasonably calculated to ensure that the Class A, Class B, and Class C recycling operations are in full compliance with all site operating conditions as provided herein and under all applicable New Jersey Department of Environmental Protection regulations, and that such equipment is in compliance with this Request for Proposals and with New Jersey Law. I further warrant that should additional or replacement equipment be required during the terms of this agreement, the Township of West Orange will not be responsible for any costs incurred by the operator.

I also understand and agree that during the terms of this agreement, the Township of West Orange has the right to inspect all equipment at any time and for any reason.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Township of West Orange to damages arising therefrom.

Nature's Choice NJ LLC Steven R Carn **Name of Firm or Individual**	President **Title**
X Steven R Carn **Signature**	2/6/2024 **Date**

Subscribed and sworn to before me

this 6th day of February 2024

Notary Public of Monmouth County

My Commission expires September 15, 2024

Article 3.21

Proposal Bond Form

See Section 6

Article 3.22

TOWNSHIP OF WEST ORANGE

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

Addendum Number	Dated	Acknowledge Receipt (Initial)
#1	1/29/2024	SC/MV

☐ No addenda was received. (please check off if no addenda received)

Acknowledged for: Nature's Choice NJ. LLC
(Company Name)

By: [signature]
(Signature of Authorized Representative)

Name: Steven R Carn
(Print)

Title: President

Date: 2/6/2024

TOWNSHIP OF WEST ORANGE, ESSEX COUNTY, NEW JERSEY

ADDENDUM NO. 1
TO
RFP FOR THE OPERATION OF THE TOWNSHIP OF WEST ORANGE RECYCLING CENTER

To all concerned:

The original RFP for the above project issued on January 19, 2024 is hereby amended by this Addendum No. 1. All vendors who obtained the RFP on or prior to the date of this Addendum No. 1 will be provided this Addendum as required. The Addenda Acknowledgement form in the RFP must be completed. This Addendum No. 1 shall become part of the original RFP and is to be attached thereto. ANY CHANGES NOTED HEREIN SUPERSEDE THE ORIGINAL RFP.

Unless specifically provided otherwise, changes are identified as follows:
Items underlined are additions while items marked with (~~strike through~~) are deletions.

Amend Section 1.08.4 as Follows:

Any Proposal submitted shall be for a three (3) year contract to commence (~~March 1, 2024~~) May 1, 2024 with two (2) options to renew for additional one -year periods. The Township will notify the Operator 120 days prior to the expiration of the three (3) year contract if it will exercise the option to renew for another one - year period. Should the contract be extended for one (1) additional year, the Township will notify the Operator 120 days prior to the expiration of the one - year extension if it will exercise the option and renew the contract for the fifth and final year.

Amend Section 2.2.2 as Follows:

The current site plan is shown in Appendix "A." Respondents are advised that this plan may be modified by the successful Proposer as specified in Section 2.1.3.

1/29/2024 $97.20

10821034-01

Article 3.23

Business Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

****

See Section 5

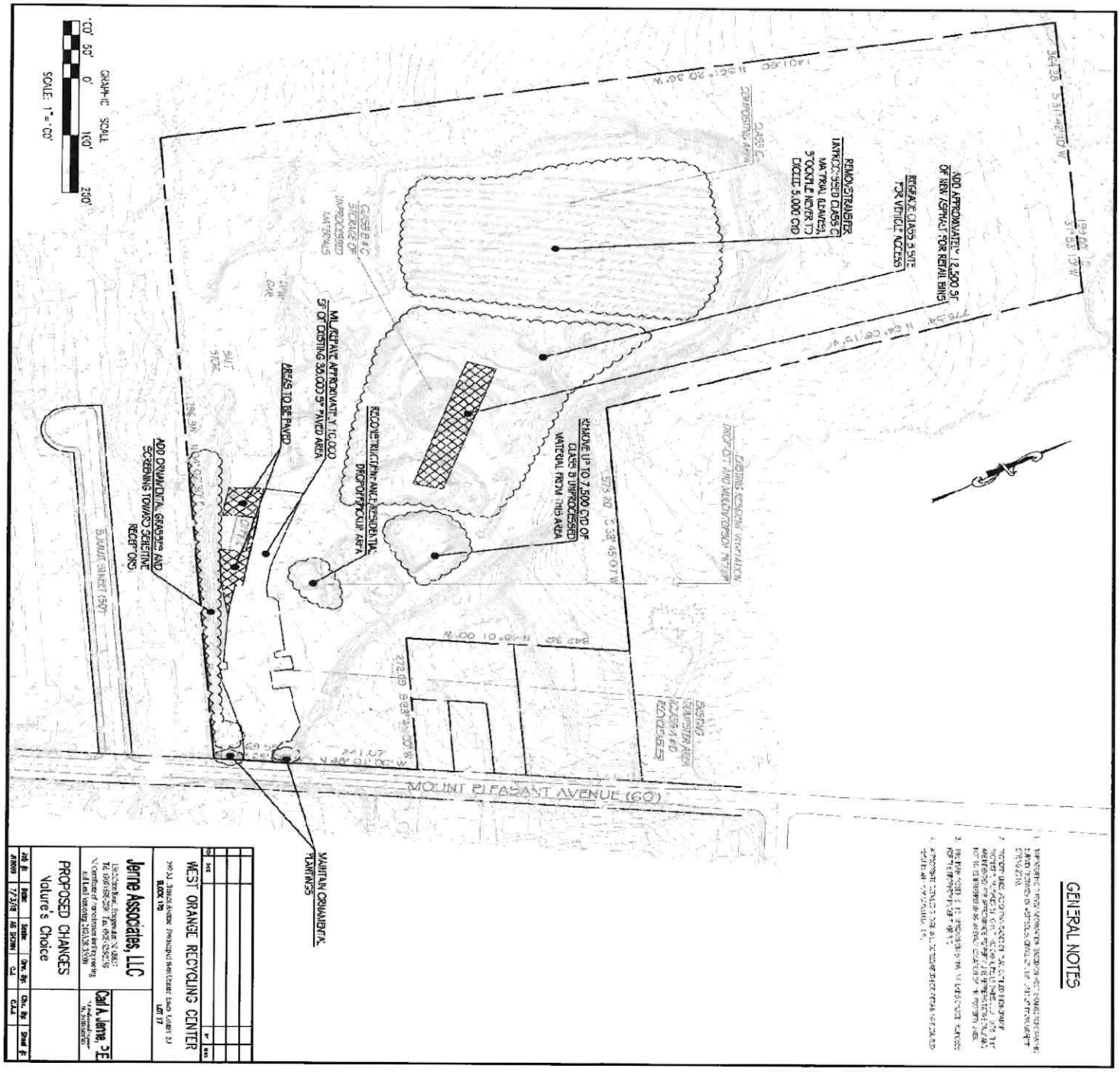
APPENDICES

FACILITY SITE PLAN AND SITE IMPROVEMENT PLAN

4849-1061-2834, v. 1

See Section 7

Appendix "A"


GENERAL NOTES
MOUNT PLEASANT AVENUE (60')
REMOVE/TRANSFER UNPROCESSED CLASS C MATERIAL (LEAVES, STOCKPILE NEVER TO EXCEED 5,000 CY)
REGRADE CLASS 5 SITE FOR VEHICLE ACCESS
ADD APPROXIMATELY 12,500 SF OF NEW ASPHALT FOR RETAIL BINS
REMOVE UP TO 7,500 CY OF CLASS B UNPROCESSED MATERIAL FROM THIS AREA
RECONSTRUCT PAVED RESIDENTIAL DROP-OFF PICK-UP AREA
MILL/REPAVE APPROXIMATELY 10,000 SF OF EXISTING 38,000 SF PAVED AREA
AREAS TO BE PAVED
ADD ORNAMENTAL GRASSES AND SCREENING TO MACO SERENTINE RECEPTORS
MAINTAIN ORNAMENTAL PLANTINGS
EXISTING CANOPY
EXISTING CONCRETE RECEIVING AREA
EXISTING CONCRETE DROP-OFF AND MULCH TOPSOIL PICK-UP
GRAPHIC SCALE
SCALE: 1" = 100'
WEST ORANGE RECYCLING CENTER
PROPOSED CHANGES
Nature's Choice
Jerne Associates, LLC
Carl A. Jerne, PE

Appendix "B"

SITE IMPROVEMENT PLAN

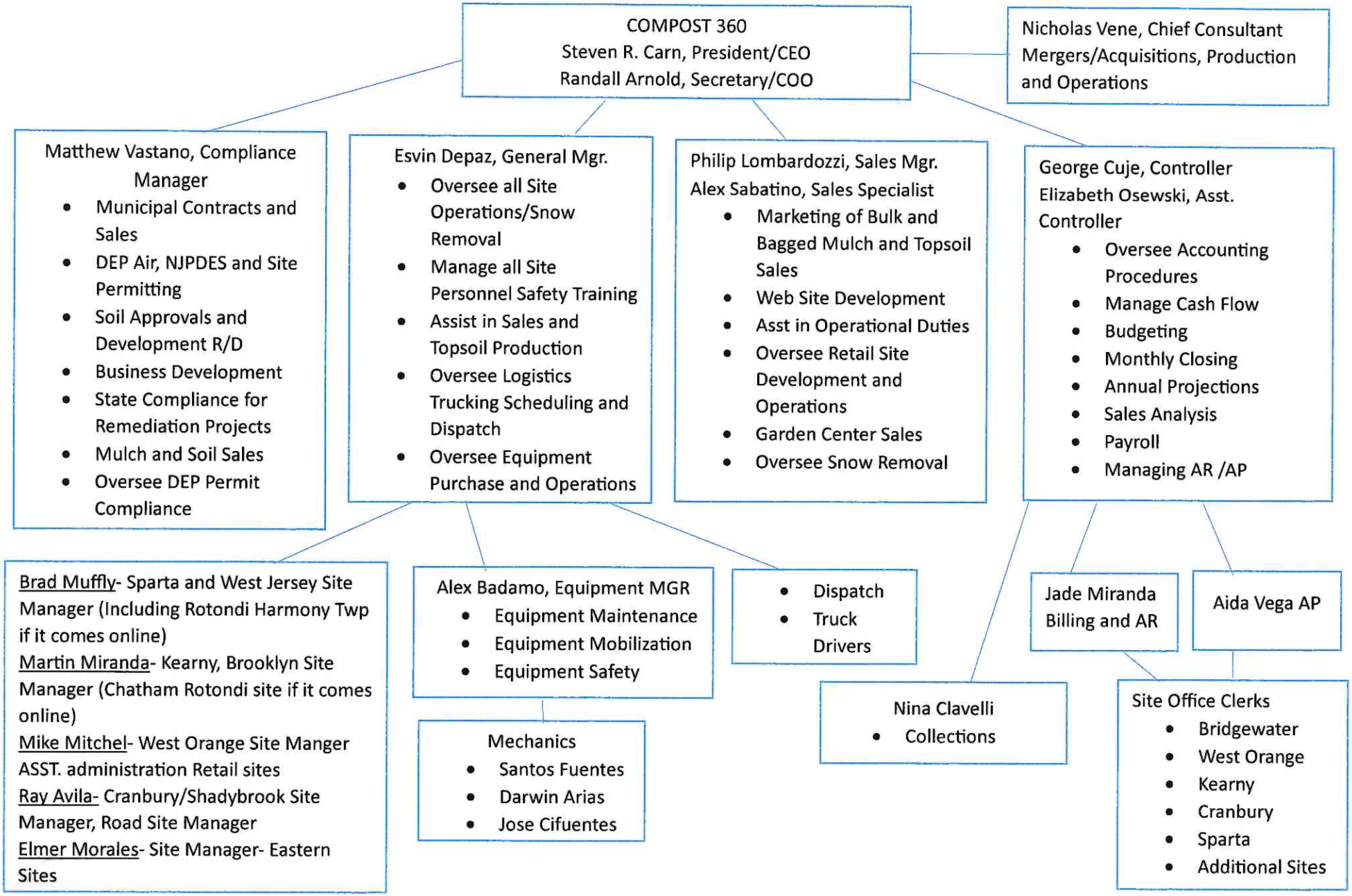
See section 7

TO BE SUPPLIED BY THE VENDOR

Section 3: Company Organizational Chart

Management and Personnel Resumes and Bios

Rutgers Compost Certifications


COMPOST 360
Steven R. Carn, President/CEO
Randall Arnold, Secretary/COO
Nicholas Vene, Chief Consultant
Mergers/Acquisitions, Production and Operations
Matthew Vastano, Compliance Manager
Municipal Contracts and Sales
DEP Air, NJPDES and Site Permitting
Soil Approvals and Development R/D
Business Development
State Compliance for Remediation Projects
Mulch and Soil Sales
Oversee DEP Permit Compliance
Esvin Depaz, General Mgr.
Oversee all Site Operations/Snow Removal
Manage all Site Personnel Safety Training
Assist in Sales and Topsoil Production
Oversee Logistics Trucking Scheduling and Dispatch
Oversee Equipment Purchase and Operations
Philip Lombardozzi, Sales Mgr.
Alex Sabatino, Sales Specialist
Marketing of Bulk and Bagged Mulch and Topsoil Sales
Web Site Development
Asst in Operational Duties
Oversee Retail Site Development and Operations
Garden Center Sales
Oversee Snow Removal
George Cuje, Controller
Elizabeth Osewski, Asst. Controller
Oversee Accounting Procedures
Manage Cash Flow
Budgeting
Monthly Closing
Annual Projections
Sales Analysis
Payroll
Managing AR /AP
Brad Muffly- Sparta and West Jersey Site Manager (Including Rotondi Harmony Twp if it comes online)
Martin Miranda- Kearny, Brooklyn Site Manager (Chatham Rotondi site if it comes online)
Mike Mitchel- West Orange Site Manger ASST. administration Retail sites
Ray Avila- Cranbury/Shadybrook Site Manager, Road Site Manager
Elmer Morales- Site Manager- Eastern Sites
Alex Badamo, Equipment MGR
Equipment Maintenance
Equipment Mobilization
Equipment Safety
Mechanics
Santos Fuentes
Darwin Arias
Jose Cifuentes
Dispatch
Truck Drivers
Nina Clavelli
Collections
Jade Miranda
Billing and AR
Aida Vega AP
Site Office Clerks
Bridgewater
West Orange
Kearny
Cranbury
Sparta
Additional Sites

Steven R Carn – Chief Executive Officer

Steven R Carn is the Chief Executive Officer, President, and a member of the Board of Directors of Compost360 Acquisition, LLC and President of Natures Choice NJ, LLC, and its related entities since August 2023. Prior to his current role, Mr. Carn served as Chief Financial Officer for Advanced Disposal Services Inc., a publicly traded environmental services company from August 2006 to October 2020. Mr. Carn joined Advanced Disposal in April 2001 and served as Chief Accounting Officer until August 2006 when he was promoted to Chief Financial Officer. Mr. Carn is a CPA with over 20 years of financial and operational experience in the environmental services industry growing a vertically integrated decentralized solid waste company from start-up to 4th largest solid waste company in the U.S. with revenue of $1.6 billion operating in 16 states with 6,100 employees. Prior to joining Advanced Disposal, Mr. Carn served for three years as Chief Financial Officer of Town Star Food Stores, LLC, a convenience store business with over $30 million in annual revenues. Prior to his service with Town Star, Mr. Carn served as Senior Consultant with CFO Services, Inc., a company engaged primarily in providing temporary chief financial officer services to emerging companies in the Jacksonville, Florida area. Mr. Carn began his career as an accountant with Ernst & Young in 1987. Mr. Carn graduated from The Ohio State University with a bachelor's degree in Business Administration in 1987 and is a certified public accountant in Ohio.

Randall T. Arnold
Biography

Randall (Randy) T. Arnold has served as Chief Operating Officer (COO) for Compost 360 Acquisition, LLC and Secretary for Natures Choice NJ, LLC, and its related entities since August 2023. Prior to his current role, Mr. Arnold was sole / managing member of A3M Trucking, LLC for the period 2021 – 2023 providing logistical and infrastructure development consulting services to private companies. Mr. Arnold previously served as Senior Vice President (SVP) for Advanced Disposal Service, Inc. for the period 2006 – 2021.

Advanced Disposal was a solid waste and recycling company with $1.5B in annual revenue. Advanced was private until its' initial public offering in 2016. Mr. Arnold's roles with Advanced were broad in scope and included strategic oversight of the company's landfill operations, compost facilities, transfer stations, material recovery facilities (MRF's), and collection services lines of business. Mr. Arnold participated extensively in the company's capital management, mergers, and acquisitions (M&A), Environmental Health and Safety (EH&S) and Best Management Practices (BMP) programs.

Prior to Advanced Disposal, Mr. Arnold served in leadership roles for Allied Waste Industries (dba Browning Ferris Industries) including interim Assistant Region Vice President, District Manager and Area Operations Manager. Randy's experience includes tenure with Waste Management, Inc. performing duties as a Division President and Region Director of Operations. He began his career in the solid waste and recycling industry in 1991 following his graduation from the University of Alabama with a degree in business management.

MATTHEW A. VASTANO

Cell Phone: [redacted] Work Phone: 973-969-3299 Fax: 732-469-0054
Email: mvastano@natureschoicecorp.com

QUALIFICATIONS

Possesses the skills to identify organizational needs to promote more efficient day-to-day operations. Includes writing specifications for projects, equipment, services necessary to accomplish organizational goals.

Intuitive sense for compromise in all types of negotiations including but not limited to labor unions, public relations and contractual performance. Possess's superior communication skills with individuals from all sectors of society.

Ability to initiate new procedures to an existing organization with minimal resistance. Staying informed to the most recent technological advances available to increase organizational efficiency.

WORK HISTORY

1999- Present Executive Vice President, Nature's Choice Corporation

- Responsible for securing and maintaining all municipal contracts.
- Assist municipalities with the developmental of recycling programs with the emphasis on yard waste.
- Design and write specifications for yard waste and other recyclable collection.
- Prepare and implement budgeting for various municipal programs.
- Assist municipalities in cost analysis and business evaluation.
- Obtainand 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 characterisitics 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 Asscociates 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 Municpal Utilities Authority.

East Brunswick, New Jersey 732-684-7085 mvastano@natureschoicecorp.com

Eddie DePaz (General Manager)

Eddie is responsible for all operations for Nature's Choice Corporation/Reliable Wood Products facilities including company transportation scheduling deliveries in company owned trucks or trucks of independent owner operators to inter-site transfers. He is familiar with state and federal regulations. Eddie has been employed by Nature's Choice /Reliable Wood Products for 25 years and is familiar with all aspects of the business operations. All of Eddie's skills were developed from the ground up and within the recycling business. He speaks Spanish and English fluently and is familiar with are bagged topsoil, compost, and mulch as well as bulk deliveries of those products.

Mike Mitchell- West Orange Exempt Class B &C Site Manager

Mike has been the West Orange recycling facility manager since March of 2008 and is responsible for the day-to-day operations of the facility. Prior to his present position Mike was the manager of Nature's Choice 's / Reliable Woods Class B recycling facility in Cranbury NJ. He has over 17 years of recycling facility management experience including the marketing and recycling of Class A materials (i.e. co-mingle plastics , co-mingle glass , paper, card board, tires etc.). Mike is also in charge of running the Convenience Center at the West Orange Facility making sure all residents can recycle in safe secure environment and has completed the Compost Operators Certification Coarse.

Alex Badamo (Equipment Manager)

Alex is a veteran of the Navy and is a retired Fire Fighter from the Township of Hoboken. He is responsible for all equipment condition, operation, and maintenance records and reporting. Alex is experienced in the most efficient use of equipment by maintaining equipment operating conditions at each facility to maximize production and quality. His career as a professional firefighter is invaluable in monitoring and remediating storage pile conditions when spontaneous combustion of chip sand wood piles area at its highest potential. Alex is also familiar with producing different products, including dyed mulches, compost, and topsoil blended to specification. (resume attached)

ALEX BADAMO

30 KENTUCKY WAY, FREEHOLD, NJ 07228
PHONE: [redacted] EMAIL: abadamo@natureschoicecorp.com

OBJECTIVE

To obtain a position in a professional environment utilizing my various business experience and skills.

EXPERIENCE

1995 – Present **Reliable Wood Products/ Nature's Choice Corp.** Middlesex, NJ
Operations Manager

- Responsibilities of day to day operations consisting of overseeing daily production of employees.
- Site management of six different locatation 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
Fire Fighter (Retired)

1982 – 1988 **Military Service, US Navy**

REFERENCES

Eddie de Paz
Office Manager/ Logistics Manager, Nature's Choice Corp.
(201) 268-9421

[redacted]

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

Campus at New Brunswick

COOK COLLEGE

Continuing Professional Education

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the completion of

New Jersey Compost Operator
Certification Course

February 4, 1998
0.6 CEUs

Edward V. Lipman, Jr.
Director
Continuing Professional Education

Zane R. Helsel
Director
Rutgers Cooperative Extension

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

COOK COLLEGE

CONTINUING PROFESSIONAL EDUCATION

THIS CERTIFICATE IS AWARDED TO

Matthew Vastano

For the Completion of

PWANJ/APWANJ Leaf Collection Symposium

September 18, 2003

CPWM Approval # 5636
2 Technical, 2 Management & 1 Government

0.6 CEUs

Edward V. Lipman Jr,
Director
Continuing Professional Education

Dr. Karyn Malinowski
Dean of Outreach
And Extension Programs

RUTGERS

The New Jersey Agricultural Experiment Station
Office of Continuing Professional Education

Presents this certificate to

Esvin E. De Paz

For successfully completing the requirements of

New Jersey Compost Operator Certification Course

September 24, 2019
0.6 CEUs | 6 Contact Hours

Robert M. Goodman
Executive Dean of Agriculture & Natural Resources

Kenneth M. Karamichael
Director, Office of Continuing Professional Education

Rx Date/Time
07/23/2015 22:21 FAX
HUB-CC-CUUP(FRI) 10:ca

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

002

Section 4: Site Operation Experience

Site Permits for Overflow

Equipment List

Marketing Service Plan

Scope of Work

Fire Control Plan

NATURE'S CHOICE EXPERIENCE NARRITIVE

Class B & C Facility:

Nature's Choice/ Reliable Wood Products (NCRWP) has been recycling yard waste since 2003 and manages many municipal organic waste programs and facilities. Successful organic recycling depends on maintaining best practices, so the end products are attractive and sought after in the marketplace. That is the approach NCRWP follows at its facilities, whether owned or managed. NCRWP's staff includes certified compost operators, weigh masters and experienced equipment operators and truck drivers, most of whom have been with the company for over fifteen (15) years. It is imperative that the composting environment be maintained at optimum levels and that any deviation to the composting conditions be addressed and corrected immediately.

All equipment and site activity will have designated supervisors monitoring facility conditions, including maintaining compliance with the NJDEP rules and regulations, monitoring any potential negative impacts to the windrows. Leachate runoff, vector control, compliance with safety procedures, equipment condition and maintenance, and generally maintaining a safe working environment are all factors that NCRWP will monitor for a successful compost operation. The supervisor will also keep a daily log of inbound and outbound materials and document activities for work performed. Equipment maintenance will be the responsibility of the equipment manager. The West Orange facility has specific needs and NCRWP will identify any shortfalls in those operations and work to correct the deficiency to improve recycling goals. That also includes the Class A operation at the West Orange Facility.

Class A Recycling/ Convenience Center:

NCRWP has been involved with recycling Class A recyclables for over twenty (20) years. It started with paper, cardboard, plastic, and glass and has expanded to many other commodities such as tires, metal, electronics etc. Since NCRWP has been managing the West Orange convenience center, with the support from the mayor and council it has become the recycling hub for the residents to recycle paper, metal, tires comingle plastic and glass, and electronics in a safe manner. All marketing of the commodities is performed in-house with NCRWP equipment and personnel. NCRWP wants to make it an easy and safe visit for all residents by keeping staff at the facility to assist residents in placing all recyclables in the correct containers. This will create an efficient and proper recycling experience which in turn gives the township the highest recycling tonnage to report to the state and maximize the tonnage grants.

It is extremely important to give residents a positive experience at the convenience center to increase the mandated recycling the state has implemented. NCRWP is looking to expand the convenience center to recycle additional non-putrescible material hence increasing West Orange's recycling percentage.

Attached is a list of public and private entities that NCRWP provides the recycling for Class A, B and C materials:

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

EXPERIENCE/ REFERENCES

1. Leaf and/or Grass Disposal Services of Middlesex County — SERIVICE PERIOD
   Middlesex County Improvement Authority — **24 YEARS**
   Jim Polos/Paul Mataserra-609-655-5141
   55 Edgeboro Road — **Amount- 1.75 million**
   East Brunswick, NJ 08816
   South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
   Phone: 732-628-0221

2. Yard Waste Management
   City of Englewood Cliffs — **5 YEARS**
   Mark Neville, Recycling Coordinator
   342 Hudson terr. — **Amount- $100,000**
   Englewood NJ
   Phone: 201.568.0242

3. Yard Waste Management — 20 YEARS
   Township of Montclair
   Rob Bianco, Superintendent
   219 North Fullerton — **Amount -$500,000**
   Montclair, NJ 07042
   Phone: 973-783-5600

4. Yard Waste Management — 15 YEARS
   Borough of Bergenfield
   Neil Superintendent
   198 North Washington Avenue — **Amount-$275,000**
   Bergenfield, NJ 07601
   Phone: 201-357-4055
   310,000/yr – 2 Year Contract – Pop. 26,000

5. Yard Waste Management — 5 years
   Township of Bloomfield
   Frank 973-418-3684 — **Amount - $200,000**
   1 Municipal Plaza
   Bloomfield, NJ 07003

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC

6. Yard Waste Disposal — 2 YEARS
   Township of Teaneck
   818 Teaneck Road — $400,000
   Teaneck, NJ
   Travon Romeo
   (201) 837-1600 Ext. 1727

7. **City of Orange** — **2 year $100,000**
   29 North Day Street
   Orange, NJ 07050
   973.266.4030

8. **Borough of Elmwood Park** — **2 year $100,000**
   182 Market Street
   Elmwood Park, NJ 07407
   201.796.1457 ext.20

9. **PSEG** — **5 year 3,000,000**
   4000 Hadley Road — Recycle wood timber mats
   So. Plainfield, NJ 07080
   John Cataldo
   973.454.2217

NATURE'S CHOICE CORPORATION/RELIABLE WOOD PRODUCTS LLC SITE

BAGGING REFERENCES

10. **Scotts Company**
    Don Dugger-434-774-1438
    Don.dugger@scotts.com — 5 year
    20 Industrial Park RD
    PO box 143 — **Amount- 3 million dollars**
    Lebanon CT 06249
    800.811.2543

11. **Oldcastle Lawn and Garden** 5 YEAR
    Jim McKay- 207-754-5502
    Jim.mckay@oldcastle.com
    481 Spring Water Road **Amount 3 million dollars**
    PO BOX 527
    Poland, ME 04274

RECYCLING FACILITY MANAGEMENT REFERENCES

- **Township of Bridgewater** **SERVICE PERIOD**
  Transfer Site Management **12 YEARS**
  411 Chimney Rock Road
  Bridgewater NJ 08807 **Amount- 1.2 Million**
  Richard Shimp-908-725-6300

- **New Jersey Sports and Exposition Authority (NJSEA)** **18 YEARS**
  Multi Class NJDEP CLASS C AND B site management
  One Dekorte Park Plaza
  Lyndhurst, NJ 07071 **Amount-4.0 million**
  Tom Marturano- 201-460-4613

- **Waste Management /NY Parks Dept.** **13 years**
  Brooklyn Recycling Yard
  78 Thomas Street
  Brooklyn NY **Amount- $700,000**
  Jay Kaplan- 718-533-5310

- **Compost Site Management** 15 YEARS
  Town of West Orange
  86 Main St. **Amount -3 million**
  West Orange, NJ 07052
  Phone: 973.325.4155
  Lenny Lepore

- **Reliable Wood Products Class B recycling facility** **20 years**
  234 Broadway Road
  Cranbury NJ
  Phone: 973.969.3299

- **Reliable Wood Products class B Recycling Facility** **10 years**
  506 Houses Corner Road
  Sparta, NJ
  Phone:973.969.3299

- **Township of Woodbridge** — **5 years playground mulch**
  Municipal Building — **$50,000**
  1 Main Street
  Woodbridge NJ
  Phone:732-668-8425
  Bobby

- **Rutgers University** — **20 years mulch and topsoil**
  James Erdogdu, MPA, CEFP — **Supply**
  Assistant Director, Grounds Operations
  Institutional Planning and Operations
  University Facilities
  james.erdogdu@rutgers.edu | 848.445.6714

- **RAC Landscaping supply** — **Playground mulch**
  PO BOX2011
  Secaucus, NJ
  Phone: 201.988.2189
  Roberto

- **Nature's Choice Corporation** — **1992-2012**
  White Township
  NJDEP Class C Recycling Facility
  50 Foul Rift Road
  White Twp, NJ

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438
Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

Reliable Wood Products, LLC

Facility Type:	Class B Recycling Center
Block & Lot Nos.:	Block 5, Lot 25
Municipality:	South Brunswick
County:	Middlesex
Facility ID No.:	132312
Permit No.:	CBG180002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

December 13, 2019
Issuance Date

Karen Kloo

Karen Kloo, Chief
Bureau of Recycling & Hazardous Waste Management

January 24, 2024
Expiration Date

The State of New Jersey is an equal opportunity employer / Printed on recycled and recyclable paper.

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (brush, stumps, tree parts, leaves, and non-chemically treated and unpainted wood) receipt, storage, process, and transfer by **Reliable Wood Products, LLC** located in South Brunswick Township, Middlesex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Items 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Items 41 through 68 of this approval contain general operating requirements for all recycling centers for receipt, storage, processing, or transfer of Class B recyclable materials; and specific conditions applicable to the operations of the recycling center.

Facility Description

The recycling center is a Class B Recycling Facility. The recycling center is located at 234 Broadway Road on Block 5, Lot 25 in South Brunswick Township, Middlesex County. This regional recycling center receives brush, stumps, tree parts, leaves and wood (non-chemically treated and unpainted) from municipalities, county and landscapers. The recycling center is authorized to receive, store, process, and transfer wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves from 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. Leaves may only be received between October 1st and May 31st. All leaves accepted shall be stored in the unprocessed stockpile area as noted on the approved site plan and shall be processed at a ratio deemed appropriate by the facility of wood chips to leaves.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

1. Site Plan: prepared by Omland Engineering Associates, Inc., signed and sealed by Stanley T. Omland, P.E., NJ license number 30696, dated February 20, 2008, last revised on June 30, 2008.

2. Application for Recycling Center General Approval Renewal dated October 4, 2018 signed by Eugene J. Ciarkowski, Executive Vice President, Reliable Wood Products, LLC.

3. Type 3 Fire Safety Permit for Reliable Wood Products, LLC approved by John J. Funcheon, Fire Marshal, Township of South Brunswick Fire Safety Bureau, dated June 21, 2019.

4. Reliable Wood Products, Inc., Request for Transfer of Ownership dated December 29, 2006 signed by Nicholas Vene of Reliable Wood Products, LLC.

5. Middlesex County Solid Waste Management Plan inclusion of ODACO, Inc. Class B Recycling Facility located at 234 Broadway Road, Block 5, Lot 25, in the Township of South Brunswick, certified by the Commissioner of the Department of Environmental Protection on June 4, 1993.

6. Amendment to the Middlesex County Solid Waste Management Plan approving change in ownership of ODACO, Inc. Class B Recycling Center in South Brunswick to Reliable Wood Products, LLC, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated April 27, 2007.

7. Amendment to the Middlesex County Solid Waste Management Plan approving the receipt of leaves at Reliable Wood Products, LLC Class B Recycling Center in South Brunswick, approved by the Bureau of Planning and Licensing through the Administrative Action letter dated March 3, 2009.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

RELIABLE WOOD PRODUCTS LLC
132312 CBG180002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132312 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19, or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

Subject Item: PI 132312 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: Mail Code 401-02C, New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

Subject Item: PI 132312 -

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)3]

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

Subject Item: PI 132312 -

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A- 3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

Subject Item: PI 132312 -

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the holder of this general approval shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of recyclable materials received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the holder of this general approval is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG308510 - Class B Materials

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center. [N.J.A.C. 7:26A-3.5(e)]

42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: wood (non-chemically treated and unpainted), brush, stumps, tree parts and leaves. [N.J.A.C. 7:26A-3.5(e)]

43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

44. The recycling center may receive, store, process, or transfer source separated wood (non-chemically treated and unpainted), brush, stumps, tree parts, and leaves separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]

45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG308510 - Class B Materials

48. In case of conflict, the conditions of this approval shall have precedence over the general approval application documents, and the most recent revisions and supplemental information approved by the Department shall prevail over prior submittals and designs. [N.J.A.C. 7:26A-3.5(e)]

49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: 7:00 a.m. to 5:00 p.m., Monday through Friday and 7:00 a.m. to 12:00 p.m. on Saturday. [N.J.A.C. 7:26A- 3.5(e)]

51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

52. Reliable Wood Products, Inc. recycling center may receive no more than 300 tons per day of wood (non-chemically treated and unpainted), brush, stumps, tree parts and 75 tons per day of leaves. Leaves may only be received between October 1st and May 31st. [N.J.A.C. 7:26A-3.5(e)]

53. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]

54. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

55. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]

56. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile above the existing grade:
Unprocessed Wood Stockpile #1 - 20 feet
Processed Wood Stockpile #2 - 20 feet
Unprocessed Wood Stockpile #3 - 20 feet
Processed Wood Stockpile #4 - 20 feet. [N.J.A.C. 7:26A- 3.5(e)]

57. Ingress and egress of the facility shall be restricted to Broadway Road only. [N.J.A.C. 7:26A-3.5(e)]

58. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

59. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG308510 - Class B Materials

60. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such material may be returned to a known generator, provided that specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]

61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

62. Pursuant to N.J.A.C. 7:26A-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Stormwater Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.2(a)18]

63. If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG308510 - Class B Materials

64. The following equipment are authorized for the receipt, storage, processing or transferring of the Class B recyclable material:

1. 790 Finaly Screener
2. 790 Finaly 80 ft. Stacker
3. 1352 Diamond Z Grinder
4. Two WA 380- 6 Komatsu Wheel Loader
5. 773 Melore Bobcat
6. 230 LC John Deere Excavator
7. Fecon Color Machine
8. Cat IT 14G Loader

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced. [N.J.A.C. 7:26A- 3.5(e)]

65. The facility shall be permitted to receive 75 tons per day of leaves between October 1st and May 31st of each year. The leaves shall be accepted in loose or biodegradable bag from municipalities, county contractors and landscapers. If occasionally received in plastic bag, the bags shall be removed and placed in residue bin.

All leaves accepted shall be stored in the unprocessed stockpile area as noted on the approved site plan.

All leaves accepted shall be processsed with the first grind wood within 48 hours. [N.J.A.C. 7:26A-3 .5(e)]

66. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that area(s) maximum authorized storage capacity. [N.J.A.C. 7:26A-3.5(e)]

67. The recycling center is authorized to store unprocessed and processed materials in the designated storage areas with capacity limitations as shown on the approved site plan. The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:
Unprocessed Wood Stockpile #1 - 43,339 Cubic Yards
Unprocessed Wood Stockpile #3 - 23,090 Cubic Yards

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:
Processed Wood Stockpile #2 - 15,064 Cubic Yards
Processed Wood Stockpile #4 - 17,676 Cubic Yards. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG308510 - Class B Materials

68. In the event that the unprocessed material storage area(s) has reached its maximum authorized capacity, the recycling center shall immediately cease receiving additional unprocessed material until the amount of unprocessed material stored onsite falls below the total authorized unprocessed material storage capacity. [N.J.A.C. 7:26A- 3.5(e)]

Reliable Wood Products LLC - Administrative Completeness Notification for Pending Class B Renewal

Murray, Daniel [DEP] <Daniel.Murray@dep.nj.gov>

Fri 10/6/2023 10:50 AM

To:Matt Vastano <mvastano@natureschoicecorp.com>;edepaz@natureschoicecorp.com <edepaz@natureschoicecorp.com>

Cc:Patel, Rakesh [DEP] <Rakesh.Patel@dep.nj.gov>;Smith, Paul [DEP] <Paul.Smith@dep.nj.gov>;Gard, Diane [DEP] <Diane.Gard@dep.nj.gov>;Nader, Nicholas [DEP] <Nicholas.Nader@dep.nj.gov>

Re: Notice of Administrative Completeness
Class B Recycling Center General Approval - Renewal
Reliable Wood Products, LLC
Block 5, Lot 25
Township of South Brunswick, Middlesex County
Facility No.: 132312; Permit No.: CBG230002

Dear Mr. Vastano:

The Bureau of Recycling and Hazardous Waste Management (the Bureau) is in receipt of a Class B Recycling Center General Approval Renewal Application dated August 15, 2023 for the above referenced facility. The application proposes no changes to the currently authorized operations.

The Bureau has completed a review of the application to determine if the submittal is administratively complete pursuant to N.J.A.C. 7:26A-3.5. Upon review, the Bureau has determined the application for the renewal of the Recycling Center General Approval is ADMINISTRATIVELY COMPLETE.

In addition, all conditions of the existing General Approval for the facility will remain effective pursuant to N.J.S.A. 52:14B-11 until such time that the Bureau reaches a final decision on the issuance of the General Approval Renewal.

If you have any questions concerning this correspondence please contact me at (609) 777-0176, or by email at Daniel.Murray@dep.nj.gov.

Respectfully,
Daniel Murray
NJ Department of Environmental Protection
Bureau of Recycling & Hazardous Waste Mgmt.
401 E. State Street P.O. Box: 420, MC: 401-02C
Trenton, NJ 08625-0402
Office: (609)-777-0176
Cell: (609)-913-6832

NEW JERSEY SPORTS & EXPOSITION AUTHORITY
NJSEA

We Bring the World to New Jersey

Mr. Mathew Vastano
Executive Vice President
Nature's Choice Corporation
398 Lincoln Boulevard
Middlesex, NJ 08846

RE: NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
VEGETATIVE WASTE TRANSFER FACILITY

Gentlemen:

This letter shall confirm that the Nature's Choice Corporation has been the operator of the NJSEA (formerly NJMC) Vegetative Waste Transfer Facility since September 26, 2012.

Should you have any questions, please contact our office.

Very truly yours,

Thomas Marturano

Thomas Marturano, P.E., P.P.
Director, Solid Waste &
Natural Resources

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438 | Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

CATHERINE R. McCABE
Commissioner

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Facility Type:	Recycling Center - Multi Class
Lot & Block Nos.:	Lot: 10; Block: 149
Municipality:	Kearny
County:	Hudson
Facility ID No.:	132237
Permit No.:	REC190002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land, nor does it allow the holder to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment areas or flood plains, or that are within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department of Environmental Protection.

January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
Tel: (609) 984-3438 | Fax: (609) 777-1951/984-0565
www.nj.gov/dep/dshw/recycling

CATHERINE R. McCABE
Commissioner

MULTI CLASS RECYCLING CENTER GENERAL APPROVAL

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January 13, 2020
Issuance Date

January 13, 2025
Expiration Date

Karen Kloo, Chief
Bureau of Hazardous Waste &
Recycling

Scope of Approval

This General Approval along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Multi-Class recyclable material (leaves, grass, brush, tree parts, etc.) receipt, storage, transfer and processing by the New Jersey Sports and Exposition Authority (NJSEA) in Kearny Town, Hudson County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 62 of this approval contain the general requirements applicable to the Class B and C operations at the facility. Conditions 63 through 72 of this approval contain the specific requirements applicable to the Class C recyclable materials at the facility. Conditions 73 through 79 of this approval contain the specific requirements applicable to the Class B recyclable materials at the facility.

Facility Description

The recycling center is owned by the New Jersey Sports and Exposition Authority. The New Jersey Sports and Exposition Authority has contracted with the Nature's Choice Corporation to operate this recycling center for use as a regional site. The recycling center is located on a portion of the 1-E Sanitary Landfill in Kearny Town, Hudson County. Access to the recycling center is by Baler Boulevard located off of Belleville Turnpike. This regional recycling center receives leaves, grass clippings, tree parts and brush from municipalities, haulers, landscapers and commercial generators located within the northern region of New Jersey. The recycling center is authorized to accept, store, process or transfer recyclable materials Monday through Friday 7:00 AM to 4:00 PM and Saturday 7:00 AM to 1:00 PM.

The recycling center may receive, store, process or transfer leaves and grass clippings separately or in a commingled manner, and receive, store, process or transfer brush and tree parts separately or in a commingled manner. Tree parts and brush delivered to the site are processed through a tub grinder as needed for sale, and leaves and grass clippings are transferred to other approved recycling centers. The recycling center site is also utilized for equipment storage as shown on the site plan.

Approved General Approval Application and Associated Documents

The holder of this General Approval shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

(1) Site Plan: NJMC Sheet 3 of 5 dated September 19, 2003, last revised September 22, 2011 signed by Thomas Marturano P.E., P.P.

(2) Type-III Fire Safety Permit issued by the State of New Jersey Department of Community Affairs Bureau of Fire Code Enforcement dated December 6, 2019.

(3) NJSEA letter dated September 23, 2019 signed by Jeffrey M. Zielinski, P.E., AP, CFM, LEED Senior Engineer requesting Renewal of Class B/C General Approval.

(4) NJMC letter dated May 1, 2013 signed by Christopher L. Dour, P.E., P.P. Supervisor/Solid Waste Operations requesting Class B/C General Approval Modification declaring Nature's Choice as the site's new operator.

(5) NJMC Vegetative Waste Transfer Facility Revision to the Recycling Center General Approval, Operations and Maintenance Plan dated May 1, 2013 signed by Christopher L. Dour, P.E, P.P.

(6) HMDC letter dated February 24, 1998 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated November 5, 1997.

(7) HMDC letter dated August 1, 1997 signed by Thomas Marturano supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's administrative completeness letter dated July 8, 1997.

(8) HMDC letter dated June 20, 1997 signed by Christopher Dour supplying information for a General Approval for the HMDC 1-E Compost Facility in response to the Department's letter dated April 7, 1997.

(9) Hackensack Meadowlands Development Commission approved Solid Waste Management Plan (District Plan) certified by the Commissioner of The Department of Environmental Protection on July 31, 1980.

(10) Administrative Action letter dated May 26, 2004 approved by the Bureau of Licensing and Planning inclusion to the County Plan eliminating the NJMC's composting operation and to only include the acceptance, storage, process and transfer of vegetative waste and sale of finished material atop the NJMC 1-E Landfill.

(11) New Jersey Statutes Annotated Title 5. Amusements, Public Exhibitions and Meetings (Refs & Annos) Chapter 10A. Hackensack Meadowlands (Refs & Annos) I. Hackensack Meadowlands Agency Consolidation Act N.J.S.A. 5:10A-4 5:10A-4 stating that the New Jersey Meadowlands Commission shall now be known as the New Jersey Sports and Exposition Authority.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
132237 REC190002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132237 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

Subject Item: PI 132237 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Mail Code. Box 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

Subject Item: PI 132237 -

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

Subject Item: PI 132237 -

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

Subject Item: PI 132237 -

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

41. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]

42. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A- 3.5(e)3]

43. Recycling center operations shall be limited to the following schedule:

    Monday-Friday 7:00 AM to 4:00 PM
    Saturday 7:00 AM to 1:00 PM. [N.J.A.C. 7:26A-3.5(e)3]

44. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A- 3.5(e)3]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

45. The following equipment are authorized for the receipt, storage, processing or transferring of the Class B/C recyclable material:

2 - 921 case rubber tire loaders or equivalent
1 - 300 dooson rubber tire loader or equivalent
1 - 225 dooson excavator or equivalent
1 - 1463B tubgrinder
1 - 7000 horizontal grinder
1 - doppstadt 720 trommel screener

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.
The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. [N.J.A.C. 7:26A- 3.5(e)3]

46. Requisite recycling center operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)3]

47. The material operational and processing areas, storage/stockpile areas and access road(s) shall be maintained in accordance with the relative slopes shown by the topographic contours indicated on the approved Operational Area Plan (site plan) for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A-3.5(e)3]

48. Each load received for processing or transfer in the Alternative Vegetative Waste Processing & Transfer Area shall be inspected in accordance with the inspection plan provided in the Operations & Maintenance Plan dated May 2013. This plan specifies that loads received will be inspected prior to processing and that contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the inspection of the material, loads containing leaves, grass or mixed yard waste shall be directed to the two areas identified as "Grass/Mixed Yard Waste" on the approved site plan for further processing or transferred offsite within three calender days of receipt to other approved recycling centers. Incoming loads of Tree parts/Brush shall be directed to the storage areas identified as "Processed, Unprocessed or Finished Product Storage Area." [N.J.A.C. 7:26A- 3.5(e)3]

49. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]

50. Methods of effectively controlling dust shall be implemented at the recycling center in order to prevent off-site migration. [N.J.A.C. 7:26A- 3.5(e)3]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

51. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers such as bin blocks, Jersey barriers, or the equivalent as approved by the Department, shall be maintained at the corners of the stockpile areas. Vertical limitation markers with metal pipes, metal rods, or the equivalent as approved by the Department shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights for respective stockpile: 25 feet. [N.J.A.C. 7:26A- 3.5(e)]

52. Ingress and egress of the facility shall be restricted to Baler Blvd. only. [N.J.A.C. 7:26A-3.5(e)]

53. Commingling of Class B material with Class C material and vice versa is not allowed. [N.J.A.C. 7:26A- 3.5(e)3iii]

54. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]

55. All recyclable material delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that recyclable material in biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]

56. The recycling center may receive no more than 500 tons per day of the recyclable materials in the Alternative Vegetative Waste Processing and Transfer Area. [N.J.A.C. 7:26A-3.5(e)]

57. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]

58. All revisions to the site plan and the approved documents which may be required as a result of the above, shall be submitted to this office for modification to this Approval. [N.J.A.C. 7:26A-3 .5(e)]

59. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent juridiction and shall be filed with the local municipal code enforcement officer prior to operating the recycling center and submitted to the Department upon receipt. [N.J.A.C. 7:26A-3.8(c)]

60. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG216219 - Class B and C Recycling Operations, General Requirements

61. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

62. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCCG914256 - Class C Recyclable Material, Specific Requirements

63. The recycling center may receive, store, process and transfer source separated leaves and grass clippings separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]

64. Exclusive loads of grass clippings received shall be transferred on the same day of receipt to other recycling centers authorized to receive this material.

Mixed loads of leaves and grass clippings shall be ground using the tub grinders by the end of the day of receipt and transferred within twenty four (24) hours of grinding to the other recycling centers authorized to receive this material. [N.J.A.C. 7:26A- 3.5(e)]

65. If the incoming material contains grass, it shall be accepted only in areas of the site that are at least 1,000 feet from any areas of human use or occupancy, and processing of such material shall begin on the day of receipt. [N.J.A.C. 7:26A-4.5(a)6,7]

66. The following source separated Class C recyclable materials may be received, stored, processed or transferred at this recycling center: Leaves and Grass Clippings. [N.J.A.C. 7:26A- 3.5(e)]

67. Within 30 days of ceasing operation, all residuals and unprocessed Class C recyclable material shall be removed from the site and recycled or disposed, as appropriate, and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]

68. Leaves and Grass Clippings shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]

69. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]

70. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]

71. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26-4.5(a)10]

72. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

73. The following source separated Class B recyclable materials may be received, stored, transferred or processed at this recycling center: Tree Parts and Brush. [N.J.A.C. 7:26A- 3.5(e)]

74. The recycling center may receive, store, process and transfer tree parts and brush separately or in a commingled manner. [N.J.A.C. 7:26A-3.5(e)]

75. Tree Parts and Brush from the storage areas shall be directed to the " Equipment Processing Areas" identified on the approved site plan for further processing using the tub grinders. [N.J.A.C. 7:26A-3.5(e)]

76. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with capacity limitations as shown on the approved site plan.

The areas specifically designated for storage of processed materials and the corresponding maximum authorized capacities are as follows:

- (1) Final Product Stockpiles Area - 25,000 Cubic Yards (CY)
- (2) Final Product Storage - 30,000 CY

The areas specifically designated for storage of unprocessed materials and the corresponding maximum authorized capacities are as follows:
- (1) Grass/Mixed Yard Waste - 7,500 CY
- (2) Grass/Mixed Yard Waste - 7,500 CY
- (3) Unprocessed Material or Final Product Storage Area - 30,000 CY
- (4) Tree Parts and Brush Area - 7,500 CY

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstance, arrangements shall be made to transfer processed material offsite. While transferring processed material offsite, any processed material stored in the unprocessed storage area shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

77. In the event that the processed material storage area(s) has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in the unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstance shall the combined volume of processed and unprocessed material exceed that Area's maximum authorized storage capacity. [N.J.A.C. 7:26A-3.9(b)]

78. Unprocessed Class B recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A- 3.9(b)]

Subject Item: RCGG754474 - Class B Recyclable Materials, Specific Requirements

79. Pursuant to N.J.A.C. 7:26 A – 3.2(a) 18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A- 3.5(e)]

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 E. State Street
PO Box 420, Mail Code 401-02C
Trenton, New Jersey 08625
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www.nj.gov/dep/dshw/recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

RECYCLING CENTER GENERAL APPROVAL FOR CLASS B RECYCLABLE MATERIALS

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

RELIABLE WOOD PRODUCTS, LLC

Facility Type:	Class B Recycling Facility
Block & Lot Nos.:	Block 16005, Lot 6
Municipality:	Township of Sparta
County:	Sussex
Facility ID No.:	132685
Permit No.:	CBG190002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

December 27, 2019
Reissuance Date

Karen Kloo

Karen Kloo, Chief
Bureau of Recycling and Hazardous Waste Management

December 27, 2024
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class B Recyclable Material (concrete, brick, block, asphalt, brush, tree stumps, tree parts and unpainted and non-chemically treated wood) storage and process center by **Reliable Wood Products, LLC** (Reliable Wood Products) located in the Township of Sparta, Sussex County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 65 of this approval contain general operation requirements for all recycling centers that receive, store, process, or transfer Class B recycling materials and specific conditions applicable to the operations of the recycling center.

Facility Description

The facility is a Class B Recycling center operated by Reliable Wood Products for the recycling of source separated concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood material (unpainted and non-chemically treated). The recycling center is located at 506 House's Corner Road on Block 16005, Lot 6, in the Township of Sparta, Sussex County. This regional recycling center receives concrete, brick, block, asphalt, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated) from construction and demolition contractors, construction companies, municipalities and counties. The recycling center is authorized to accept and process asphalt, concrete, brick, block, brush, tree stumps, and tree parts, and wood (unpainted and non-chemically treated) from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 3:00 p.m. Saturday. Additionally, Reliable Wood Products, LLC may receive, manufacture, process, store and sell wood mulch, colored mulch and soil on site.

Approved General Approval Application and Associated Documents

The holder of this General Approval shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval and the following documents:

a) Inclusion of Grinnell Recycling, Inc. in the District Solid Waste Management Plan (Plan) by the Sussex County, certified by the NJDEP Commissioner on November 9, 2000, and subsequent amendment to the Plan dated August 9, 2019 for transfer of Class B General Approval from Grinnell Recycling, Inc. to Reliable Wood Products, LLC.

b) Site Plan- prepared by Dykstra Associates, signed and sealed by Douwe Dykstra, P.E., dated April 11, 2013 and last revised December19, 2013.

c) Grinnell Recycling, Inc. - Application for a Class B Recycling Center General Approval, dated January 17, 1995, prepared by PMK Group.

d) Application for modification of Class B Recycling Center General Approval, dated June 4, 2001 and prepared by PMK Group.

e) Request for renewal of Class B Recycling Center General Approval, dated April 15, 2005 and signed by Jason N. Cofrancesco, Owner, Grinnell Recycling, Inc.

f) Supplemental information dated July 25, 2005, prepared by Richard M. Cestone, P.E., PMK Group and submitted in response to the Department's Notice of Deficiency letter dated May 25, 2005.

g) Request for modification of Class B Recycling Center General Approval Modification request, prepared and signed by Christopher L. Daul, Vice President, Alman Group LLC, dated September 15, 2009.

h) Request for renewal of Class B Recycling Center General Approval, dated June 16, 2010 and signed by Jason N. Cofrancesco.

i) Management Agreement between Grinnell Recycling, Inc. and Harvest Garden State, LLC, dated June 11, 2013, prepared and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products, LLC.

j) Revised Modification Request dated January 6, 2014, prepared and signed by Steve Schkolenko, Grinnell Recycling, Inc.

k) Administrative Consent Order between Grinnell Recycling, Inc. and the Department, dated November 17, 2017.

l) Request for transfer of ownership of the Class B Recycling Center from Grinnell Recycling, Inc. to Reliable Wood Product, LLC, dated November 8, 2018 and signed and certified by Eugene J. Cirakowski, Vice President, Reliable Wood Product, LLC.

m) Agreement for Transfer of Class B Recycling Center General Approval, dated November 14, 2019, signed by Eugene Ciarkowski of Reliable Wood Products and Jason Confrancesco of Grinnell.

n) Request for renewal (with no changes) of the Class B General Approval, dated December 17, 2018 and signed by Eugene Ciarkowski, Vice President, Reliable Wood Products.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

RELIABLE WOOD PRODUCTS LLC
132685 CBG190002 Class B Recycling Ctr General Apprv -Renewal
Requirements Report

Subject Item: PI 132685 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A- 3.1(a)]

2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A- 3.5(f)]

3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A- 3.6(a)]

4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A- 3.6(b)]

5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A- 3.6(c)]

6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A- 3.6(h)]

7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A- 3.10(a)]

8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A- 3.10(b)1]

9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18 or 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A- 3.10(b)2]

Subject Item: PI 132685 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A- 3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A- 3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P.O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A- 3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A- 3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A- 3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

Subject Item: PI 132685 -

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

Subject Item: PI 132685 -

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A- 3.17(b)]

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A- 4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A- 1.7(a)]

Subject Item: PI 132685 -

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations has been declared by the Governor pursuant to New Jersey Disaster Control Act at N.J.S.A. App.A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previos day or any other relevant information requested pursuant to N.J.S.A. App.A:9.36. The status report shall be submitted electronically to solidwasteemergencies@dep.nj.gov, or as otherwise directed by the Department, on forms or in the format provided by the Department and in compliance with the time frames established by the Department after the State of Emergency Declaration. The status report shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for the State of Emergency. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of a recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A-3.5(e)]

42. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: asphalt, concrete, brick, block, brush, tree stumps, tree parts, and wood (unpainted and non-chemically treated). [N.J.A.C. 7:26A- 3.5(e)]

43. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

44. The recycling center may receive, store, process, or transfer source separated asphalt, concrete, brick, and block separately or in a commingled manner. The recycling center may receive, store, process, or transfer source separated brush, tree stumps, tree parts and wood (unpainted and non-chemically treated) separately or in a commingled manner. The commingling of any other materials not described above is prohibited. [N.J.A.C. 7:26A- 3.5(e)]

45. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

46. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

47. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

48. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this approval, and the conditions of this Approval shall have precedence over the plans and specifications listed in this Approval. [N.J.A.C. 7:26A- 3.5(e)]

49. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

50. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited to: Monday through Friday 7:00 a.m. to 5:00 p.m and Saturaday 7:00 a.m. to 3:00 p.m. [N.J.A.C. 7:26A- 3.5(e)]

51. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

52. The recycling center may receive no more than 400 tons per day of the recyclable materials. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

53. The recycling center is authorized to store processed and unprocessed materials in the designated storage areas with the maximum authorized capacities, as specified on the approved site plan:

Area 2: Unprocessed Asphalt, Concrete, Brick and Block - 28,900 cubic yards
Area 3: Processed Asphalt, Concrete, Brick and Block - 27,500 cubic yards
Area 4: Concrete fines (processed concrete byproduct) - 7,100 cubic yards
Area 5: Unprocessed Brush, Tree Stumps and Tree Parts - 21,600 cubic yards; Unprocessed Wood - 18,460 cubic yards
Area 6: Processed Brush, Tree Stumps, Tree Parts, and Wood - 42,500 cubic yards
Area 7: Unprocessed Top Soil (includes by products of stunp processing) - 25,000 cubic yards
Area 8: Processed Top Soil - 7,700 cubic yards

If at any time, the total amount of processed and unprocessed material stored onsite reaches the maximum authorized capacities shown on the approved site plan, the recycling center shall immediately cease receiving additional unprocessed material until the amount of processed and unprocessed material stored onsite falls below the total authorized storage capacity. Under such circumstances, arrangements shall be made to transfer processed materials offsite. While transfering processed material offsite, any processed material in an unprocessed material storage area (see Condition 55 below) shall be transferred first. [N.J.A.C. 7:26A- 3.5(e)]

54. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.5(e)]

55. In the event that a processed material storage area has reached its maximum authorized capacity, the permittee may temporarily store excess processed material in an unprocessed material storage area subject to availability of additional capacity in that area, as long as processed and unprocessed material are separated by either a physical barrier or by maintaining at least eight (8) feet of aisle space between the piles. Under no circumstances shall the combined volume of processed and unprocessed material exceed that area's maximum authorized storage capacity. [N.J.A.C. 7:26A-3.5(e)]

56. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A-3.5(e)]

57. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A-3.5(e)]

58. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish the following elevation heights above existing grade for material stockpiles:

Processed asphalt, concrete, brick and block stockpile - 25 feet
All other unprocessed and processed material stockpiles - 15 feet

Metal pipes/rods or the equivalent approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

59. Ingress and egress of the facility shall be restricted to Houses Corner Road only. [N.J.A.C. 7:26A-3.5(e)]

60. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

61. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and report the incident to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A- 3.5(e)]

62. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such materials may be returned to a known generator, provided the specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3.5(e)]

63. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG799457 - Class B Recycling Facility

64. The following processing equipment or equivalent are authorized for site operations and shall be maintained in operable conditions:

2017 Case 921 Loader (2 units)
2015 John Deere 644K Loader
2015 Doosan DL350 Loader
2017 Case 300 Excavator
2013 John Deere 250G Excavator
2013 Diamond Z 7000 Grinder
2018 Doppstadt 720 Screener
2014 Royer 620H Screener
2018 McClosky 628 Colorizer
2008 Finaly Stacker (2 units)

If any of the above listed equipment need to be replaced, the holder of this general approval must notify the Bureau, within two (2) weeks of of such replacement, along with specifications for the relacement equipment at the following mailing address: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, P.O. Box 420, Mail Code 401-02C, Trenton, New Jersey 08625-0420. Where applicable, the holder of this general approval must apply to the Department for any air permits required for the replacement equipment.

Requisite recycling operations shall not be delayed or neglected for lack of required equipment or for equipment down time. [N.J.A.C. 7:26A- 3.5(e)]

65. Pursuant to N.J.A.C. 7:26-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water Management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling and Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.5(e)]

COUNTY CONSERVATION COMPANY

September 11, 2023

Re: County Conservation Company agreement with Nature's Choice NJ, LLC

To Whom it May Concern:

This letter is to confirm that County Conservation Company and Nature's Choice NJ, LLC have an operating agreement pursuant to the operations of our compost site. In addition, our facility accepts waste from Nature's Choice NJ, LLC. Please advise if further information is required.

Very Truly Yours,

John Petrongolo

212 Blackwood-Barnsboro Road • At Five Points • Sewell, New Jersey 08080 • 856-227-6900 • Fax 856-228-9600

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State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF SOLID & HAZARDOUS WASTE
BUREAU OF RECYCLING & HAZARDOUS WASTE MANAGEMENT
401 East State Street
P.O. Box 402, Mail Code 401-02C
Trenton, New Jersey 08625-0420
Tel. (609) 984-3438 • Fax (609) 771-1951/984-0565
www.nj.gov/dep/dshw/recycling

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

SHAWN M. LATOURETTE
Commissioner

RECYCLING CENTER GENERAL APPROVAL – MULTI CLASS

Under the provisions of N.J.S.A. 13:1E-1 *et seq.* and N.J.S.A. 13:1E-99.11 *et seq.*, known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 *et seq.*, known as the Recycling Regulations, this approval is hereby issued to:

County Conservation Company, LLC

Facility Type:	Recycling Center
Lot & Block Nos.:	Block 7, Lots 5, 6, 6.01, 6.02, 6.04
Municipality:	Washington Township
County:	Gloucester County
Facility ID No.:	132201
Permit No.:	REC210002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

Karen Kloo

October 27, 2021
Issuance Date

Karen Kloo, Chief
Bureau of Recycling &
Hazardous Waste Management

October 27, 2026
Expiration Date

Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole General Approval for the operation of a Class B and C Recycling Center by County Conservation Company, LLC located in Washington Township, Gloucester County, New Jersey. Any registration, approval or permit previously issued by the Division of Solid and Hazardous Waste, or its predecessor agencies is hereby superseded.

This general approval does not convey any property rights of any sort, or any exclusive privilege. Failure to comply with all of the conditions specified herein may result in revocation of this approval and/or may result in such other regulatory or legal actions that the Department is authorized by law to institute, including but not limited to, civil and administrative penalty assessments.

Regulated Activities at the Facility

Conditions 1 to 40 of this approval contain the General Requirements applicable to all recycling centers. Conditions 41 to 56 of this approval contain the Class B and Class C Recycling Operations, General Requirements for the receipt, storage, processing and transferring of Class B and Class C recyclable materials. Conditions 57 to 69 of this approval contain the Class B Recyclable Materials, Specific Requirements. Conditions 70 to 75 of this approval contain the Class C Recyclable Materials, Specific Requirements. Conditions 76 to 84 of this approval contain the Yard Trimmings General Requirements and Conditions 85 to 116 contain the Yard Trimmings Composting Requirements.

Facility Description

The recycling center is privately operated by the County Conservation Company, LLC as a regional site. The recycling center is located at 212 Blackwood-Barnsboro Road on Block 7, Lots 5, 6, 6.01, 6.02, and 6.04, in Washington Township, Gloucester County. This regional recycling center receives leaves, grass, wood chips, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood from various municipalities within Gloucester and Camden Counties. In addition, the facility accepts asphalt shingles from roofers and potable water treatment residuals from water treatment facilities. Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. The potable water treatment residuals will be used for blending with soils stored on site. The recycling center is authorized to accept and process recyclable materials 7:00 a.m. to 6:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturdays.

Class B recyclable material delivered to the recycling center is staged in unprocessed material stockpiles to await processing. The recycling center markets mulch and wood chips from the site, a portion of which are dyed. In addition, the recycling center will store, process and/or transfer asphalt shingles and potable water treatment residuals.

Class C recyclable material delivered to the recycling center is composted until it has reached a stable form. The stabilized compost is then screened to remove any non-compostable material. Finished compost is stored on-site prior to being sold to various end-markets.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

(1) The following drawings are for the facility's Class B & C recycling center, prepared by Cummings and Smith, Inc., signed and sealed by Gary L. Smith, P.E., NJ License No. GE28113. The Washington Township Fire Chief, John Hoffman signed cover sheet 1 of 11 on June 6, 2016:

Sheet 1 of 11 titled "Location Plan, List of Drawings & Notes", last revised on May 24, 2016.

Sheet 2 of 11, titled "General Site Plan", last revised on May 24, 2016.

Sheet 3 of 11, titled "Site Plan and Notes", last revised on August 10, 2016.

Sheet 6 of 11, titled "Class B/C Wood, Brush, Leaves, Grass Receiving Areas and Volumes, last revised on May 24, 2016.

Sheet 7 of 11, titled "Class B Finished Product Areas and Volumes, last revised on May 24, 2016.

Sheet 8 of 11, titled Unprocessed Potable Water Residuals Storage Areas & Volumes, last revised on August 10, 2016.

Sheet 9 of 11 titled "Unprocessed & Processed Asphalt Shingle Storage Areas and Volumes, last revised on May 24, 2016.

Sheet 10 of 11 titled "Class C Material Windrows Areas and Volumes" last revised on May 24, 2016.

Sheet 11 of 11 titled "Compost Curing and Class C Finished Product Areas and Volumes" last revised on May 24, 2016.

(2) Application for Class B & C Recycling Center General Approval Renewal dated July 9, 2021, submitted by John R. Purves, Attorney at Law on behalf of County Conservation, LLC.

(3) Modification Application submitted by John R. Purves, Attorney at Law, dated, November 3, 2015.

(4) Modification Application submitted by John R. Purves, Attorney at Law, dated, February 4,

2016 for (PWR modification application).

(4) Response letter from County Conservation Company (PWR application) dated April 19, 2016 to the Department's Notice of Deficiency dated March 24, 2016.

(5) Response letter from County Conservation Company dated June 6, 2016, to the Department's Notice of Deficiency dated April 20, 2016.

(6) Response letter from John R. Purves, Attorney at Law dated August 17, 2016, to the Department's 2nd Notice of Deficiency dated August 3, 2016

(7) Response letter from John R. Purves, Attorney at Law dated October 25, 2016, to the Department's 2nd Notice of Deficiency dated October 4, 2016.

(8) Response letter from John R. Purves, Attorney at Law dated December 15, 2016, to the Department's 3rd Notice of Deficiency dated November 23, 2016.

(9) Compost Application for the County Conservation Company dated July 10, 1997.

(10) Amendment to the Gloucester County Solid Waste Management Plan Inclusion for the acceptance of potable water residue at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated May 10, 2010.

(11) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of recycling of asphalt shingles at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 2, 2009.

(12) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 6) for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated December 10, 2008.

(13) Amendment to the Gloucester County Solid Waste Management Plan Inclusion of additional parcel of land (Block 7, Lot 5) to be used as buffer for recycling operations at the County Conservation Company Class B and Class C Recycling Facility approved by the Bureau of Recycling & Planning through the Administrative Action letter dated October 18, 2002.

(14) Gloucester County Solid Waste Management Plan inclusion of County Conservation LLC as a vegetative waste facility authorized to accept leaves, grass, brush, stumps, and logs, certified by the Commissioner of the Department of Environmental Protection on March 19, 1993.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.

COUNTY CONSERVATION LLC
132201 REC210002 Recycling Center - Multiple Classes -Renewal
Requirements Report

Subject Item: PI 132201 -

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval. [N.J.A.C. 7:26A-3.1(a)]

2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form. [N.J.A.C. 7:26A-3.5(f)]

3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located. [N.J.A.C. 7:26A-3.6(a)]

4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10. [N.J.A.C. 7:26A-3.6(b)]

5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions. [N.J.A.C. 7:26A-3.6(c)]

6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2. [N.J.A.C. 7:26A-3.6(h)]

7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval. [N.J.A.C. 7:26A-3.10(a)]

8. Any change affecting the conditions of this general approval requires the prior approval of the Department. [N.J.A.C. 7:26A-3.10(b)1]

9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3.10(b)2]

Subject Item: PI 132201 -

10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]

11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3.10(e)]

12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code: 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 3.10(f)]

13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A-3.13(a)1]

14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3.13(a)2]

15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3.13(a)3]

16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3.13(a)4]

17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A-3.13(a)5]

18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A-3.13(a)6]

19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A-3.13(a)7]

Subject Item: PI 132201 -

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A-3.13(a)8]

21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A-3.15(a)]

22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3.15(a)1]

23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)2]

24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)3]

25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]

26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A-3.15(b)]

27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)1]

28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)2]

29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

Subject Item: PI 132201 -

30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3.17(b)]

31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A- 3.17(c)]

32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A-3.17(e)]

33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]

34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4.4(a)]

35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A-4.2]

36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4.1(b)]

37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

Subject Item: PI 132201 -

38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]

40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically, or as otherwise directed by the Department, to solidwasteemergencies@dep.nj.gov on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A-3 .5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

41. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operation of the recycling center for tree stumps, tree parts or wood waste. [N.J.A.C. 7:26A- 3.8(c)]

42. Horizontal and vertical control points for the unprocessed and processed materials stockpile areas shall be set and maintained on-site. Horizontal limitation markers shall be set at the corners of the stockpile areas as depicted on the approved site plan. Vertical limitation markers shall be set at locations in close proximity of the stockpile areas and shall clearly establish elevation height of 16 feet above the existing grade for the unprocessed wood stockpile area, 25 feet above the existing grade for the processed wood stockpile area, 20 feet above the existing grade for the unprocessed and processed asphalt shingle stockpile areas and 30 feet above the existing grade for the unprocessed potable water residuals and 25 feet above the existing grade for the finished compost storage pile. [N.J.A.C. 7:26A- 3.5(e)]

43. The holder of this general approval shall operate the recycling center and construct or install associated appurtenances thereto, in accordance with the provisions of N.J.A.C. 7:26A-1 et seq., the conditions of this general approval, and the general approval application documents. [N.J.A.C. 7:26A-3.5(e)]

44. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above. [N.J.A.C. 7:26A- 3.5(e)]

45. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

46. Hours of operation for receiving, storing, processing, or transferring the source separated recyclable material shall be limited tothe following schedule:

    7:00 am to 6:00 pm, Monday through Friday.
    7:00 am to 5:00 pm, Saturdays. [N.J.A.C. 7:26A- 3.5(e)]

47. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A-3.5(e)]

48. Metal pipe or metal rods or the equivalent as approved by the Department shall be used to establish these control points. [N.J.A.C. 7:26A- 3.5(e)]

49. Ingress and egress of the facility shall be restricted to Blackwood - Barnsboro Road (County Route 603) only. [N.J.A.C. 7:26A-3.5(e)]

50. Methods of effectively controlling dust shall be implemented at the facility in order to prevent offsite migration. [N.J.A.C. 7:26A-3.5(e)]

51. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A-3.5(e)]

52. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. [N.J.A.C. 7:26A-3.5(e)]

53. Pursuant to N.J.A.C. 7:26A-3.11(a), the holder of this general approval shall obtain prior approval from the Department for any increase in the design capacity of the facility. The facility shall submit a request to the Department, in writing, for the proposed increase and shall submit updated information pursuant to the requirements of N.J.A.C. 7:26A-3.2(a), 3.4, or 3.8, as applicable. The facility shall also provide written notice of the request to the solid waste or recycling coordinator of the applicable district. [N.J.A.C. 7:26A-3.5(e)]

54. The holder of the General Approval shall grade and maintain the facility to minimize the accumulation of ponded water in a manner that protects human health, safety, and the environment, and prevents detrimental conditions including, but not limited to, odors, mosquito colonization, or causes site materials to be tracked off-site. [N.J.A.C. 7:26A- 3.5(e)]

55. Initial soil modification and grading performed shall be in accordance with the approved Site Plan. Once original grading is complete, the composting area, Class B operational areas, related material staging/mixing areas and access road(s) shall be maintained for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG174764 - Class B and C Recycling Operations, General Requirements

56. The following equipment or equivalent for grinding, screening, turning and coloring shall be available for site operations and shall be maintained in operable condition:

Volvo L-110, L-120 and L180 Wheel Loaders
Peterson 5710 Horizontal Grinder
McClusky R230 Shake Screen
Edge Conveyor
HYPAC Steam Roller
John Deere 850 Dozer
Hitachi 120 Excavator
Cat D400D Off Road Dump
DZ4000 Horizontal Grinder
Mobark 6600 Horizontal Grinder
McClusky 628 Colorizer
McClusky Stacker
1300 Boss Mobark Grinder
Doppstadt Screener
Wildcat 750 Compost Turner

All equipment must be operational at all times. In the event of breakdown, should there be a need to replace any equipment listed above, the replacement equipment's performance shall be equivalent or better than the equipment being replaced.
The holder of the Approval must notify the Bureau in writing of any replaced equipment along with the manufacturer specifications for the replacement equipment within two weeks of such replacement. Where applicable, the holder of the Approval must also submit any air permit(s) or air permit application(s) required for the replacement equipment. The above information shall also be submitted via email to recyclingfacilities@dep.nj.gov. [N.J.A.C. 7:26A- 3 .5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

57. The following source separated Class B recyclable materials, which have been separated at the point of generation from other waste materials or separated at a permitted solid waste facility authorized to separate recyclable materials, may be received, stored, processed or transferred at this recycling center: potable water treatment residuals, asphalt shingles, brush, trees, tree parts, tree stumps, and unpainted and non-chemically treated wood. [N.J.A.C. 7:26A-3.5(e)]

58. At no time shall the receipt, storage, processing, or transferring of non-source separated construction and demolition material be allowed at this recycling center. The prohibition of this material shall be strictly enforced and any incident shall be considered a serious violation to the conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

59. The recycling center may receive, store, process, or transfer source separated brush, trees, tree parts, tree stumps, and wood (unpainted and non-chemically treated) separately or in a commingled manner. In addition, the recycling center may receive, store, process, or transfer source separated asphalt shingles and potable water treatment residuals separately. The commingling of any other materials not described above is prohibited.

    Prior to the acceptance of potable water treatment residuals, the facility shall have received analytical results along with a signed certification from the generator certifying the material meets the Department's residential soil cleanup criteria. [N.J.A.C. 7:26A-3.5(e)]

60. The recycling center may receive no more than 260 tons per day of any one approved Class B recyclable material. However, the combination of all Class B materials accepted on a daily basis shall not exceed 500 tons per day. [N.J.A.C. 7:26A-3.5(e)]

61. Incidental amounts of rebar, metal, soil, and other by-products which adhere to the Class B recyclable materials, as specified in this Approval, and which are returned to the economic mainstream as raw material or products, may be received, stored, processed, or transferred at this recycling center. The receipt of such incidental amounts of these materials need not be separately accounted for, but the storage and end-markets for these materials shall be subject to specific conditions of this Approval. [N.J.A.C. 7:26A-3.5(e)]

62. The maximum amount of contaminants, as defined in N.J.A.C. 7:26A-1.3, allowed in each incoming load of Class B recyclable material shall be limited to 1% by volume. Incidental by-product materials shall not be considered to be contaminants. [N.J.A.C. 7:26A- 3.5(e)]

63. All processed material shall be stored separately from residues. [N.J.A.C. 7:26A- 3.5(e)]

64. By-products shall be stored in the container(s) or area(s) as depicted on the approved site plan and shall be removed off-site to the end markets as referenced in the approved documents. [N.J.A.C. 7:26A- 3.5(e)]

65. The total amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 273,500 cubic yards (cy). This unprocessed materials stored on-site shall be stored only in those areas designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 273,500 cy, the facility shall immediately cease receiving this unprocessed material until the amount of the unprocessed material stored on-site falls below 273,500 cy.

    The total amount of unprocessed asphalt shingles (AS) stored on-site shall not exceed 30,000 cy. Unprocessed AS stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of unprocessed AS stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on-site falls below 30,000 cy.

    The total amount of unprocessed potable water residuals (PWR) stored on-site shall not exceed 50,000 cy. The unprocessed PWR stored on-site shall be stored only in the area designated for that purpose as depicted on the approved site plan drawing. If at any time, the amount of PWR stored on-site exceeds 50,000 cy, the facility shall immediately cease receiving this unprocessed material until the amount of this material stored on site falls below 50,000 cy. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCBG915005 - Class B Recyclable Materials, Specific Requirements

66. The total amount of unprocessed Class B recyclable material stored on-site shall not exceed 353,500 cy.

If at any time, the amount of unprocessed Class B material stored on-site exceeds 353,500 cubic yards, the recycling center shall immediately cease receiving any unprocessed material until the amount of unprocessed Class B material stored on-site falls below 353,500 cubic yards.

A fire lane of 25 feet shall be maintained between each unprocessed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

67. Unprocessed recyclable material shall not remain on-site, in its unprocessed form, for more than one (1) year. [N.J.A.C. 7:26A-3.9(b)]

68. The total amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site shall not exceed 400,000 cubic yards (cy). If at any time, the amount of processed trees, tree parts, stumps, brush and wood material (specifically non-chemically treated and unpainted) stored on-site exceeds 400,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 400,000 cy.

The total amount of processed asphalt shingles stored on-site shall not exceed 30,000 cy. If at any time, the amount of processed asphalt shingles stored on-site exceeds 30,000 cy, the facility shall immediately cease receiving this material until the amount of processed material falls below 30,000 cy.

The unprocessed and processed Class B materials shall be stored separately from one another. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

69. The total amount of processed Class B recyclable material stored on-site shall not exceed 430,000 cubic yards. Processed materials stored on-site shall be stored only in those areas designated for that purpose as indicated on the approved site plan drawing.

If at any time, the amount of processed material stored on-site exceeds 430,000 cubic yards, the recycling center shall immediately cease processing activities until the amount of processed Class B material falls below 430,000 cubic yards.

A fire lane of 25 feet shall be maintained between each processed stockpile as indicated on the approved site plan drawings. [N.J.A.C. 7:26A- 3.5(e)]

Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

70. The following organic materials may be received and processed in the compost areas designated on the approved site plans at this recycling center as authorized in this general approval: Leaves, Grass and Wood Chips. [N.J.A.C. 7:26A-3.5(e)1]

71. The listed recyclable materials may be received in a commingled manner. Leaves may also be received commingled with brush, tree parts and/or tree stumps. [N.J.A.C. 7:26A-3.5(e)3]

Subject Item: RCCG190747 - Class C Recyclable Materials, Specific Requirements

72. The recycling center may only receive a combined total of 120 trucks per day of Class C recyclable materials. [N.J.A.C. 7:26A-3.5(e)3]

73. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A- 3.5(e)3]

74. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]

75. Materials staging, inspection and processing shall be conducted only in areas designated for such staging, inspection and processing shown on the approved site plans. Each load shall be inspected in accordance with the inspection plan provided in the compost applicaiton for the recycling center. All contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the materials that are delivered to the facility are inspected and weighed in at the scale, windrow formation and grass processing operation must adhere to the following:

Within three calendar days of receipt, loads of leaves and/or wood chips shall be directed to the windrow areas as designated on the approved site plans. Leaves and wood chips shall be placed into windrows.

Loads of grass clippings shall be directed to the portion of the windrow areas designated for grass processing. Grass shall be incorporated within the windrows at a ratio of one part grass clippings to not less than three parts of partially decomposed leaves within the working day of receipt.

Loads of leaves commingled with brush, tree parts and/or tree stumps shall be directed to the windrow area and shall be processed by the appropriate equipment prior to being incorporated into the windrow. [N.J.A.C. 7:26A- 4.5(a)7, 14vi]

Subject Item: RCCG190748 - Yard Trimmings General Requirements

76. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A-4.5(a)3]

77. Class C recyclable materials shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]

78. All Class C recyclable materials delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that Class C recyclable materials in paper or biodegradable bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance with N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]

Subject Item: RCCG190748 - Yard Trimmings General Requirements

79. If the incoming material contains grass, the material shall be accepted only in areas of the site that are at least 750 feet from any areas of human use or occupancy. Processing of such material shall begin on the same day of receipt. [N.J.A.C. 7:26A- 4.5(a)6,7]

80. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]

81. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)9]

82. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26A-4.5(a)10]

83. Within 30 days of ceasing operation, all residuals, unprocessed Class C recyclable material and recyclables shall be removed from the site and recycled or disposed as appropriate and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]

84. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A-4.5(a)12]

Subject Item: RCCG190749 - Yard Trimmings Composting

85. The recycling center operator shall attend a composting course sponsored by the Rutgers Cooperative Extension, the appropriate county agricultural or resource management agents or any other similar course recognized by the Department. Any operator hired subsequently shall attend a course within one year of being hired. [N.J.A.C. 7:26A-4.5(a)14i]

86. Prior to windrow formation, dry yard trimmings shall be moistened to saturation without producing excessive runoff. [N.J.A.C. 7:26A-4.5(a)14iii]

87. To facilitate drainage and to reduce surface water ponding, each windrow shall be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface. [N.J.A.C. 7:26A-4.5(a)14iv]

88. A windsock shall be installed at the recycling center in order to indicate wind direction so that the recycling center operator may determine appropriate times for windrow turning operations. [N.J.A.C. 7:26A-4.5(a)14v]

89. The recycling center shall follow the approved method of windrow composting defined in this general approval. [N.J.A.C. 7:26A-4.5(a)7, 14vi]

90. Finished compost shall be tested once each year, at a minimum, in accordance with the monitoring and sampling plan established in this general approval. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii]

Subject Item: RCCG190749 - Yard Trimmings Composting

91. Samples of the compost produced at the recycling center shall be analyzed each year for stability or maturity and pH, and once every five years for the following heavy metals on a dry weight basis: arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel and selenium. The five year cycle shall commence with the first samples being analyzed following issuance of this approval then every fifth year thereafter. [N.J.A.C. 7:26A- 4.5(a)14viii]

92. The laboratory used to perform the analysis of the finished compost product shall be certified in accordance with N.J.A.C. 7:18 for the equipment and testing procedures required. [N.J.A.C. 7:26A-4.5(a)14ix]

93. In addition to the record-keeping requirements of N.J.A.C. 7:26A-3.17, the holder of this general approval shall maintain a recycling center daily operations journal and shall include at a minimum the following:
i. Date of journal entry;
ii. Name of the recycling center;
iii. Name of operator;
iv. Name and title of the person responsible for journal entry;
v. Prevailing wind direction for the day;
vi. Description of any regrading activities conducted that day;
vii. Sketch of site including all windrows and identification of any piles including staging piles, curing piles and finished compost product piles;
viii. Identification of windrows tested for temperature and/or oxygen that day and results of the tests;
ix. Identification of windrows into which grass clippings mixed that day;
x. Identification of any new windrows;
xi. Identification of windrows that have been turned that day;
xii. Recording of the beginning and ending hours of windrow turning equipment as indicated on turning equipment hour meter for that day of usage. If the equipment hour meter is not working the information shall be noted in the daily journal. A letter or e-mail shall be sent immediately to the Department's Bureau of Solid Waste Compliance and Enforcement informing about the break down of the equipment hour meter and time frame to fix it;
xiii. The quantity and sources of Class C recyclable materials received expressed as cubic yards;
xiv. The quantity of disposed residue and sites to where the residue was shipped;
xv. Quantity of finished product shipped off-site; and
xvi. Results of compost analysis and name of certified laboratory that conducted analysis if received that day along with the compost test report laboratory reference number.

The journals shall be maintained on-site for a period of 5 years and made available on-site to the Deparment's personnel and forwarded upon request. [N.J.A.C. 7:26A- 4.5(a)14xii]

94. Compost given away or offered for sale by the recycling center must contain a label describing the recommended safe uses and application rates, and restrictions, if any, on use of the product. If compost is offered for bulk sale, signs or printed literature containing the above information shall be available on the bill of lading to the purchaser or persons receiving the compost. [N.J.A.C. 7:26A-4.5(b)1]

95. Compost given away or offered for sale shall satisfy the requirements established at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-4.5(b)2]

Subject Item: RCCG190749 - Yard Trimmings Composting

96. Windrow construction and reconstruction shall be conducted within the confines of the designated areas identified on the approved site plans. Expansion of such activities beyond the designated areas shall require the approval of the Department. The total length of all windrows at any given time shall not exceed 5,665 linear feet (approx.14,220 cubic yards) in area E, 3,710 linear feet (9,312 cubic yards) in area G and 3,550 linear feet (8,910 cubic yards) in area J. [N.J.A.C. 7:26A- 3.5(e)3]

97. All windrows shall be constructed (and reconstructed if necessary after turning) to a maximum height of six (6) feet in height with a corresponding base not to exceed a maximum of seventeen (17) feet in width. [N.J.A.C. 7:26A-4.5(a)14vi]

98. All windrows shall be turned with the Wildcat 750 Compost Turner. [N.J.A.C. 7:26A- 4.5(a)14]

99. Ample working space shall be maintained between windrows for turning purposes. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14vi]

100. After initial formation windrows shall be turned and reconstructed a minimum of once a week for the first month. During the remainder of the 12-month composting cycle, temperatrue and oxygen concentrations within the windrows shall be monitored, and futher turnings shall be scheduled to prevent temperatures from exceeding 140 degrees F and to prevent oxygen levels from dropping below five percent for prolong periods.

The holder shall measure core temperature and oxygen levels at approximately 250 feet intervals along each windrow every week and record the temperature and oxygen levels in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen levels measurements shall be taken within 20 feet from the ends of the windrow pile.

If grass clippigs are mixed into a windrow, for the first 30 days after grass clippings are mixed into the windrow the holder shall measure core temperature and oxygen levels at approximately 250 feet intervals along the windrow every other day and record the temperature and oxygen level in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen measurements shall be taken within 20 feet from the ends of the windrow pile. At the end of the 30-day schedule further turning shall be based on weekly monitoring only temperature not exceeding 140 degrees F.

If a temperature reading exceeds 140 degrees F or oxygen readings drops below 5%, the windrow(s) shall be turned by the end of the next business day. [N.J.A.C. 7:26A- 4.5(a)14vi]

101. Grass clippings shall be mixed with partially decomposed leaves and/or wood chips within the working day of receipt. Mixing shall occur at a ratio of one (1) part of grass clippings to not less than three (3) parts of partially decomposed leaves and/or wood chip material. The mixture shall be formed into windrows (hereinafter called Mixed Windrows). [N.J.A.C. 7:26A-4.5(a)7, 14vi]

102. Mixed Windrows may be used a maximum of two (2) times for mixing with grass clippings. The second mixing or application of grass clippings with semi-decomposed leaves shall occur no sooner than one month after the initial mixing. [N.J.A.C. 7:26A-4.5(a)14]

Subject Item: RCCG190749 - Yard Trimmings Composting

103. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed. [N.J.A.C. 7:26A- 4.5(a)3]

104. When the holder of this general approval determines that material in windrows has reached steady state conditions based on results of temperature and oxygen monitoring, the material from the windrows may be screened. [N.J.A.C. 7:26A- 4.5(a)14]

105. For screening of the stabilized compost, a Trommel Screener, as listed in this approval shall be available at the site. Over-sized material from screening operations shall be stockpiled at the end of the day of screening only in those areas designated for such storage as shown on the approved site plan (area C1, windrow areas). The material shall be formed into "overs" storage windrows with a maximum height of twelve (12) feet and a maximum width of twenty-four (24) feet. A minimum separation of ten (10) feet working distance measured from the pile base to the next adjacent pile's base shall be provided to permit movement of turning equipment. The material contained in these "overs" piles can remain there for a period up to six (6) months and may be screened a second time during this period. No new material can be added to existing piles. After the second screening or at the end of six (6) months whichever comes first, remaining residue shall be placed in roll-off containers for disposal off site. [N.J.A.C. 7:26A-3.5(e)3]

106. Finished compost may be stockpiled only in those locations identified on the approved site plan. The height of the finished compost storage piles shall not exceed twenty five (25) feet. [N.J.A.C. 7:26A-3.5(e)3]

107. A minimum of one sample of compost product of sufficient size and of equal proportion shall be collected for every 1,000 cubic yards of compost product generated. [N.J.A.C. 7:26A-4.5(a)14viii]

108. A maximum of 10 samples of compost product may be composited into a representative sample. [N.J.A.C. 7:26A-4.5(a)14viii]

109. Each composite sample shall be placed in a non-metallic container and thoroughly mixed. [N.J.A.C. 7:26A-4.5(a)14viii]

110. A minimum of two subsamples of sufficient size and of equal proportion shall be extracted from each composite sample and placed in clean plastic containers. The containers shall then be sealed. One subsample shall be sent to a laboratory for analyses. The second subsample shall be retained at the site so that the Department may conduct follow-up analyses when necessary. The subsample retained shall be clearly marked for identification and stored at the site using proper preservation techniques for a period of 180 days from the date the composite sample is transferred to the laboratory for analyses. [N.J.A.C. 7:26A-4.5(a)14viii]

111. A copy of the analytical results shall be submitted to the following address within ten (10) days of receipt by the holder of the laboratory results: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A-4.5(a)14viii]

112. Compost stockpiles shall remain on site until the associated analytical results are received by the recycling center and a determination is made whether the finished product meets the required criteria set forth at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-3.5(e)]

Subject Item: RCCG190749 - Yard Trimmings Composting

113. Material sampling methods, sample preservation requirements, sample handling times and decontamination procedures for field equipment shall conform to applicable industry methods as specified in the NJDEP Field Sampling Procedures Manual. [N.J.A.C. 7:26A-4.5(a)7]

114. The holder of this general approval shall inspect the site weekly for ponded water and rut formation and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]

115. The holder of this general approval shall inspect the site periphery weekly for discharge of leachate and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]

116. The holder of this general approval shall inspect the surrounding area daily (Monday through Saturday) in the vicinity of the recycling center, to detect odors emanating from the operation and record the findings in the recycling center operations journal. The Department may revert to daily inspections (Monday through Saturday), provided odor complaints have been registered with State, county, or local health/environmental agencies and provided that no official notification has been made to the holder of this general approval. [N.J.A.C. 7:26A- 3.5(e)3]

Article 3.09

Equipment List SEE ATTACHED

Type/Purpose	Description	Age	Owned or Leased	Lease Term, if applicable

EQUIPMENT

LOADERS

EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	START DATE	MATURITY
1201L	2012	JOHN DEERE	644K	[redacted]	RWP	EB			
1607L	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	5/1/2022
1608L	2017	CASE	921G		NCC	WO	LEASE	4/26/2018	5/1/2022
1909	2019	CASE	921G		NCC	KY	LEASE		12/20/2022
1910	2019	CASE	821G		NCC	KY	LEASE		12/20/2022
1911	2019	CASE	821G		NCC	BR	LEASE		12/20/2022
1912	2019	DOOSAN	DL300-5		NCC	CR	LEASE	6/20/2019	6/20/2022
1913	2019	DOOSAN	DL300-5		NCC	ST-BP	LEASE	6/20/2019	6/20/2022
1914	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1915	2020	DOOSAN	DL300-5		NCC	CR	LEASE	1/6/2020	1/6/2023
1916	2020	DOOSAN	DL350-5		NCC	ST	LEASE		
1917	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1918	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1919	2020	DOOSAN	DL300-5		NCC	ST	LEASE		
1920	2020	DOOSAN	DL300-5		NCC	CR	LEASE		
1921	2020	DOOSAN	DL300-5		NCC	WO	LEASE		
1922	2021	DOOSAN	DL300-6		NCC	WO			
1923	2021	DOOSAN	DL300-5		NCC	KY	LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	HITACHI	ZW80-5B		NCC		LEASE		
	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE		
	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE		

EQUIPMENT 2022

EXCAVATORS										
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
27EX	2005	[redacted]	PC2006C-6LE	KOMATSU	RWP	BK	30,000.00			
157EX	2,019.00		DX225LC-5	DOOSAN	NCC	CR		LEASE	43,636.00	36 MONTHS
158EX	2019		DX225LC-5	DOOSAN	NCC	KY		LEASE		
159EX	2019		DX225LC-5	DOOSAN	NCC	WO		LEASE		
160EX	2019		DX300LC-5	DOOSAN	NCC	ST		LEASE		
161EX	2016		DX225LC-5	DOOSAN	NCC	BR		LEASE		
162EX	2020		DX225LC-5	DOOSAN	NCC	ST		LEASE		
	2021		DX350LC-5	DOOSAN	NCC	QUARRY		LEASE		
DOZERS										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
143D	2001		850C	JOHN DEERE	RWP	ST	35,000.00			
E502			850J	JOHN DEERE	RWP	ST	117,000.00	OWNED	6/21/2019	N/A
HAUL TRUCK										
EQUIPMENT #	YEAR		MODEL	MAKE	DIVISION	LOCATION	CURRENT BOOK VALUE	LON TYPE	DATE	MATURITY
				HIDREMA	NCC	ST				

EQUIPMENT WITH PERMITS

SCREENERS										
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
D1	2017	[redacted]	SM-720	DOPPSTADT	RWP	KY	FINANCE	2/22/2023	$ 225,000.00	
D2	2017		SM-720	DOPPSTADT	RWP	ST	FINANCE	2/22/2023	$ 225,000.00	
	2016		QE341 / 44621754	SANDVIK	NCC	QUARRY				
	2016		QE341 / 44622397	SANDVIK	NCC	KY				

COLORIZERS								
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
1315	2003	MS XXL-S	FINLAY (COLORIZER)	RWP	WO			$ 60,000.00	N/A
C1	2017	628	MCCLOSKEY	RWP	ST	FINANCE	7/1/2022	$ 250,000.00	265000
C2	2018	628	MCCLOSKEY	RWP	CR	FINANCE	2/22/2023	$ 250,000.00	265000
C3		516	MCCLOSKEY		WO				

STACKING CONVEYORS									
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
FC1	2006	M-100 FT	FINLAY	RWP	ST			$ 35,000.00	
FC3	2007	832M-100	FINLAY	RWP	ST			$ 35,000.00	
FC4	2007	832M-100	FINLAY	RWP	CR			$ 35,000.00	
FC5	2008	832M-100	FINLAY	RWP	ST			$ 35,000.00	
FC6	2008	832M-100	FINLAY	RWP	CR			$ 35,000.00	
FC7	2008	832M-100	FINLAY	RWP	WO			$ 35,000.00	
EDGE	2018	TS6540	EDGE	NCC	QUARRY			$ 76,000.00	$ 80,000.00
EDGE	2017	TS8040	EDGE	NCC	QUARRY				

COMPRESSORS									
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
1	2002	P185WJD	INGERSOLL-RAND	RWP	CR			$ 7,000.00	
2	2002	P185WJD	INGERSOLL-RAND	RWP	SB			$ 7,000.00	
3	2012	P185WYM-T4I	DOOSAN 185	NCC	QUARRY			$ 7,000.00	

ROCK CRUSHER									
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
ROCK CRUSHER	2018	QJ341 / C5901773	SANDVIK	RWP	ST			$ 510,000.00	$ 550,000.00

SORTING EQUPT.									
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
SORTING BELT	2019	SS 603	JD CONVEYORS		ST			$ 112,000.00	$ 112,000.00

BALER #									
EQUIPMENT #	YEAR	MODEL	MAKE	DIVISION	LOCATION	LOAN TYPE	MATURITY	CURRENT BOOK VALUE	ORIGINAL VALUE
VANDYK		HBC-110		ST	ST			200,000.00	322,850.00
BAGGER W/ROBOT					ST			750,000.00	
BAGGER W/ROBOT					ST			750,000.00	
								$ 3,639,000.00	

TRUCKS

PLATE#	TRUCK #	YEAR	MAKE	MODEL	VIN NUMBER	LOCATION	LOAN TYPE		MATURITY
AN567V	2064	2006	KENWORTH	T300	[redacted]	DARWIN			
AT716D	1508	2016	KENWORTH	W900		ST- WALTER	FINANCE		3/11/2021
AU147M	1511	2019	KENWORTH	T880		RAFAEL	FINANCE		6/1/2023
AU148M	1512	2019	KENWORTH	W900		WILLIE	FINANCE		6/1/2023
XCEK65	1509	2015	FORD	F350		WELDER/GEORGE	FINANCE		12/15/2020
XEVU62	1510	2016	FORD	F250		SANTOS	FINANCE		12/29/2021
NEW	1518	2021	Kenworth T880				LEASE	BLACK	
NEW	1519	2021	Kenworth T880				LEASE	BLACK	
NEW	1521	2021	Kenworth T880				LEASE	BLACK	
NEW	1520	2021	Kenworth T880				LEASE	BLACK	
NEW	1522	2021	Kenworth T880				LEASE	BLACK	
NEW	1514	2020	Kenworth T880 / with American Roll-off body SN:				FINANCE	BLACK	12/3/2024
NEW	1515	2021	Kenworth T880 / with American Roll-off body SN: 107829				LEASE	BLACK	
NEW	1516	2021	Kenworth T880 / with American Roll-off body SN: 107830				LEASE	BLACK	
NEW	1517	2021	Kenworth T880 / with Heritage Body SN: HS-4783				LEASE	RED	
AX97OH	1528	2022	KENWORTH						

PICK-UP TRUCKS

XKVJ99	1523	2022	FORD - WHITE	2022 - F250		SNOW			
XKVJ98	1524	2022	FORD - WHITE	2022 - F250		SNOW			
XKVJ97	1525	2022	FORD - WHITE	2022 - F250		SNOW			
XJXJ19	1526	2020	FORD - WHITE	2020 - F250		RAY			
XKVJ89	1527	2021	FORD - WHITE- SERVICE TRUCK	2021 - F250		SANTOS			
XEKZ78	1529	2016	DODGE RAM	2016 - RAM		ELMER			
XKVK10	1530	2021	FORD - WHITE	2021 - F150		ALEX			

TRAILERS

							MATURITY	
FB 3		1R1F04527KE890240	TVD47T	RAVENS		1989		RENE
RW1801	2018	1E1U2X281JR062787	TUU-99L	EAST		2018	6/1/2023	WILLIE
RW1802	2018	1E1U2X281JR062790	TUU-98L	EAST		2018	6/1/2023	RAFAEL
W4592		5MAMN45278C014209	TEE-80N	MAC		2007	03/31/23	CORY
W4595		5MAMN45278C014212	TEE-77N	MAC		2008	03/31/23	JOSE
W659		5MAMN48276C010654	TCX-67B	MAC		2006	03/31/22	
W662		5MAMN48216C011542	TDG-53D	MAC		2006	03/31/22	
RW45024		1JJV452B1KL132604	TAE-29H	WABASH		1989	03/31/20	
RW45085		1VVVW482951009652	TEE-62J	VANCO		1995		
RW45007		1S12S7452ND345008	TTB-56M	STRICK		1992	03/31/22	
L100	*	40FSK574X71027216	TDP-72W	TALBERT		2007	03/31/20	WALT
L200	2021	57JE52300M35A00126	TYE-92Z	FONTAIN		2021		
T9	*	1R1D03625YJ500168	TEB-80N	RAVENS		2000	03/31/20	WALT
T15		1R1D13620YJ100158	TEB-81N	RAVENS		2000	03/31/18	RANDY
T27		1T9DA3888811066186	TJN-54K	TRAILSTAR		2001	03/31/19	
T12		1R1D03627XJ099124	T37-F4P	RAVENS		1999	03/31/17	DOUG

QUARRY

EQUIPMENT #	YEAR	MAKE	MODEL	VIN OR SERIAL #	DIVISION	LOCATION	LOAN TYPE	DATE
SCREENER	2020	SANDVIK	QA451	[redacted]	NCC	QUARRY		
SCREENER	2021	SANDVIK	QE442		NCC	QUARRY		
SCREENER	2016	SANDVIK	QE341/ 4462175		NCC	QUARRY		
SCREENER	2021	MCCLOSKEY	512A		NCC	QUARRY		
COMPRESSOR	2012	441899UFWD76	P185WYM-T4I		NCC	QUARRY		
EXCAVATOR	2021	DWGCECEBVL1020513	DX350LC-5		NCC	QUARRY		LEASE
LOADER	2021	DOOSAN	DL420-5		NCC	QUARRY	LEASE	
LOADER	2021	DOOSAN	DL420-7		NCC	QUARRY	LEASE	
STACKER	EDGE	2018	18TS6540585		EDGE	RWP	ST	
STACKER	EDGE	2017	17TS8040616		EDGE	NCC	QUARRY	

GRINDERS											
EQUIPMENT #	YEAR	MAKE	MODEL	ENGINE	HP	ENGINE SERIAL NUMBER	Engine Overhaul	LOCATION	HOURS	CURRENT BOOK VALUE	PRUCHASE VALUE
39G	2013	DIAMOND Z	DZH 7000- 39	CAT C32	1200	TLD00215	10/26/2020	SPARTA	2995	$ 600,000.00	$ 970,000.00
40G	2013	DIAMOND Z	DZH 7000- 40	CAT C32	1200	TLD00983		WEST ORANGE	3291	$ 600,000.00	$ 970,000.00
41G	2013	DIAMOND Z	DZH 7000- 41	CAT C32	1200	TLD01175		SB	2978	$ 600,000.00	$ 970,000.00
131G	2006	DIAMOND Z	1463-131	CAT C32	1200	TLD00992	12/25/2020	CRANBURY	983	$ 250,000.00	$ 795,000.00
189G	2006	DIAMOND Z	1463B- 189	CAT 3412	1000	BDT04435		KEARNY	9749	$ 250,000.00	$ 795,000.00
199G	2007	DIAMOND Z	1463B- 199	CAT C32	1200	TLD00208	9/27/2021	KEARNY	9535	$ 250,000.00	$ 795,000.00
6000G	2008	DIAMOND Z	DZH 6000-1	CAT C27	1000	TWM00715		CRANBURY	4176	$ 400,000.00	$ 830,000.00
4000TK-26	2014	DIAMOND Z	DZH-4000TK-26	C18	860	WRH05678		BRIDGEWATER	4577	$ 415,000.00	

Marketing Services

The markets for compost and mulch are many and include: florist, garden supply stores, golf courses, governmental agencies, greenhouse growers, landscapers, soil vendors, nurseries, private and public parks, highway maintenance contractors, the general public, civic groups, etc. The Company has a customer base of over 500 end-users of the product.

Aggressive marketing techniques, educational programs, and legislative initiative are insuring demand for the product produced and will facilitate a successful operation. The uses for the product include the following: fertilizer supplement, soil aeration, top dressing, new athletic fields, growing medium, moisture retention, erosion repair, decorative cover, slope stabilization and land reclamation.

The greatest demand for the product is in growing suburban areas. The product is sold in the marketplace as a soil amendment for outdoor applications. The compost is presently sold in bags and bulk form.

Educating the public about the benefits of using yard waste compost and mulch is a key task to increasing the demand for the product. While the benefits of adding fertilizers to soil is believed to be widely understood by the general public, soil amendments, such as yard waste compost, are not recognized as being as beneficial. Thus, an education program, designed to increase demand for yard waste compost has been designed that clearly states the importance of adding organic material to soils, in addition to nutrients.

Overall, the product improves the physical, chemical, and biological properties of soils. It serves primarily as an organic amendment and a soil conditioner.

SCOPE OF WORK

All work to be performed shall be in accordance to N.J.A.C. 7:26A-1.4 - Exempt Class B and C Facilities. Any material that is over the amount indicated therein as allowed will be transferred to one of the Reliable Wood Product or an affiliate facility listed in this Proposal. Specific operations will be perform as indicated and are subject to acceptance by Township of West Orange authorized personnel.

FIRE CONTROL PLAN

A. Location:

West Orange Recycling Center is a NJDEP Class A, B and C exempt recycling facility located at 590 Mount Pleasant Avenue, West Orange NJ 07052

B. Response Time:

- Emergency Calls are handled through the West Orange Police Dispatch Phone#911 which is manned 24 hours a day.
- West Orange Police response time is about 10 minutes from Police Headquarters or faster if there is a patrol car in the area.
- The facility is served by the following firehouse: 280 Pleasant Valley Way, West Orange, NJ the response time is 10 Minutes to the facility. Phone #911

C. Fire Prevention:

- The facility gate will be secured to limit unauthorized entry to the storage areas. Authorized Bridgewater personnel will have 24/7 access to the facility
- The equipment will be maintained and operated in a safe and careful manner.
- The facility personnel will participate in safety instruction and exercises. Safety training will occur on a bi-annual basis and when new employees are hired.
- Smoking will be prohibited. No smoking signs will be maintained on site.
- Vehicle traffic will be limited in the wood storage areas.
- No flammable or combustible materials will be stored near the wood storage area.
- Fire extinguishers will be maintained and available in the proximity to the wood and other combustible materials area. Each piece of equipment on site will have a minimum of a 20lb ABC type fire extinguisher and two of the same type extinguishers will be kept 1 each in the maintenance trailer and the office. The facility shall have spare extinguishers on site at all times of the same type and quantity for the equipment and facility.
- If a fire should occur, contact one of the emergency phone numbers listed below and equipment operators will be dispatched.

D. Emergency Contacts:

- Mike Mitchell cell 201-731-1131
- Eddie Depaz cell 201-268-9421
- Alex Badamo cell 201-568-3256

Section 5: Employee information report

Business Registration Certificate

Certification 71705

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2023 to 15-SEP-2026

NATURE'S CHOICE NJ LLC
1106 MILLSTONE RIVER RD
HILLSBOROUGH NJ 08844

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NATURE'S CHOICE NJ LLC
Trade Name:	
Address:	1106 MILLSTONE RIVER ROAD HILLSBOROUGH, NJ 08844-0884
Certificate Number:	2887057
Effective Date:	August 11, 2023
Date of Issuance:	August 16, 2023

For Office Use Only:

20230816074336582

Section 6: BID Bond

Consent of Surety

Insurance Certificate

Bond No. 873944

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we Nature's Choice NJ, LLC the Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto Township of West Orange, 66 Main St., West Orange, NJ 07052, the Obligee, in the penal sum of Ten Percent of the Total Price Bid; Not to Exceed Twenty Thousand and 00/100 Dollars (10% TPB; NTE $20,000.00) the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Operation of the Township of West Orange Recycling Center, 590 Mt Pleasant Ave, West Orange, NJ for Class B, Exempt Woods Class C, Exempt Compost Operation and the Recycling Convenience Center for Electronics, Scrap Metal, Tires and Class A Recyclable Materials.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 7th day of February, 2024.

Nature's Choice NJ, LLC
Principal

By: X Steven R Carn
Steven R Carn

Witness: Matthew Vastano
Matthew Vastano

Evergreen National Indemnity Company
Surety

By: Julie K Bowers
Julie K Bowers, Attorney-In-Fact

Witness: Lillian Pezzano
Lillian Pezzano, Witness

BOND UNDERWRITER: Evergreen UNI, LLC
6150 Oak Tree Boulevard, Suite 440, Independence, Ohio 44131
PHONE: (440) 995-5100, FAX: (440) 995-5111

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **7th** day of **February**, **2024**.

_____
Wan C. Collier, Secretary

State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **12750**

THIS IS TO CERTIFY THAT THE **EVERGREEN NATIONAL INDEMNITY COMPANY,** HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

01 - Fire and Allied Lines
11 - Other Liability
13 - Fidelity and Surety
16 - Glass
05 - Inland Marine
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage

MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

Evergreen National Indemnity Company

Certificate

2022

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

Statement of Income

Direct Written Premium	37,465,662
Reinsurance Assumed	2,510,439
Reinsurance Ceded	(23,071,703)
Net Written Premium	16,904,398
Change in Unearned	(87,859)
Net Earned Premium	16,816,539
Losses & LAE Incurred	3,514,447
Net Commission Expense	6,711,258
Other Expenses	4,392,816
Underwriting Gain/ (Loss)	2,198,018
Net Investment Income	2,249,785
Net Realized Capital Gains (Loss)	130,133
Other Income/ (Expense)	6,053
Income Before FIT	4,583,989
Federal Income Tax	778,092
Net Income	**3,805,897**

Balance Sheet

Assets	
Invested Assets	60,331,980
Uncollected premium and agents' balances	1,322,166
Reinsurance Recoverable	227,141
Other Assets	280,277
Total Assets	**62,161,564**
Liabilities & Surplus	
Unearned Premium Reserve	7,469,996
Loss & LAE Reserves	6,623,014
Ceded Reinsurance Payable	2,738,823
Amounts retained for others	1,607,393
Other Liabilities	2,731,838
Total Liabilities	**21,171,064**
Surplus	**40,990,500**
Total Liabilities & Surplus	**62,161,564**

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2022.

David A. Canzone, Treasurer

Article 3.10

Consent of Surety #873944
To Accompany Proposal

Evergreen National Indemnity Company (hereinafter called Surety), organized and existing under the laws of The State of Ohio and duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certified and agrees that if the contract for which that attached Proposal is made be awarded to Nature's Choice NJ, LLC (hereafter called Contractor) for the performance of certain work or supplying of certain materials, or both, as more particularly set forth in said Proposal and described for purposes of this instrument as a Proposal for Operation of Township Recycling Center to the ***TOWNSHIP OF WEST ORANGE*** and if Contractor shall enter into the contract with a bond in the full amount of the contract price.

Evergreen National Indemnity Company
(*Name of Insurance Company*)

6150 Oak Tree Blvd., Suite 440, Independence, OH 44131
(*Address*)

Julie K Bowers
Julie K Bowers, Attorney in Fact
(*Signature Attorney-In-Fact for Insurance Company*)

Note: Proof of authority of officers of Surety Company to execute this document must be submitted.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873944

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **7th** day of **February**, **2024**.

_____
Wan C. Collier, Secretary

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: County of Hudson
(Owner)

Re: Nature's Choice NJ, LLC
(Contractor)

Leaf Disposal and Recycling Servies for Hudson County Parks
(Project Description)

This is to certify that the Evergreen National Indemnity Company
(Surety Company)

will provide to County of Hudson a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Nature's Choice NJ, LLC
(CONTRACTOR)

Evergreen National Indemnity Company

Julie K Bowers
(Authorized Agent of Surety Company)
Julie K Bowers, Attorney in Fact

Date: January 17, 2024

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873950

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Lillian Pezzano, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

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"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

By: _____
Matthew T. Tucker, President

By: _____
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.

Julie K Bowers
Notary Public
In and For the State of Ohio
My Commission Expires
August 13, 2024

_____
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **17th** day of **January**, **2024**.

_____
Wan C. Collier, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	CONTACT NAME: PHONE (A/C, No, Ext): 800-350-8005 FAX (A/C, No): 973-921-2876 E-MAIL ADDRESS:
INSURED TASRECY-01 Compost 360 Acquisition Parent LLC Nature's Choice NJ LLC 1106 Millstone River Road Hillsborough NJ 08844	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nautilus Insurance Company — 17370 INSURER B : Great Divide Insurance Company — 25224 INSURER C : Selective Fire & Casualty Insurance Company — 14377 INSURER D : New Jersey Manufacturers Insurance Co — 12122 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 317316166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		GSP2032086-13	5/15/2023	5/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP2032087-13	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX2032088-13	5/15/2023	5/15/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W39108-6-23	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Leased/Rented Equipment			S2388325	5/15/2023	5/15/2024	Maximum Any One Item	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured Forms: (On Going Ops) - #GSP7005 | (Completed Ops) - #GSP7106
Township of West Orange is included as Additional Insureds with respects to the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Township of West Orange
66 Main Street
West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kristina L Winterfeldt

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The ACORD name and logo are registered marks of ACORD

Section 7: Site Improvement Description

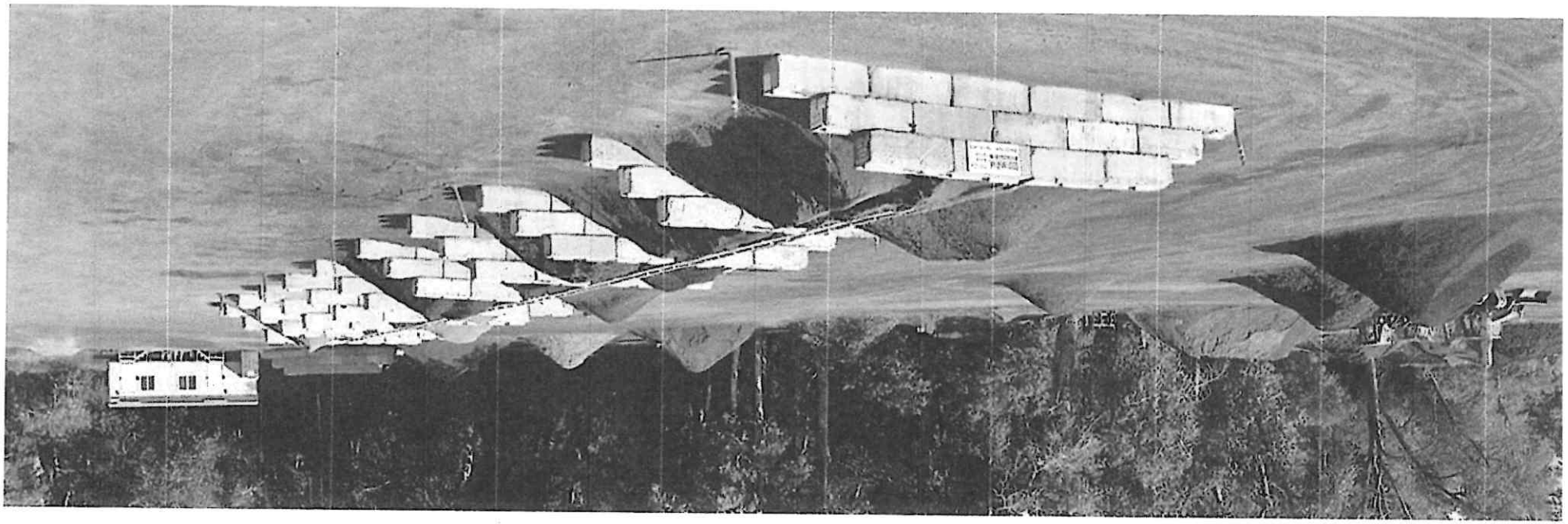
Proposed Site Plan Improvement and Layout

Oder Control System

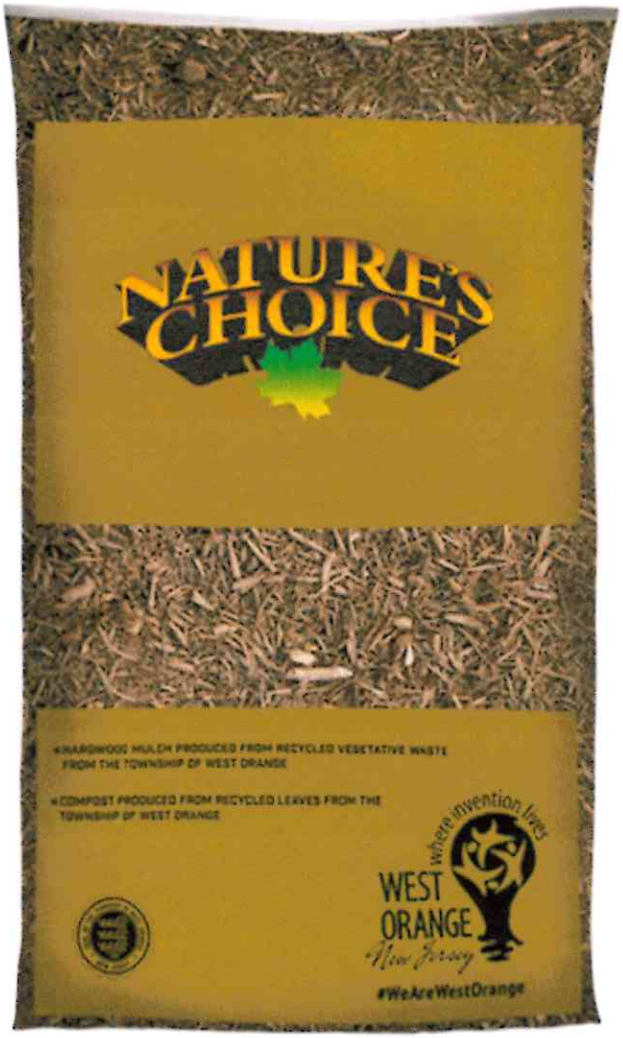
Odor Control Neutralizing Agent

Site Improvement Description

- Re- Landscape entrance to the facility improving screening from the public.
- Mill and re-pave approximately 10,000 square feet of the entrance and road entering the facility.
- Reconstruct and enhance Class A, B, and C residential drop-off area.
- Improve and create better signage at the Class A convenience center.
- Re-grade Class B facility for better vehicle access.
- RE- Grade and clean up berm on east side of the facility and plant ornamental grass or approved other on the berm to screen facility from sensitive receptors.
- Re- Grade Berm at the center of the facility improve planting at the apex for better screening of the facility.
- Improve and grade transfer areas of B &C materials for a more efficient transfer of overflow materials to one of Nature's Choice NJDEP permitted facilities.
- Improvement to Drainage control features to realize Best Management Practices for storm water. Grade Class C area to improve drainage. Update Drainage outlets replacing Stone and Compost socks maintain and clean out Drainage swales.
- Nature's Choice has a bagging facility at its Sparta location. We will bag West Orange Mulch and make it available to sell at the facility for a price of $3.00/bag. The Township of West Orange will keep 100% of the revenue produced from the bag sales (please see enclosed draft bag design). Nature's Choice will supply 10,000 bags.
- Install New Fire Hydrant at the replacing existing Hydrant



Nature's Choice will provide 10,000 bags to the Township of West Orange indicating that the material was recycled from West Orange vegetative waste and recycling facility. Bags have a retail value of $3.00 per bag. West Orange can distribute the bags as the Administrator sees fit (i.e. giveaways or sold to pubic and private entities).

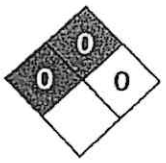



JOHN DEERE
260

- 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

CupriDyne® CLEAN

Visit CupriDyne.com for a RISK FREE Trial
contact us at info@odornomore.com

ONM
Odor-No-More

Odor-No-More, Inc.
14921 Chestnut Street
Westminster, CA 92683

Members

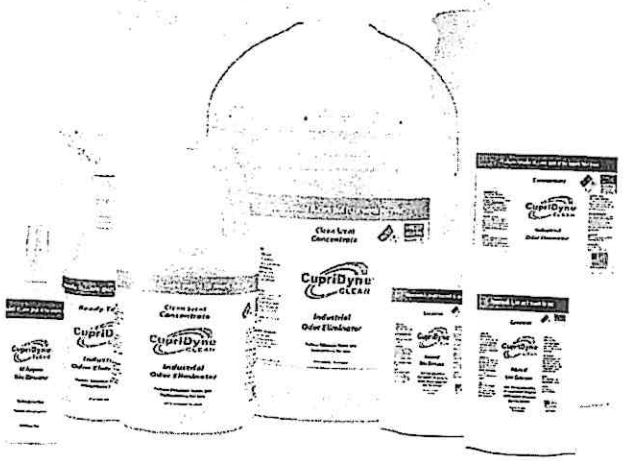
National Waste & Recycling Association
Collect. Recycle. Innovate.

SWANA Solid Waste Association of North America

CupriDyne® CLEAN

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

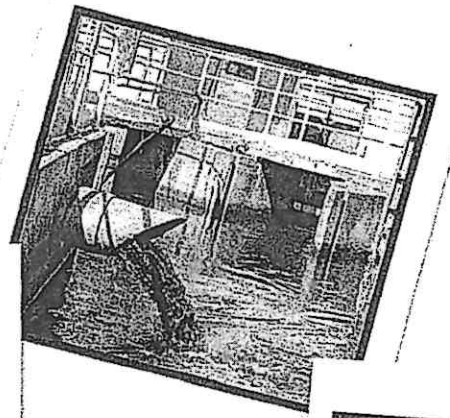
CupriDyne® Clean is THE lowest cost, most effective odor eliminator. It is not a masking agent. We use our patented eco-friendly technology to safely, gently and effectively oxidize odorous compounds.



CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

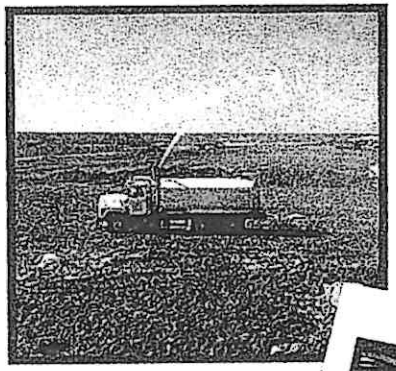
"A single application with a water truck at the working face on wastewater sludge was all it took to prove how effective the product is."

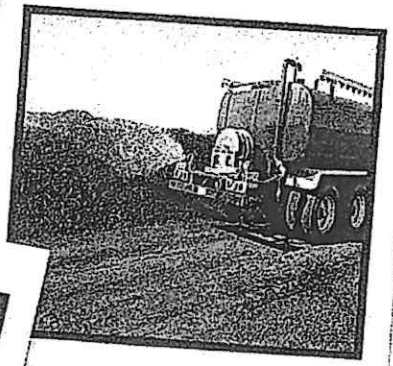
- FL. Landfill Operation



"Successfully eliminated complaints from the neighbors at a wastewater treatment plant through perimeter misting."

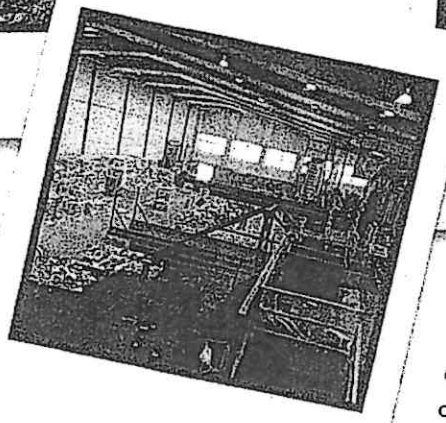
- CA. Wastewater Plant





"A 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."

- CA. Transfer Station



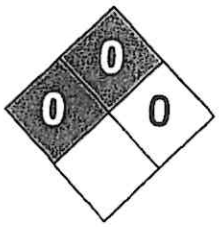
"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."

- NY Compost Facility

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 Avaiable

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:
Odor No More, Inc. provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose.
ODOR NO MORE, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INFORMATION SET FORTH HEREIN OR THE PRODUCT TO WHICH THE INFORMATION REFERS. ACCORDINGLY, BIOLARGO, INC. WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM USE OF OR RELIANCE UPON THIS INFORMATION.

Exhibit “A”

DeFeo Associates

February 14, 2024

Ms. Panayiota Reynolds, QPA
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: Evaluation of 2024 Proposals for the Operation of the Township of West Orange Recycling Center
Sent via Electronic Mail to
preynolds@westorange.org

This Document Does Not Purport to Substitute for Legal Advice

Dear Ms. Reynolds,

I have reviewed the proposal submitted for the provision of the above referenced services and offer the following evaluation for your consideration.

This RFP included one significant change from the current contract in the scope of work. Specifically, respondents were asked to offer a revenue sharing percentage for gross sales at the facility in addition to any rent being paid to the Township.

The Township released an RFP for the above referenced services on January 19, 2024. An addendum was issued on January 25, 2024. Twelve companies either viewed the RFP or received the RFP. They included:

1. ADP Group, Inc.
2. Deltek, Inc.
3. Filco Carting
4. Grabowski Construction
5. Mazza Mulch, Inc.
6. Natures Choice NJ, LLC
7. Priority Group Services
8. RER Supply
9. Rich's Tree Service
10. RVH Mulch Supply
11. The Firewood Farm, Inc.
12. Yannuzzi Group, Inc.

A site walk through/pre-proposal meeting was held at the site on January 4, 2024. Six companies attended the meeting:

1. Grabowski Construction

2. Mazza Mulch
3. Natures Choice NJ, LLC
4. RER Supply
5. Rich's Tree Service
6. Yannuzzi Group, Inc.

Subsequent to this meeting, and in response to inquiries raised by potential respondents as well as the need to revise the award schedule, an Addendum was issued on January 25, 2024.

Responses were due at 3:30 P.M. on February 7, 2024. The RFP opening was held at the Township Council Chambers in West Orange, New Jersey.

Four proposals were received.

1. Mazza Mulch, Inc.
2. Natures Choice NJ, LLC
3. The Firewood Farm, Inc.
4. Yannuzzi Group, Inc.

Under the terms of a Request for Proposal (RFP), price is only one consideration in determining a contract award. In addition to price, the Township designed the RFP evaluation to include the following evaluation components:

Cost Criteria

1) Revenues to be received or cost to be paid.
(1) Does the Proposal offer the best financial benefit to the Township whether the Proposal is for a monthly fee to be paid to the Township, a Revenue Sharing Proposal or a combination of both.
(2) Is the Proposal adequately explained and consistent with the requirements set forth in this RFP?

Management Criteria

2) Experience of the Respondent.
(1) Does the Respondent provide sufficient documentation or evidence of experience performing similar work?
(2) Does the Respondent document a record of reliability, competent performance of work; and the skillset needed to perform the Contract.

3) Qualifications of staff to be assigned the work
(1) Has the Respondent provided the specific backgrounds and qualifications of the staff who will perform the work under the Contract?

(2) Does the Respondent provide sufficient documentation that its staff has the requisite qualifications and experience to perform the work under the Contract.

4) Violations, Fines, Notices of Violations history from any governmental agency

(1) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing Federal and State statutes?

(2) Does the Respondent have a history of violations, fines or other citations which evidence a pattern of the Respondent disregarding of the governing regulations and local ordinances or law?

Technical Criteria

5) Equipment to be assigned to perform the work

(1) Does the Respondent document that it has the requisite equipment or resources to perform the work required under the Contract?

6) Detailed site improvement plan

(1) Does the Respondent's proposed site improvement plan offer the best use of the space for performance of the Contract?

For each respondent, the following evaluation is provided for the selection committee's use. Note that this evaluation does not include a review of the formal submission requirements. Submission requirements are being reviewed separately by the Purchasing Agent's Office.

Further, DeFeo Associates notes that with regard to Cost Criteria, the full five -year term has been utilized for the purpose of this evaluation. Although this is a three-year contract with two-one-year renewal options, New Jersey requires that the five - year term be utilized for purposes of any financial evaluation.

Mazza Mulch, Inc.

Cost Criteria:

Mazza Mulch, Inc. (Mazza) submitted an annual rent payment of $162,000/year for the five - year contract term totaling $810,000 in rent over five years.

No revenue sharing proposal was submitted. No specific revenue contribution for site improvements was offered.

The submission appears to meet the requirements outlined in the RFP with regard to form and information requested.

Management Criteria:

The company has significant experience with Class B wood operations at both their company owned site in Tinton Falls, and based on the submission, as a site contractor for multiple locations.

The company has listed one community for experience in Class C operations. DeFeo Associates contacted Holmdel Township and determined that Mazza provided leaf transfer services, but not leaf compost services to the that township.

The company did not list any additional facilities available for the receipt of material overflow within the proposal.

In addition, the company has significant experience marketing Class A recyclable materials such as those required from the Township convenience center.

The company does have a number of staff who are Certified Compost Facility Operators as required under the terms of the RFP, and New Jersey Department of Environmental Protection Regulations.

The company has listed a limited number of violations related to pile height, horizontal markers and record keeping. These violations appear to be minor in nature and are common at such facilities due to simple human error. In some cases, the violations are a judgement call on the part of the inspector. It does not appear that any of the violations listed posed a threat to the environment.

Technical Criteria:

The company has sufficient equipment to perform any of the functions required at the Recycling Center.

Natures Choice NJ, LLC

Cost Criteria:

Natures Choice NJ, LLC (Natures Choice) is the incumbent service provider. They submitted an annual rent payment of $120,000/year for the first three – years of the contract term rising to $129,227 in year four and $142,642 in year five. The total rent proposed is $631,869 over five years.

Natures Choice did not propose a percentage revenue sharing proposal on gross sales. Rather, the company submitted an annual payment of $75,000 for each year totaling $375,000 over five years.

Note that this is a deviation from the proposal requirements which requested a percentage of revenue sharing. While the Township specifically states that it can waive any irregularities in the RFP outline, this deviation will require a legal determination as to acceptance.

In addition to the above payments, the company is offering a contribution of 10,000 bags of mulch to the Township for each year of the contract. The projected value of this mulch is $30,000/year. The Township can offer these bags to residents, schools, or for use in the Township.

Finally, the company is offering to contribute $35,000 toward storm water permit and site testing over the life of the contract. The site does have certain storm water permit testing requirements as well as the need to obtain a storm water permit. The current status of the permit is not known.

The total value of the price submission is thus $1,156,869 plus the permit contribution of $35,000 or a grand total of $1,191,869 over five years.

The company has offered to increase plantings, improve drainage and signage and upgrade the fire hydrant as a part of the site improvement proposal.

Except as noted above, the submission appears to meet the requirements outlined in the RFP with regard to form and information requested.

Management Criteria:

As the incumbent, the company has a significant level of experience in the operation of Class C, Class B wood and Convenience Center marketing. In addition, the company has several other locations in New Jersey to receive leaf and wood overflow. Finally, the company runs several other locations in the state.

The company does have sufficient staff who are Certified Compost Facility Operators as required under the terms of the RFP, and New Jersey Department of Environmental Protection Regulations.

The company has listed one recent violation related to horizontal markers. It does not appear that this violation posed any threat to the environment.

Technical Criteria:

The company has sufficient equipment to perform any of the functions required at the Recycling Center.

The Firewood Farm, Inc.

Cost Criteria:

The Firewood Farm, Inc, submitted an annual rent payment of $60,000/year for the full five - year term of the contract. The total rent proposed is $300,000 over five years.

In addition to the above payments, the company is offering a 2% gross revenue share for each of the five years.

To evaluate the financial value of the 2% revenue share, DeFeo Associates has used an average value for each of the major material streams at the facility. The breakdown is as follows:

Incoming Class C = 19,542 cubic yards @ $12/cubic yard
Compost/Topsoil sales = 14,242 cubic yards at $35/cubic yard
Incoming Class B = 48,632 cubic yards at $26/cubic yard
Sales of Mulch = 14,306 cubic yards at $25/cubic yard

NOTE: Values based on 2022 Natures Choice reports for incoming and outgoing materials. Values adjusted for "no" charge on West Orange materials, volume reductions for compost and an average price value based on Natures Choice retail price sheets for each category of material. All values are estimates based on available data. Actual values may be lower or higher in any given year.

Total value of Class C materials incoming = $12/cubic yard x 19,542 yards = $234,504/year x.02 = $4,690/year

Total value of compost/topsoil sold = $35/cubic yard x 14,242 cubic yards = $498,470/year x .02 = $9,969/year

Total value of Class B materials incoming = $26/cubic yards x 48,632 cubic yards = $1,264,432/year x .02 = $25,289/year.

Total value of Class B materials sold (mulch) – 14,306 cubic yards x $25/cubic yard = $357,650/year x .02 = $7153/year.

The total value of the price submission is thus $536,505 over five years. This figure is dependent on total retail sales and may factor higher or lower in any given year.

The company has offered to increase berm sizes as its site improvement proposal.

The submission appears to meet the requirements outlined in the RFP with regard to form and information requested.

Management Criteria:

The company has experience processing Class B material however, it does not appear to have any experience operating a Class B facility similar to that in West Orange. Further, it has no listed experience operating a Class C facility of any kind nor does it list any experience operating and marketing Class A materials from a convenience center.

The company's staff that are listed are not properly certified to operate the West Orange Class C facility.

Technical Criteria:

The company appears to have sufficient equipment to perform any of the functions required at the Recycling Center.

Yannuzzi Group, Inc.

Cost Criteria:

The Yannuzzi Group, Inc, submitted an annual rent payment of $62,400/year for the full five - year term of the contract. The total rent proposed is $312,000 over five years.

In addition to the above payments, the company is offering a .75% gross revenue share for each of the five years.

To evaluate the financial value of the .75% revenue share, DeFeo Associates has used an average value for each of the major material streams at the facility. The breakdown is as follows:

Incoming Class C = 19,542 cubic yards @ $12/cubic yard
Compost/Topsoil sales = 14,242 cubic yards at $35/cubic yard
Incoming Class B = 48,632 cubic yards at $26/cubic yard
Sales of Mulch = 14,306 cubic yards at $25/cubic yard

NOTE: Values based on 2022 Natures Choice reports for incoming and outgoing materials. Values adjusted for no charge on West Orange materials, volume reductions for compost and an average price value based on Natures Choice retail price sheets for each category of material. All values are estimates based on available data. Actual values may be lower or higher in any given year.

Total value of Class C materials incoming = $12/cubic yard x 19,542 yards = $234,504/year x.0075 = $1759/year

Total value of compost/topsoil sold = $35/cubic yard x 14,242 cubic yards = $498,470/year x .0075 = $3739/year

Total value of Class B materials incoming = $26/cubic yards x 48,632 cubic yards = $1,264,432/year x .0075 = $9,483/year.

Total value of Class B materials sold (mulch) – 14,306 cubic yards x $25/cubic yard = $357,650/year x .0075 = $2682/year.

Finally, the company has offered to make (at its estimated value) $120,000 in site improvements including providing a new trailer, water truck and sweeper, plantings and visual entrance improvements.

The total value of the price submission is thus $520,315 over five years. This figure is dependent on total retail sales and may factor higher or lower in any given year.

The submission appears to meet the requirements outlined in the RFP with regard to form and information requested.

Management Criteria:

The company has experience processing Class B material however, it does not appear to have any experience operating a Class C facility similar to that in West Orange. Further, it has no listed experience operating a Class C facility of any kind nor does it list any experience operating and marketing Class A materials from a convenience center.

The company has multiple staff members who are certified and thus qualified to operate the Class C operation.

Technical Criteria:

The company appears to have sufficient equipment to perform any of the functions required at the Recycling Center.

DeFeo Associates

The information provided within this report provides no specific rankings or recommendations. The ranking process will be determined by the Committee established by the Township.

DeFeo Associates reserves the right to modify the opinions expressed within this letter based on the acquisition of new information.

Please contact me at your convenience to discuss any element of this letter or its recommendations.

Very truly yours,



Wayne D. DeFeo, LEED AP
Consulting Solid Waste/Recycling Coordinator
ECUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 200 Jefferson Park Whippany NJ 07981	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 800-350-8005 **FAX (A/C, No):** 973-921-2876 **E-MAIL ADDRESS:**
INSURED TASRECY-01 Nature's Choice NJ, LLC 1106 Millstone River Road Hillsborough, NJ 08844	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nautilus Insurance Company — 17370 **INSURER B :** Great Divide Insurance Company — 25224 **INSURER C :** New Jersey Manufacturers Insurance Co — 12122 **INSURER D :** Selective Insurance Company of America — 12572 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1131191549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR ☒ Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		GSP2032086-13	5/15/2023	5/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP2032087-13	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☐ **UMBRELLA LIAB** ☒ OCCUR X **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			FFX2032088-13	5/15/2023	5/15/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		101352423	7/31/2023	7/31/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Leased/Rented Equipment			S2530447	8/2/2023	5/15/2024	Maximum Any One Item	$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Additional Insured Forms: (On Going Ops) - #GSP7005 | (Completed Ops) - #GSP7106
Township of West Orange is included as Additional Insureds with respects to the General Liability policy as required by written contract.

CERTIFICATE HOLDER

Township of West Orange
66 Main Street
West Orange, NJ 07052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristina L Winterfeldt

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TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT EVALUATION REPORT

FOR OPERATION OF THE TOWNSHIP OF WEST ORANGE RECYCLING CENTER

Overview

The Township of West Orange (the "Township") owns the Recycling Center located at 590 Mt. Pleasant Avenue, West Orange, New Jersey 07052. The operations conducted at the Recycling Center 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, and commingled containers.

On April 10, 2007, the Township Council adopted Resolution #84-07 authorizing the use of competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.3 for the procurement of the Contract for Operation of the West Orange Recycling Center. And pursuant to N.J.S.A. 40A:11-4.3, the Township is authorized to utilize competitive contracting in lieu of public bidding for subsequent awards of the contract authorized under the resolution.

On December 21, 2024, the Township issued a Request for Proposals (the "RFP") setting forth the terms and conditions of the proposed Contract for Operation of the Township of West Orange Recycling Center with proposals due on January 12, 2024. However, on January 11, 2024, the Township was advised that the RFP included a discrepancy as to the requirements for a performance bond for the operation of the recycling center. In order to correct this discrepancy, the Township cancelled the initial submission date for proposals in response to the RFP and issued a new RFP on January 19, 2024 with proposals due on February 7, 2024.

On February 7, 2024, the Township received four (4) proposals including, proposals from: (i) The Firewood Farm; (ii) Yanuzzi Group; (iii) Nature's Choice NJ, the incumbent operator of the West Orange Recycling Center; and (iv) Mazza Mulch.

Pursuant to the Local Public Contracts Law and the New Jersey Administrative Code, the Township created an Evaluation Committee (the "Committee") to establish weighted criteria for the evaluation of proposals and evaluate and score the proposals. The Committee was composed of five (5) members including:

(1) John Gross, Chief of Staff and Chief Municipal Financial Officer for the Township;

(2) Police Chief Jams P. Abbott, Police Chief for the West Orange Police Department and Acting Business Administrator for the Township;

(3) Peter Smeraldo, Assistant Business Administrator for the Township;

(4) Michael Fonzino, Health Director for the Township; and

(5) Panayiota Reynolds, Qualified Purchasing Agent for the Township.

Pursuant to N.J.A.C. 5:34-4.3(f) each member of the Committee executed a certification that they do not have a conflict of interest as to any of the vendors.

On February 12, 2024, Mazza Mulch submitted a letter to the Township challenging the proposals submitted by Nature's Choice NJ alleging that the pricing proposal set forth in Nature's Choice NJ's proposal deviated from the instruction in the RFP. Specifically, the RFP required that respondents propose a pricing proposal that included both: (i) an annual lease amount for use of the West Orange Recycling Center; and (ii) a percentage of annual revenues to be paid to the Township from the operation of the West Orange Recycling Center. Mazza Mulch argued that Nature's Choice NJ's proposed a flat rate rather than a percentage from the revenues from the operation of the West Orange Recycling Center.

Prior to the evaluation and scoring of the proposals, the legal department for the Township examined the challenge and issued a memorandum to the members of the Committee whereby it concluded that the submission of a flat annual rate rather than a percentage did not constitute a material defect requiring rejection of the proposal from Nature's Choice NJ.

On February 14, 2024, the Township's Environmental Consultant provided an initial evaluation of the proposal submitted in response to the RFP. A copy of the Proposal is annexed hereto as Exhibit **"A."** Notably, Environmental Consultant provided an analysis of the pricing proposals based on "average value of each of the major material streams at the facility" in order to provide a basis for comparison.

Evaluation and Scoring

Each member of the Committee was provided a copy of the proposals submitted in response to the Township's RFP. Each member evaluated the proposals and offer base scores in the following categories: (i) Revenue or Costs; (ii) Experience of the Respondent; (iii) Qualifications of the Staff; (iv) Equipment; (v) Violations, Fines, Notices of Violations; (vi) Evaluation of the Detailed Site Improvement Plans.

The committee also decided the weighting of each of these categories as follows: (i) Revenue or Costs – 35; (ii) Experience of the Respondent - 25; (iii) Qualifications of the Staff - 10; (iv) Equipment - 10; (v) Violations, Fines, Notices of Violations - 10; (vi) Evaluation of the Detailed Site Improvement Plans – 10.

Consistent with the initial evaluation performed by the Township's Environmental Consultant, the Committee's scoring as to Revenues and Costs reflected disparity in the pricing based on the initial evaluation. The Township's Environmental Consultant estimated the following prices: (i) Mazza Mulch - $810,000 rent and $0 revenue sharing; (ii) Nature's Choice NJ - $631,869 rent and $375,000 revenue sharing; (iii) the Firewood Farm - $300,000 rent and $236,505 revenue sharing (estimated) ; and (iv) Yannuzzi Group - $312,000 rent and $208,315 revenue sharing (estimated) as well as $120,000 in site improvements. As Nature's Choice NJ price proposal far

exceeded the prices for the other respondents, the Committee's scoring reflected this pricing disparity.

In addition, the scoring as to experience and qualification of staff also reflected concerns regarding the experience of Yannuzzi Group and the Firewood Farm as neither have experience operating a Class C facility similar to the West Orange Recycling Center and lacked certified staff to operate a Class C Facility. As to Mazza Mulch, while it did have some limited experience operating a Class C facility, it did not have experience with leaf compost service, but instead only provided leaf transfer services. Meanwhile, Nature's Choice NJ as the incumbent vendor had experience and qualified staff to operate the West Orange Recycling Center.

As a result, the composite weighted scores for the proposals were as follows for each respondent.

The Firewood Farm	**Yannuzzi Group**	**Nature's Choice NJ**	**Mazza Mulch**
Revenues or Costs: 385	Revenues or Costs: 385	Revenues or Costs: 770	Revenues or Costs: 525
Experience: 225	Experience: 350	Experience: 550	Experience: 450
Qualifications of Staff: 80	Qualifications of Staff: 170	Qualifications of Staff: 220	Qualifications of Staff: 200
Equipment: 190	Equipment: 170	Equipment: 200	Equipment: 200
Violations, Fines, etc.: 210	Violations, Fines, etc.: 170	Violations, Fines, etc.: 160	Violations, Fines, etc.: 120
Site Improvement Plans: 160	Site Improvement Plans: 140	Site Improvement Plans: 200	Site Improvement Plans: 130
TOTAL: 1250	**TOTAL: 1385**	**TOTAL: 2100**	**TOTAL: 1625**

Conclusion/Recommendation

Based on the composite scores from the members of the Committee, the Committee recommends award of the Contract for the Operation of the Township of West Orange Recycling Center to Nature's Choice NJ for a three (3) year contract period commencing May 1, 2024 with options to renew for two additional one (1) year periods.

4839-7947-2201, v. 1

99-24
March 26, 2024

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 of West Orange Recycling Center (the "Recycling Center") is located and operates on the Property; and

WHEREAS, Township utilizes the Recycling Center as an integral part of its Recycling Program; and

WHEREAS, the Management, Operation and Maintenance Service Agreement for the Recycling Center between the Township and Natures Choice NJ, LLC ("Natures Choice") with offices at 1106 Millstone River Road, Hillsborough, New Jersey 08844 formerly operating as Reliable Wood Products, LLC expired on February 29, 2024; and

WHEREAS, the award of a new Contract for Operation of the Recycling Center is pending before the Township Council and is scheduled to commence on May 1, 2024; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 of the Local Public Contracts Law, the Township and Natures Choice have agreed to extend the Agreement until April 30, 2024 when the new Contract for Operation of the Recycling Center shall commence by way of the Temporary Extension Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility, annexed hereto as Exhibit **"A."**

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor is authorized to execute the Temporary Extension Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility, annexed hereto as Exhibit **"A;"** and be it further

RESOLVED that notice of this temporary extension shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale **Municipal Clerk**	**Bill Rutherford** **Council President**

Adopted: March 26, 2024

99-24

TEMPORARY EXTENSION OF MANAGEMENT, OPERATION AND MAINTENANCE SERVICE AGREEMENT FOR THE WEST ORANGE RECYCLING CENTER AND COMPOSTING FACILITY

This Temporary Extension Agreement for the Management, Operation and Maintenance Services for the West Orange Recycling Center and Compost Facility (the "Recycling Center") 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 with Natures Choice NJ, LLC ("Natures Choice") with offices at 1106 Millstone River Road, Hillsborough, New Jersey 08844 formerly operating as Reliable Wood Products, LLC.

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") upon which the Recycling Center is located; and

WHEREAS, the Management, Operation and Maintenance Service Agreement for the Recycling Center between the Township and Natures Choice (the "Agreement"), annexed hereto as Exhibit **"A,"** expired on February 29, 2024; and

WHEREAS, the award of a new Contract for Operation of the Recycling Center is pending before the Township Council and is scheduled to commence on May 1, 2024; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 of the Local Public Contracts Law, the Township and Natures Choice have agreed to extend the Agreement until April 30, 2024 when the new Contract for Operation of the Recycling Center shall commence.

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 that the terms and conditions of the Agreement, annexed hereto as Exhibit **"A"** shall be extended for an additional two (2) months until April 30, 2024.

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:_____

Susan McCartney, Mayor

WITNESS:

NATURES CHOICE NJ, LLC

_____

By:_____

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

RELIABLE WOOD PRODUCTS, LLC

By:_____
Eugene J. Ciarkowski, ~~Managing Member~~ MANAGER

4826-4529-9330, v. 1

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:

- 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, NJ 07059-7003, wdefeo@defeoassociates.com. Responses to questions will be posted on the Township Web site on or before July 10june, 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:

- Facility Owner
- Location of Facility
- Responsibilities
- Principals of each firm involved;
- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, 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 statues 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 not 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).

   _____

   _____

   _____

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*)

_____ BY: _____
(*Date*) (*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*)

_____ **BY**: _____

(Date) *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*)

_____ **BY**: _____

(Date) *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. l7:27-5.2, 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 TELEPHONE NUMBER
CORPORATE SECRETARY

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 contact 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 it 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 _____.

Article 3.17

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 crin1inal 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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Article 3.18

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 any other project, nor by any other Professional for the continuation of this project, nor sold, without the written Authorization of Jenne Associates, LLC.

LEGEND

- LIMIT OF DISTURBANCE
- SILT FENCE
- PROPOSED GRAVEL/ASPHALT MILLING STABILIZED TRAVEL WAY
- PROPOSED NEW ASPHALT TRAVEL WAY
- #2 — STORMWATER DISCHARGE POINT FOR PROPOSED GABION BASKET SEDIMENT BARRIER AND THEN TO BE INSPECTED/MAINTAINED
- #1 — STORMWATER DISCHARGE POINT TO BE INSPECTED/MAINTAINED

GRAPHIC SCALE

100' 50' 0' 100' 200'

SCALE: 1"=100'

GENERAL NOTES

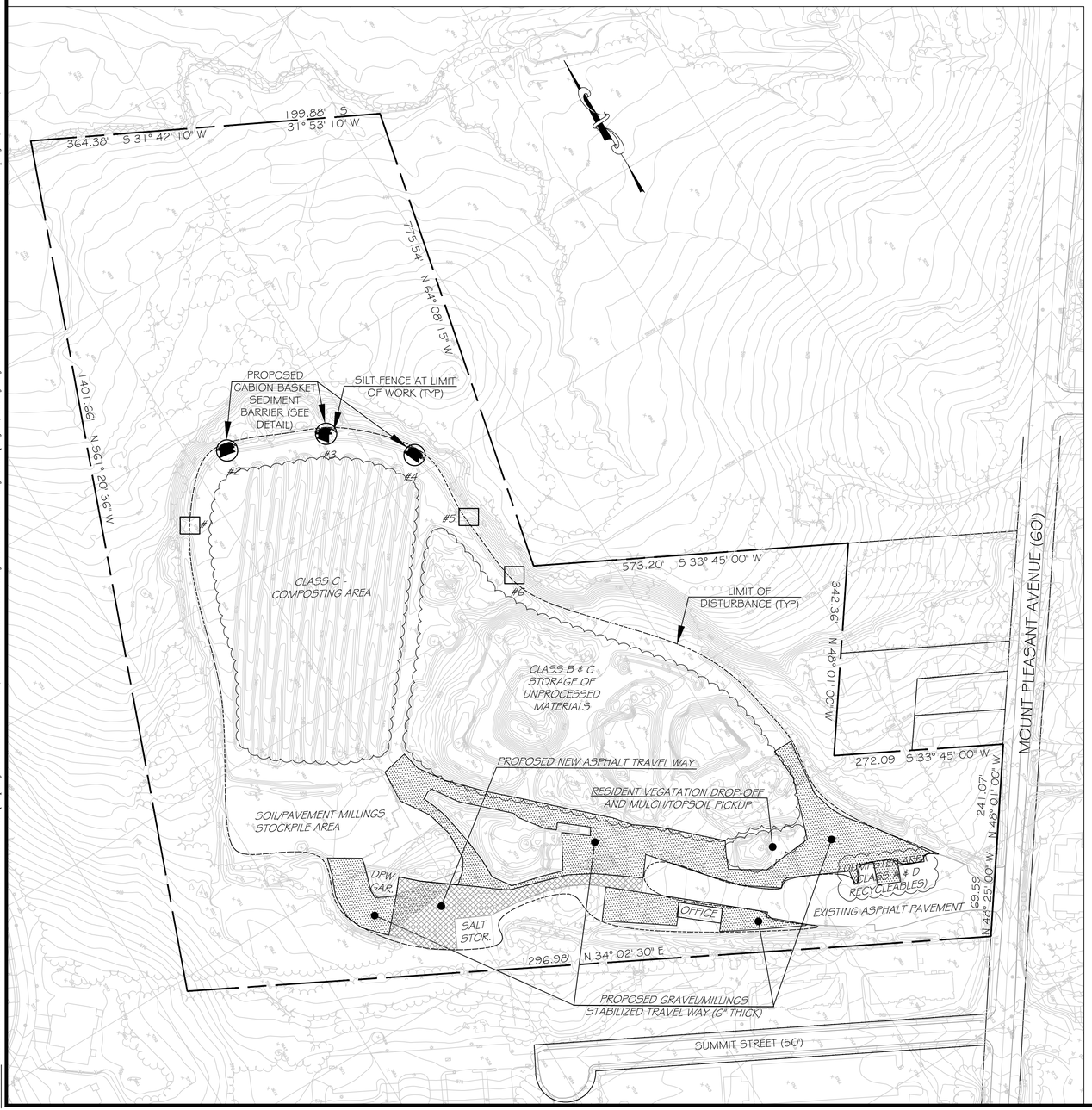
1. TOPOGRAPHIC SURVEY INFORMATION BASED ON WEST ORANGE TOPOGRAPHIC SURVEY PREPARED BY WSP SELLS, CHARLTON, MA. DATE OF PHOTOGRA(PHY SPRING 2010.
2. PROPERTY LINES ARE SHOWN BASED ON PLAN ENTITLED "INCINERATOR PROPERTY", PREPARED BY JOHN T. MC CANN, PE, LS DATED JULY 1978. THEY ARE INTENDED FOR APPROXIMATE PROPERTY LINE REPRESENTATIVE ONLY AND NOT TO BE INTERPRETED AS AN EXACT LOCATION OF THE PROPERTY LINES.
3. THIS DRAWING REFLECTS CONDITIONS AS OF THE DRAWING DATE OF THE ABOVE REFERENCED SURVEYS.
4. 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.
5. CONSTRUCTION MUST BE PERFORMED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND REQUIREMENTS, MANUFACTURER'S 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

1. 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), PERMANCE VEGETATIVE COVER FOR SOIL STABALIZATION 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

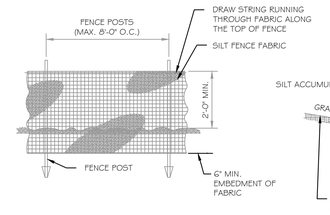
TILLAGE – TO ROUGHEN SURFACE AND BRING CLODS TO THE SURFACE. THIS IS A TEMPORARY EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON WINDWARD SIDE OF TEH SITE CHISEL-TYPE PLOWS SPACE ABOUT 12 INCHES APART, AND SPRING-TOOTHED HARROWS ARE EXAMPLES OF EQUIPMENT WHICH MAY PRODUCE THE DESIRED EFFECT.

SPRINKLING – SITE IS SPRINKLED UNTIL THE SURFACE IS WET

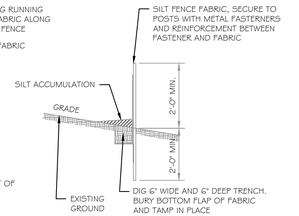
BARRIERS – SOLID BOARD FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY, AND SIMILAR MATRIAL CAN BE USED TO CONTROL AIR CURRENTS ADN SOIL BLOWING.

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

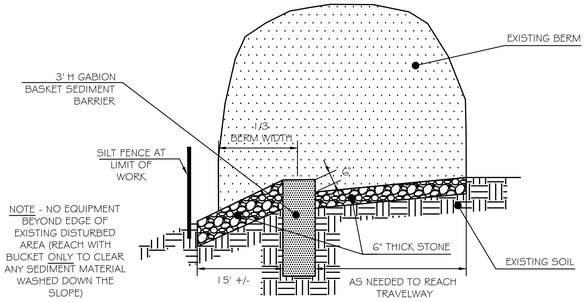


INSTALLATION DETAIL

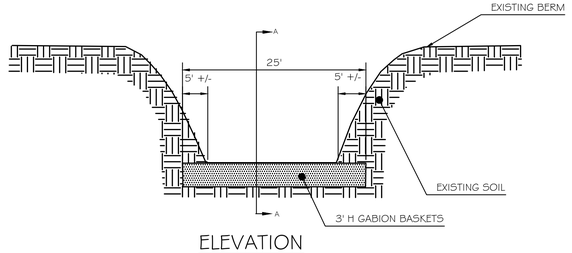
MATERIALS

1. SILT FENCE CLOTH: FILTER X, POLY-FILTER X, MIRIFI 100X, LAUREL EROSION CONTROL CLOTH, BIDIM OR APPROVED EQUAL (SUN RESISTANT)
2. POST: 2" HARDWOOD OR "T" OF "D" TYPE STEEL (WEIGHING NOT LESS THAN 1.33 POUNDS PER LINEAR FOOT)

1 SILT FENCE DETAIL
NOT TO SCALE



SECTION A-A



ELEVATION

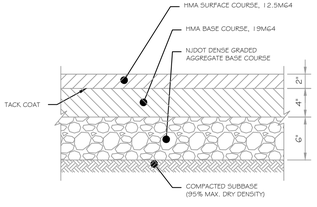
2 GABION BASKET SEDIMENT BARRIER
NOT TO SCALE

SOIL EROSION & SEDIMENT CONTROL NOTES

1. 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.
2. 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.
3. SEEDING DATES: THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPSCD: SPRING - 3/1-5/15 AND FALL - 8/15 - 10/1
4. SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED
5. 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.
6. 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.
7. ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
8. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 364-0764 OR EMAIL - INFORMATION@HEPSCD.ORG
9. 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.
10. 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.
11. 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.
12. ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
13. A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE EXITS USING 2 ½ -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.
14. 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.
15. 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:	Chk. By:	Sheet #:
J13014	4/8/2014	1"=100'	C.J.	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**”

Table of Content

Section 1: Bid Documents
Section 2: Proposal Documents
Section 3: Management and Personnel
Company Organization Chart
Rutgers Certifications
Section 4: Site Operations Experience
Site Permits for Overflow
Equipment list
Marketing Services Plan
Scope of Work
Fire Control Plan
Section 5: Disclosure of Violations
Section 6: Employee Information Certificate
Business Registration Certificate
Public Works Contractor Registration Certificate
Section 7: Bid Bond
Consent of Surety
Certificate of Insurance
Section 8: Proposed Site Plan Improvement and Layout
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

	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 Stockholder 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 Language
3.12 Affirmative Action Requirements
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
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
Appendix "B" Site Improvement Plan and Layout (in a form to be supplied by responding party)

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;

- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statues, 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 ~~Corp.~~ Company ✓

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 Ciarkowski, V.P

HOME ADDRESS: 398 Lincoln Blvd.

Middlesex, N.J. 08846

Owner or Representative Signature

Eugene Ciarkowski, 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 CIARKOWSKI being duly sworn,

deposes and says that he resides at 41 GEHRLI 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 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 3.03

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 [signature] 7/16/18
Signature Date

Eugene Clarkowski

Subscribed and sworn to before me

this 16 day of July 2018

[signature]

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 Ciarkowski, 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 not 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 _____
(Respondent)

Eugene Ciarkowski, Vice President
(Type or print name of affiant under signature)

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

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 Curkowski 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 Curkowski
(Sign Name Here)

Subscribed and sworn before me on this 16 day of July 2018.

(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:

(Date)
11/16/18 Matthew Vastano

Reliable Wood Products, LLC.
(Name of Company)

398 Lincoln Blvd., Middlesex, NJ. 08846
(Address)

BY: X
(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
Sign Name (Original Signature Only)

EUGENE CIARKOWSKI, 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.

Matthew Vastano
(Witness) Matthew Vastano

RELIABLE WOOD PRODUCTS, LLC
(Name of Company)

398 Lincoln Blvd., MIDDLESEX NJ. 08846
(Address)

July 16, 2018
(Date)

BY: [signature]
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 Section 7

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 (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 Clarkowski

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, NJ. 08846
ADDRESS OF RESPONDENT

973.969.3299
TELEPHONE NUMBER

By:

X Eugene Clarkowski
SIGNATURE

Eugene Clarkowski, 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 — (Respondent) or any related companies, 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 contact 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 it 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 Markowski, 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.

Reliable Wood Products, LLC	Vice President
Name of Firm or Individual	Title
X [signature]	7/16/18
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

AIDA N. VEGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/4/2019

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 Ciarkowski Signature: X

Title: Vice President Date: 7/16/18

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.

Addendum Number	Dated	Acknowledge Receipt (Initial)
none		

☒ No addenda was received.

Acknowledged for: Reliable Wood Products, LLC.
(Company Name)

By: [signature]
(Signature of Authorized Representative)

Name: Eugene Ciarkowski
(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

LEGEND

GRAPHIC SCALE

100' 50' 0' 100' 200'

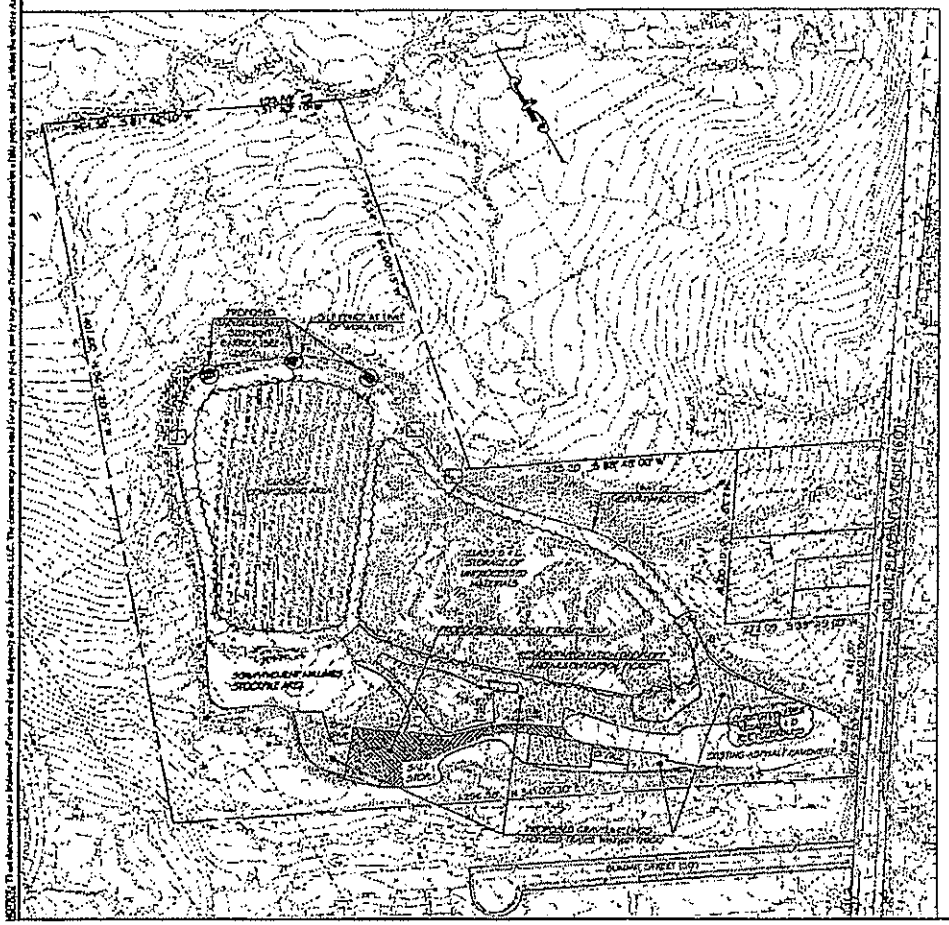
SCALE: 1"=100'

GENERAL NOTES

MAINTENANCE SCHEDULE

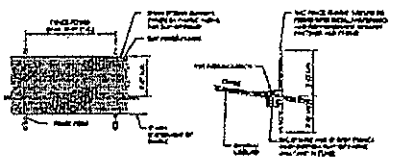
AREA OF DISTURBANCE

TOTAL - 560,200 SF (12.98 ACRES)



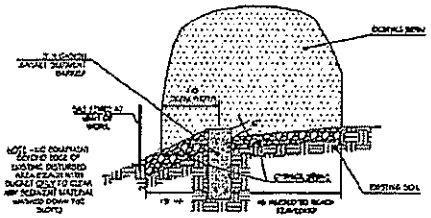
DUST CONTROL NOTES

SOIL EROSION & SEDIMENT CONTROL NOTES

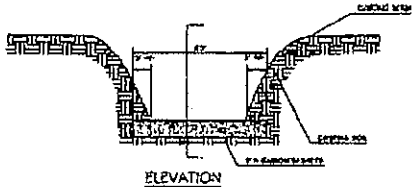


ELEVATION INSTALLATION DETAIL

1 SILT FENCE DETAIL



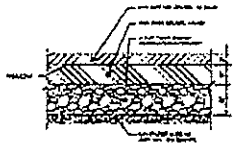
SECTION A-A



ELEVATION

2 GABION BASKET SEDIMENT BARRIER

SEQUENCE OF CONSTRUCTION



3 ASPHALT PAVEMENT DETAIL

CAUTION

Jenne Associates, LLC

Carl A. Jenne, P.E.

WEST ORANGE RECYCLING CENTER

SOIL EROSION AND SEDIMENT CONTROL PLAN

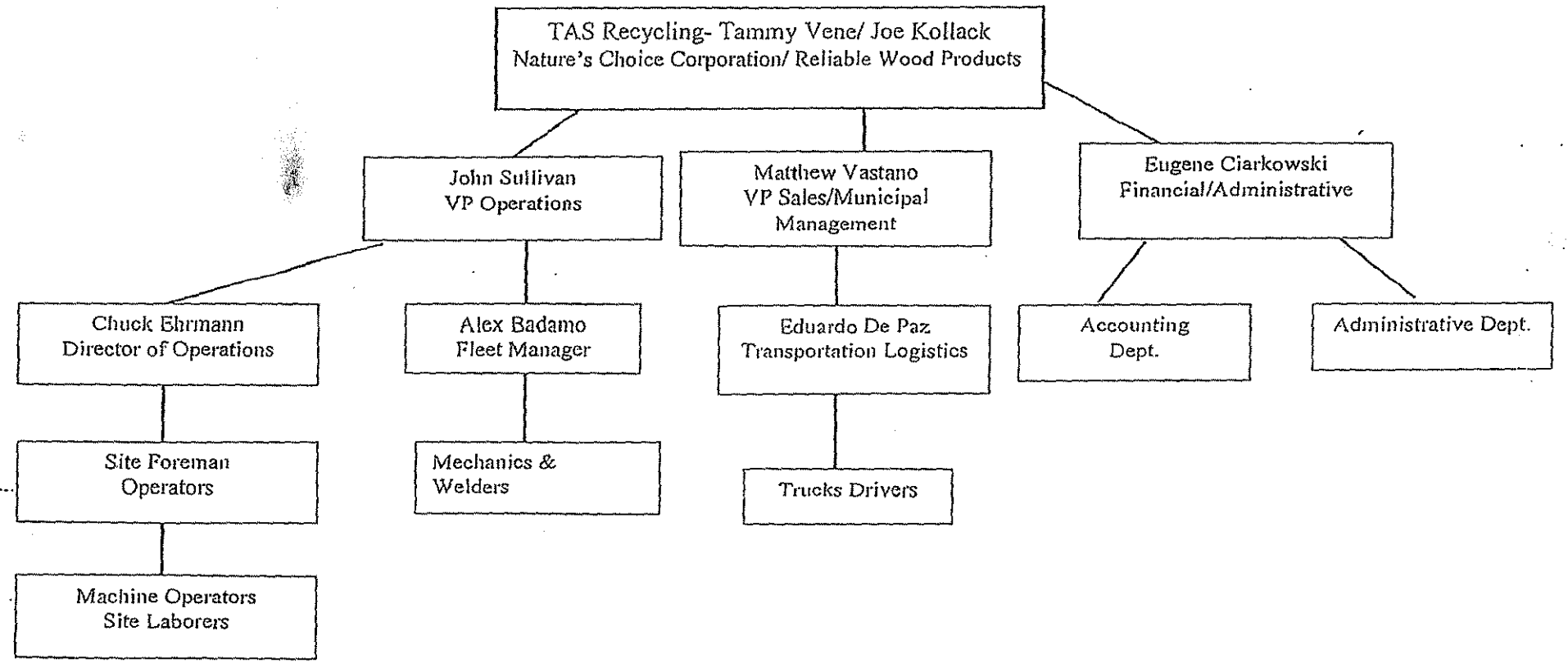
SESC-1

Section 3: Management and Personnel

Company Organization Chart

Rutgers Certifications

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) 1972-1997
formerly The Mutual Benefit Life Insurance Company

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

Operations Manager

- Responsibilities of day to day operations consisting of overseeing daily production of employees.
- Site management of six different locatation 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

Fire Fighter (Retired)

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.
- Obtainand 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 characterisitics 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 Asscociates 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 Municpal Utilities Authority.

East Brunswick, New Jersey 732-684-7085 mvastano@natureschoicecorp.com

#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 EHRMANN

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 FORFILL NEEDS TO THE COMMUNIITY WITH A FOCUS ON RECYCLING MATERIAL INTO PRACTICAL AND USEFUL PRODUCTS FOR LANDSCAE 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 REULATIONS 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 FORFILLMENT CENTERS EDISON AND TETERSWBORO 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 Coarse.

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

Rx Date/Time
07/29/2015 22:21 FAX
HUB-CC-CUUPERKIJ 10:ca

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

002

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 — SERIVICE PERIOD
   Middlesex County Improvement Authority — **20 YEARS**
   Jim Polos-609-655-5141
   55 Edgeboro Road
   East Brunswick, NJ 08816
   South Plainfield/S. Brunswick/Woodbridge/Piscataway/Metuchen/Dunellen
   Phone: 732-628-0221

2. Yard Waste Management
   City of Englewood Cliffs — **2 YEARS**
   Mark Neville, Recycling Coordinator
   342 Hudson terr.
   Englewood NJ
   Phone: 201.568.0242

3. Yard Waste Management — 20 YEARS
   Township of Montclair
   Rob Bianco, Superintendant
   219 North Fullerton
   Montclair, NJ 07042
   Phone: 973-783-5600

4. Yard Waste Management — 15 YEARS
   Borough of Bergenfield
   Superintendant
   198 North Washington Avenue
   Bergenfield, NJ 07601
   Phone: 201-357-4055
   310,000/yr – 2 Year Contract – Pop. 26,000

RELIABLE WOOD PRODUCTS, LLC

5. Yard Waste Management **City of Paramus** Guy Ciccone Jockish Square Paramus, NJ 07652 Phone: 201-265-2100 Ext. 687	SERVICE PERIOD **5 YEARS**
6. Yard Waste Management **Township of Wayne** Heather, Superintendent 425 Valley Road Wayne, NJ 07470 Phone: 973-694-1800 Ext. 3315	20 YEARS
7. Composite Site Management **Town of West Orange** 86 Main St. West Orange, NJ 07052 Phone: 973.325.4155 **$1,000,000/yr –**	10 YEARS
8. Yard Waste Disposal **City of Englewood** Carl Rossi- Supt 2-10 N Van Brundt ST Englewood NJ 07631 Phone:201.871.6612 **$500,000/yr-**	10 YEARS
9. **Borough of Glen Rock** **Leaf Disposal** 1 Harding Plaza Glen Rock, NJ 07452 Craig-201.670.3990	**3 YEARS**

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

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

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

Guy Watson, Chief
Bureau of Recycling
& Hazardous Waste Management

December 31, 2019
Expiration Date

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.:	CBG090003

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, 2013
Issuance Date

March 4, 2018
Expiration Date

Anthony Fonsino, Chief
Bureau of Transfer Stations and Recycling Facilities

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
MAIL CODE 401-02C
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

BOB MARTIN
Commissioner

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.:	CBG130002

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

◆Tel: 570.269.4620 ◆E-mail: troy.middlesmithfieldmaterials@gmail.com

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

GRINDERS										
EQUIPMENT #	YEAR	MAKE	MODEL	ENGINE	HP	ERIAL	LOCATION	HOURS		
41G	2013	DIAMOND Z	DZH 7000- 41	CAT C32	1200	LD0117	BRIDGEWATER	2978		
40G	2013	DIAMOND Z	DZH 7000- 40	CAT C32	1200	LD0098	CRANBURY	3291		
131G	2006	DIAMOND Z	1463-131	CAT C32	1200	LD0021	CRANBURY	983		
39G	2013	DIAMOND Z	DZH 7000- 39	CAT C32	1200	LD0099	SPARTA	2995		
6000G	2008	DIAMOND Z	DZH 6000-1	CAT C27	1000	WM007	WEST ORANGE	4176		
199G	2007	DIAMOND Z	14638- 199	CAT C32	1200	LD0020	WEST ORANGE	9535		
13	2005	DIAMOND Z	13528-13	CAT3412	860	DT0390	BROOKLYN	8781		
189G	2006	DIAMOND Z	14638- 189	CAT 3412	1000	DT0443	CRANBURY	9749		
1600G	2006	MORBARK	1600	3412	1000	576-013	DEACON		OUT OF SERVICE	
10G	2003	DIAMOND Z	13528- 10	CAT 3412	850		RINGWOOD		OUT OF SERVICE	FIRE DAMAGE
132G	2001	DIAMOND Z	14638- 132	DETROIT			RINGWOOD		OUT OF SERVICE	

EQUIPMENT LIST

GRINDERS										
EQUIPMENT #	YEAR	MAKE	MODEL	ENGINE	HP	ENGINE SERIAL NUMBER	LOCATION	HOURS		
41G	2013	DIAMOND Z	DZH 7000- 41	CAT C32	1200	TLD01175	BRIDGEWATER	2978		
40G	2013	DIAMOND Z	DZH 7000- 40	CAT C32	1200	TLD00983	CRANBURY	3291		
131G	2006	DIAMOND Z	1463-131	CAT C32	1200	TLD00215	CRANBURY	983		
39G	2013	DIAMOND Z	DZH 7000- 39	CAT C32	1200	TLD00992	SPARTA	2995		
6000G	2008	DIAMOND Z	DZH 6000-1	CAT C27	1000	TWM00715	WEST ORANGE	4176		
199G	2007	DIAMOND Z	1463B- 199	CAT C32	1200	TLD00208	WEST ORANGE	9535		
13	2005	DIAMOND Z	1352B-13	CAT3412	860	BDT03900	BROOKLYN	8781		
189G	2006	DIAMOND Z	1463B- 189	CAT 3412	1000	BDT04435	CRANBURY	9749		
1600G	2006	MORBARK	1600	3412	1000	576-013	DEACON		OUT OF SERVICE	
10G	2003	DIAMOND Z	1352B- 10	CAT 3412	850		RINGWOOD		OUT OF SERVICE	FIRE DAMAGE
132G	2001	DIAMOND Z	1463B- 132	DETROIT			RINGWOOD		OUT OF SERVICE	

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	DWGCWLBWLE1010011	NCC	ST	4368
HO2270	2015	DOOSAN	DL300-5	DWGCWLBHTF1010051	NCC	CR	4021 NEW ENGINE
HO2745	2015	DOOSAN	DL300-5	DWGCWLBHKF1010053	NCC	CR	4161

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)
128S	2001	1R9TE58231M216016	OLYMPIAN II	RETECH	RWP	ST	O/S	
125S	2007	12101252	TITAN 1800	POWER SCREEN	NCC	WO	4887	
126S	2007	12101594	TITAN 1800	POWER SCREEN	NCC	CR	6082	
D1	2017	WO9621193H2D38054	SM-720	DOPPSTADT	RWP	KY	20	
D2	2017	WO9621191H2D38053	SM-720	DOPPSTADT	RWP	ST	13	

COLORIZERS								
EQUIPMENT #	YEAR	VIN OR SERIAL #	MODEL	MAKE	DIVISION	LOCATION	HOURS	PERMITTED (SITE)
131S	2003	FST530217	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

Certification 43399

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
Acting State Treasurer

CERT-1

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, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

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

Acting Director

FORM-BRC(08-01)

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

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 Obligee, 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 Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee 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 Obligee 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 Obligee 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.

Witness/Attest As To Principal
Matthew Vastano

PRINCIPAL RELIABLE WOOD PRODUCTS, LLC
Eugene J. Clarkowski

Gina Ring
Witness/Attest As to Surety

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
Surety
By
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, 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
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, 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 amd 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
Liabilitiy 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	
Unasigned 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	CONTACT NAME:	
Acrisure, LLC D/B/A Chadler Solutions 100 Passaic Ave, Suite 120 Fairfield, NJ 07004-3508	PHONE (A/C, No, Ext): (973) 227-0025	FAX (A/C, No): (973) 227-4026
	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 :	

INSURED

Reliable Wood Products LLC
482 Houses Corner Road
Sparta, NJ 07871

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	X CLAIMS-MADE ☐ OCCUR	X		EG16151920	09/17/2017	09/17/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	☐ POLICY ☐ PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						POLLUTION LIABI	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			CA3962441	09/17/2017	09/17/2018	BODILY INJURY (Per person)	$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	☐ UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	X EXCESS LIAB ☐ CLAIMS-MADE			EGU16151923	09/17/2017	09/17/2018	AGGREGATE	$	1,000,000
	☐ DED ☐ RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		W39108-6-18	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Township of West Orange
66 Main Street
West Orange, NJ 07052

CANCELLATION

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

Kathy Galbraith

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Section 8: Proposed Site Plan Improvement and Layout

Current Odor Control System

Odor Control Neutralizing Agent

Site Improvement Description

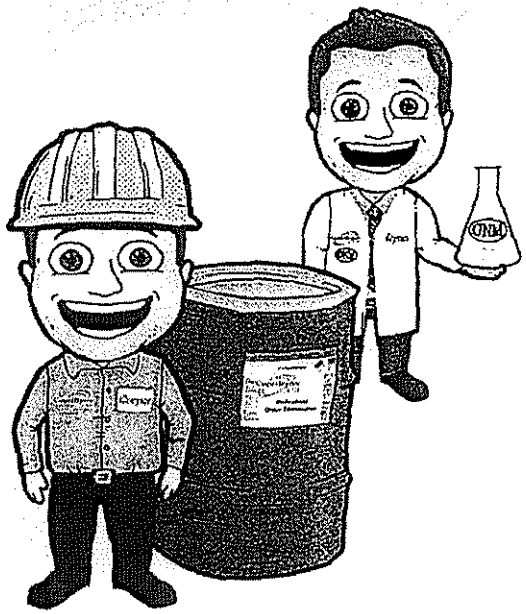
- Mill and repave approximately 10,000 square feet of entrance and road entering facility
- Improve and maintain plantings at entrance to the facility
- Pave areas surrounding office trailer
- Reconstruct and enhance class A, B &C residential drop-off area
- Add 12,500 square feet of pavement to class 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 Reliables 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.

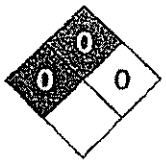


260
JOHN DEERE

- 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

CupriDyne® CLEAN

Visit CupriDyne.com for a RISK FREE Trial
contact us at info@odornomore.com

ONM
Odor-No-More®

Odor-No-More, Inc.
14921 Chestnut Street
Westminster, CA 92683

Members

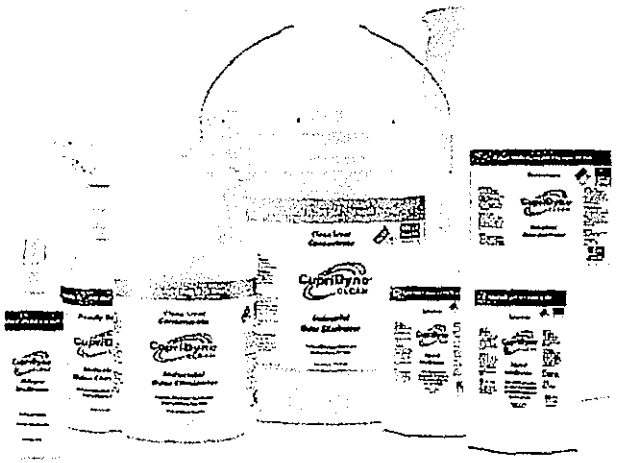
National Waste & Recycling Association
Collect. Recycle. Innovate.

SWANA Solid Waste Association of North America

CupriDyne® CLEAN

Proven Odor Control

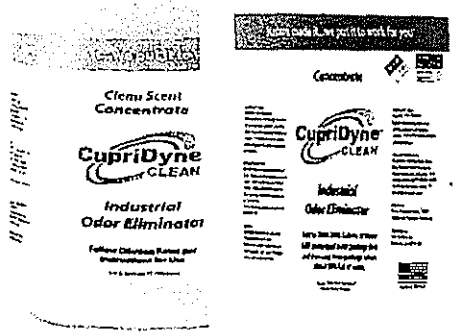
Bringing scientifically developed odor eliminators to the waste industry in formulations that are easily integrated into your current odor management infrastructure.



Visit CupriDyne.com for a RISK FREE Trial

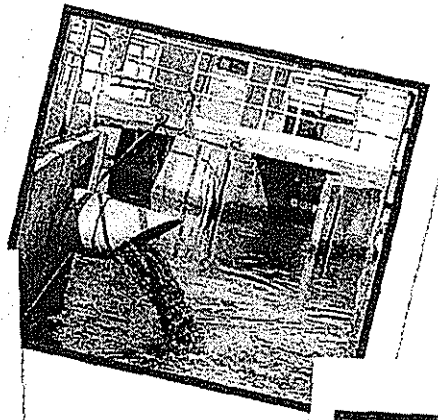
CupriDyne® CLEAN

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.

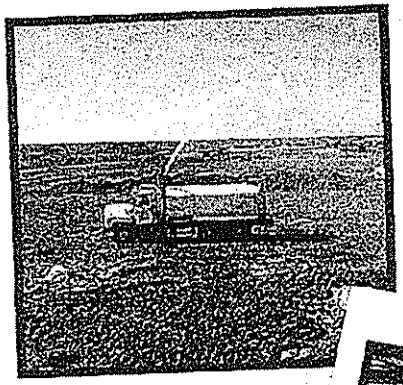


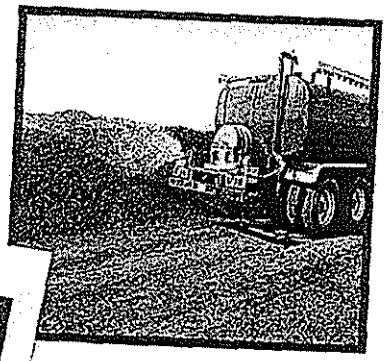
CupriDyne Clean is available in powders and fragrance or fragrance-free liquids.

"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 30-day trial through a transfer station misting system eliminated odors from food waste at 10 feet."
- CA. Transfer Station

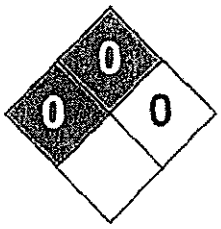


"A single application from a water truck mitigated excessive odors for FIVE days at a windrow composting facility."
- NY Compost Facility

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 Avaiable

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:
Odor No More, Inc. provides the information contained herein in good faith but makes no representation as to its comprehensiveness or accuracy. This document is intended only as a guide to the appropriate precautionary handling of the material by a properly trained person using this product. Individuals receiving the information must exercise their independent judgment in determining its appropriateness for a particular purpose.
ODOR NO MORE, INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INFORMATION SET FORTH HEREIN OR THE PRODUCT TO WHICH THE INFORMATION REFERS. ACCORDINGLY, BIOLARGO, INC. WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM USE OF OR RELIANCE UPON THIS INFORMATION.

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

100-24
March 26, 2024

RESOLUTION AWARDING A CONTRACT TO DELTA FIRE & SAFETY THROUGH USE OF THE H-GAC NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2

WHEREAS, on June 20, 2023 the West Orange Fire Department was awarded a grant from the U.S Department of Homeland Security FY 2022 Assistance to Firefighters Grant (AFG), and

WHEREAS, the funds will be used to purchase Ready Rack extractors and dryer cabinets to clean the Fire Departments Turnout Gear; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or to contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, the Township Council, by Resolution No.178-14 dated September 23, 2014, authorized membership with said H-GAC, a recognized National Cooperative, thus becoming a member; and

WHEREAS, the Purchasing Agent published on February 28, 2024 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the H-GAC Cooperative Contract No. EP11-20 to purchase 4 Vortex DC2 Drying Cabinets and 3 EW35G Extractors plus supplies and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHERAS, there were no responses from other vendors; and

WHEREAS, the Township's Fire Department did due diligence comparing multiple companies on the H-GAC Cooperative contract EP11-20 for 4 Vortex DC2 Drying Cabinets and 3 EW35G Extractors plus supplies and recommends the Delta Fire & Safety, located 3159 Summit Dr, Port Neches, TX 77651 as the best company to meet the Fire Departments needs and budget (see Exhibit "A").

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from Delta Fire & Safety all supplemental documentation which complies with the laws of the State of New Jersey for entities awarded a contract by a public entity.

.

2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of not to exceed $44,976.00

Karen J. Carnevale, R.M.C., Municipal Clerk **Bill Rutherford, Council President**

Adopted: March 26, 2024

I hereby certify funds available from the following accounts:

Grant Account No.: 01-2040-41-2200-223
$44,976.00

John O. Gross, Chief Financial Officer

EXHIBIT "A"

Sales Quote

QUOTE-1268

February 13, 2024

Bill To Address
West Orange Fire Department
415 Valley Rd
West Orange, 07050
NJ

Ship-to Address
West Orange Fire Department
415 Valley Rd
West Orange, 07050
NJ

Delta Fire & Safety TX
3159 Summit Dr.
Port Neches, TX 77651

Valid to	Salesperson	Contract
May 1, 2024	Caleb M Currie	

No.	Description	Quantity	Unit Price	Line Amount
VDC35PKG-PROMO	Promo Package w/ EW35G, Vortex Drying Cabinet, SEKO-1 Pump, Decon Kit and Electrical Harness Hook-Up HGAC	3	12,642.00	37,926.00
VDC2	Vortex DC2 Drying Cabinet HGAC	1	5,130.00	5,130.00
TS-SS-2.0-005	Safety Suds 2.0 - 5gal pail (clear) HGAC	6	145.00	870.00
SHIPPING	Freight Charges	1	1,050.00	1,050.00

	Subtotal	44,976.00
	Total Tax	0.00
Freight:	**Total $**	**44,976.00**

Home Page
deltafas.com

Phone No.
409-724-1055

Email
orders@deltafas.com

818 Trakk Lane, Woodstock, IL 60098
Phone: (800) 991-2120
Fax: (815) 338-8640
www.grovesglassandstone.com
www.readyrack.com

STRONGER. SAFER. SMARTER.

To whom it may concern:

This letter is to authorize the extension of Ready Rack's VDC35PKG-PROMO appliance package for West Orange Fire Department located at 415 Valley Rd., West Orange, NJ 07050 until May 1st, 2024.

This package includes the following:

- (1) Vortex Two Gear Drying Cabinet
- (1) 35lb Extractor/Washer
- (1) Automatic Soap Dispenser
- (1) Electrical Harness for Soap Dispenser
- (1) 5-Gallon Decon Ready Detergent
- (1) 1-Gallon Decon Ready Skin Cleanser w/ (2) 18.5oz Empty Pump Bottles
- (1) 32oz Decon Ready PPE & Surface Cleaner
- (2) Dry Kwik Hangers – Open Loop

Respectfully,

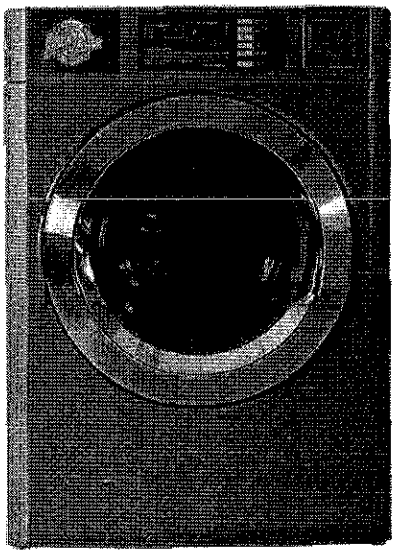
Blake Bergloff – Sales Manager

BlBg

EW35G SOFT-MOUNT EXTRACTOR

NFPA 1851 COMPLIANT

Commercial Extractor tumbles PPE gear with a front load design and soft-mount installation.



STANDARD FEATURES

- Can wash 4-6 pieces of turnout gear per load
- Stainless steel inner tub (capacity: 5.2 cu ft)
- Easy soft-mount installation
- With fewer overall moving parts; Promotes longer life expectancy
- Meets NFPA 1851:2020 Requirements
- Complete with manual/manufacturer's warranty
- Hot and Cold hoses come with unit
- PPE Washing Programs: Spin Cycle G-Force Under 100 G's
- Towels Washing Program: Spin Cycle G-Force 342 G's
- A backflow preventer is built into the supply dispenser

ELECTRICAL

- Runs on 120 volts (watts per load: 110-160 watt hours)
- Fuse: 250V, 12 A (Time Delay)
- 6' electrical cord with plug comes off the back of the extractor.

PLUMBING

- There is a 6' flexible drain hose that comes off the back of the extractor. The drain hose should be inserted into a 2" standing drain pipe or attached to a nearby slop sink or laundry tub.

WASH CYCLES (All Times are Approximate)

Blood Bourne	Hot wash cycle to be used with PPE gear disinfectant laundry solution Cycle: Total time - 30 minutes
Outer Shells / Liners	NFPA 1851 warm wash cycle for PPE outer shells & liners Cycle: Total time - 57 minutes
Cold	PPE cold wash cycle. Cycle: Total time - 52 minutes
Towels	Warm wash cycle for station towels & rags *Do not wash personal or shower/bath towels in extractor *Do not wash PPE gear on Towels program Cycle: Total time - 47 minutes
Super Wash	Extended warm wash cycle for heavy soiled PPE gear Cycle: Total time - 63 minutes

Water usage on average will be about 15-16 gallons per cycle. This will vary depending on water absorption of the fabric.

Fill time and drainage time is 4-5 gal/min

TECHNICAL SPECIFICATIONS
EW35G SOFT-MOUNT EXTRACTOR

Machine Type		**Extractor**
Product Name		**Extractor 35G**
Product No.		EW35G
Color		Gray
Main Data		
Type		Soft-Mount
Capacity, pieces of turnout gear		4-6
Capacity (dry weight)	lbs / kg	35 / 15.9
Interior capacity	cu ft / L	5.2 / 147.2
Electrical Installation		
Electrical connection	v / Hz / Ph	120 / 60 / 1
Fuse		250v, 12 A (Time Delay)
Dimensions		
Outer: width x depth x height	in / mm	29.0 x 32.0 x 40.8 / 737 x 813 x 1036
Depth with door fully open	in / mm	53.9 / 1369
Shipping dimensions	in / mm	36 x 36 x 59 / 914 x 914 x 1499
Weight		
Weight	lbs / kg	221 / 100.2
Shipping weight	lbs / kg	280 / 127

SHIPS FROM:
Groves Incorporated
818 Trakk Ln
Woodstock, IL 60098

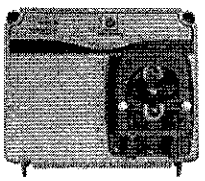


10% OFF VORTEX PACKAGES
PRODUCT LAUNCH PROMOTION
UNTIL MARCH 1, 2024

INCLUDES

- Vortex Drying Cabinet – 2 Gear
- Vortex Extractor (EW22G or EW35G)
- SEKO 1-Pump Dosing System
- Decontamination Kit
- Electrical Harness Hook-Up

Exceeds NFPA 1851 Advanced Cleaning Characteristics by Reducing Carcinogenic Compounds: VOCs, PAHs, Heavy Metals





PACKAGES INCLUDE OUR EXCLUSIVE DECON READY DECONTAMINATION KIT

- (1) Decon Ready Detergent (5-gallon container)
- (1) Decon Ready Skin Cleanser (1-gallon container)
- (2) Decon Ready 18 oz. Hand Pump Bottles (empty)
- (1) Decon Ready Surface Cleaner (1-quart spray bottle)

Decon Ready™ solutions are formulated with science-based technology to go beyond cleaning by significantly reducing carcinogenic contaminants including VOCs, PAHs, and heavy metals. Decon Ready™ products ensure gear remains service-worthy while also improving the health and wellness of firefighters and first responders.

WITH EW22G EXTRACTOR
22 lb. Capacity/4 Pieces of Turnout Gear
~~RETAIL PRICE $11,423.00~~
SPECIAL PACKAGE PRICE
$10,281.00*
#VDC22PKG-PROMO

WITH EW35G EXTRACTOR
35 lb. Capacity/6 Pieces of Turnout Gear
~~RETAIL PRICE $14,047.00~~
SPECIAL PACKAGE PRICE
$12,642.00*
#VDC35PKG-PROMO

*Limited time offer. Ends March 1, 2024

800-991-2120 • sales@groves.com • www.readyrack.com

FOR IMMEDIATE RELEASE

West Orange Fire Department Receives Assistance to Firefighters Grant Award

West Orange, NJ – June 20, 2023 – The West Orange Fire Department (WOFD) has been awarded a FY2022 Assistance to Firefighters Grant (AFG) through the U.S. Department of Homeland Security (USDHS) in the amount of $41,374.69 for the purchase of 3 Commercial Gear Washer/Extractor Machines and 3 Mobile Gear Dryers to be installed in the 3 fire stations currently without this equipment.

Cancer is the most dangerous threat to firefighter health and safety today. Cancer caused 66 percent of the career firefighter line-of-duty deaths from 2002 to 2019, according to data from the International Association of Fire Fighters (IAFF). NFPA 1851 "Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting" dictates how and when the WOFD maintains personal protective equipment for their personnel. "Ensembles and ensemble elements shall be evaluated by the wearer or a designated individual within the organization for application of preliminary exposure reduction, cleaning, disinfection, or sanitization after each use based on the guidance provided". The WOFD has policies and procedures in place to maintain compliance with this standard, however, the insufficient number of machines needed for the decontamination process has always presented a challenge.

"We are extremely pleased that FEMA once again recognized our needs with this award", said West Orange Fire Chief Anthony Vecchio. "While issuing a second set of gear to all personnel is the idea recommendation for cancer prevention in the fire service, the cost has been deemed prohibitive. Another option is to have readily available equipment at each station for personnel to be able to safely remove containments from their gear immediately following an incident. The convenience of having a washer/extractor and dryer in each of our fire stations will certainly help bridge this gap and support policy compliance".

The AFG program requires a 10% match from the award recipient. The West Orange Township Council will be presented with a resolution to accept the award and to fund the 10% match.

The West Orange Fire Department is a multi-faceted public safety agency located in Essex County, New Jersey. WOFD provides fire protection, hazard mitigation, emergency medical services, fire prevention education and fire code enforcement to the community of West Orange and its neighboring mutual aid communities.

Department Media Contact:

Fire Chief Anthony A. Vecchio
West Orange Fire Department
(973) 325-4185
firechief@westorange.org
www.westorange.org

###

101-24
March 26, 2024

RESOLUTION AUTHORIZING A WINDOW CONTRACT FOR A PROPERTY/EVIDENCE AUDIT

Pursuant to N.J.S.A. 19:44A-20.4 et seq. (New Jersey Local Unit Pay-To-Play laws), the Township must award by resolution all goods and services contracts with a dollar amount between $17,500.00 and 43,999.99. These contracts are not bid, but vendors are still responsible to provide political contribution and company disclosure information in order to do business with the Township.

WHEREAS, pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq., when the cost of goods and/or services that fall between $17,500.00 and the bid threshold of $44,000.00 in the aggregate, an approval by resolution must be in place prior to contract; and

WHEREAS, the Township of West Orange Police Department (WOPD) an Accredited Public Safety Agency must complete a Property/Evidence Audit to be in compliance with CALEA; and

WHEREAS, the WOPD obtained three quotes. Property Room Consulting Inc, is the most advantageous quote to supply the Property/Evidence Audit; and

WHEREAS, the above-named business has submitted a Business Entity Disclosure Certification which certifies the business entity has not made any reportable contributions to a political or candidate committee in the Township of West Orange in the previous one year, and that the contract will prohibit the above-named vendors from making any reportable contributions through the term of the contract.

NOW THEREFORE, BE IT RESOLVED that the Council of the Township of West authorizes the Purchasing Agent on behalf of the Township to issue and execute a Purchase Order for the foregoing, with funds certified available by the Chief Financial Officer; and

BE IT FURTHER RESOLVED that the Business Administrator is hereby authorized to arrange to pay for the foregoing in accordance with the terms of the purchase order.

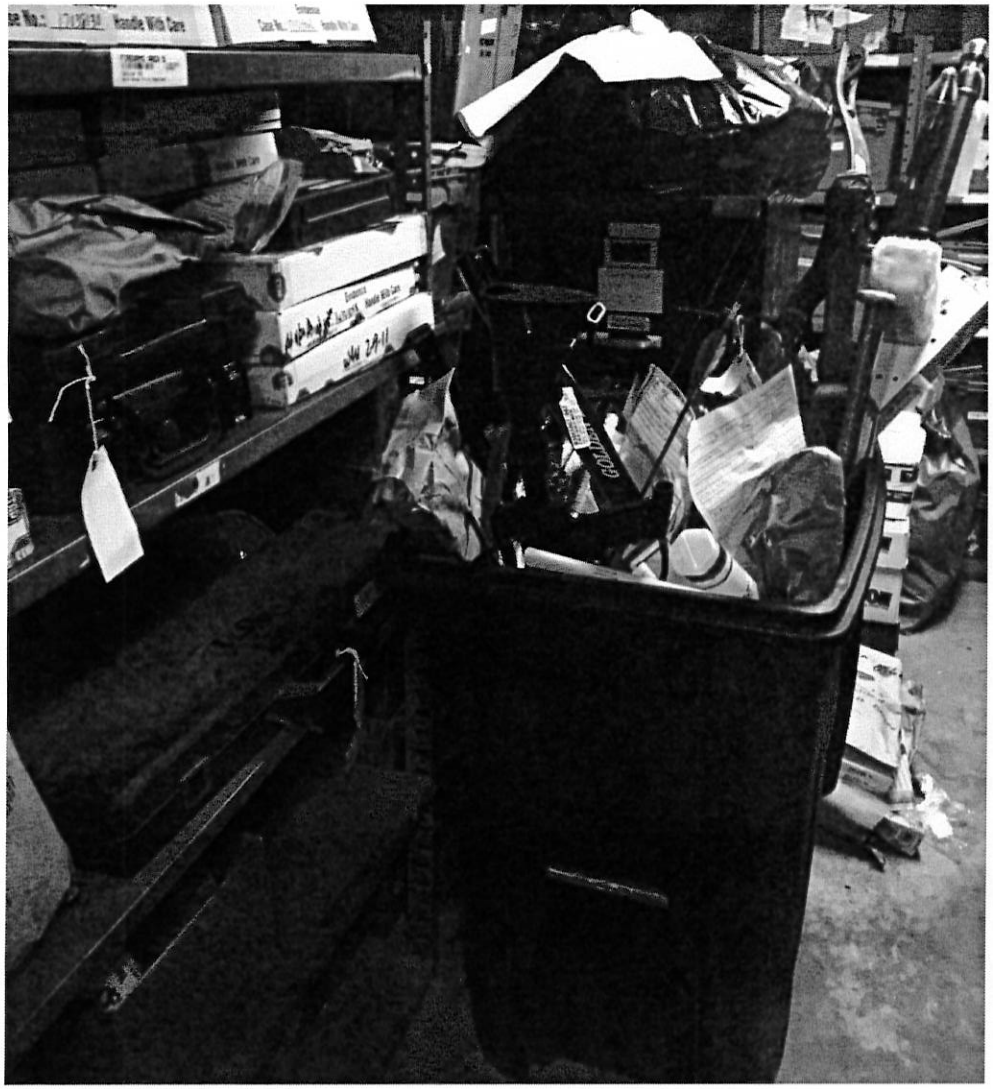
BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution and notice of this award will be published in accordance with the applicable law.

Karen J. Carnevale, R.M.C., Municipal Clerk **Bill Rutherford, Council President**

Adopted: March 26, 2024

I hereby certify funds available from the following accounts: Forfeiture Funds

John O. Gross, Chief Financial Officer





November 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4





August 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7

ESTIMATE

101-24

PROPERTY ROOM CONSULTING, INC

"We rescue law enforcement property rooms"



Property Room Consulting, Inc
PO Box 1420
Little Egg Harbor, NJ 08087

mmiller@propertyroomconsulting.com
+1 (609) 228-8588
https://www.propertyroomconsulting.com

West Orange PD

Bill to

West Orange PD
60 Main St
West Orange
Nj
07052

Estimate details

Estimate no.: 872
Estimate date: 01/11/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Comprehensive consulting** Proposal: Scope of Work Audit: (NJ Accreditation Standard 4.3.5b) As best as practical, Property Room Consulting, Inc will manage and verify as best as practical a 100% physical comparative audit of all firearms, drugs, currency, precious metals, gems and jewelry valued >$500; and bodily fluids. A representative sampling of general PE is also audited. Purge Preparation: Property Room Consulting, Inc will manage a methodical evaluation of current inventory with the purpose of identifying and segregating items eligible for purge. This process is guided by NJ Statue of Limitations and other appropriate code, NJ AG and Essex County Prosecutor Directives, IAPE best practices and experience. Assist in updating records. Boxes of items for destruction will be verified and sealed. Dept is responsible for arranging and conducting the actual destruction with an appropriate burn facility. Remediation: The state of the evidence function has fallen well outside of accreditation standards. While I've only had the opportunity to conduct a brief walk-through, the way that high risk items are handled and stored, aspects of security, and the standard addressing quality are on face non-compliant and likely more significantly so at an organic level. While I suspect this is a result of the function changing hands several times, multiple generations of record keeping systems, pandemic related disruptions and inadequate storage space/schemes, the entire workspace needs reorganizing to accommodate workflow efficiency and pass compliance. In combination with the purging of items no longer needed, we will be able to consolidate the total number of current storage rooms from 4 to at least 3 or possibly 2. Training: Evidence room personnel are required to be involved in the process. Not only is their presence necessary for security and preservation of chain of custody, they will also be receiving invaluable hands on training where they will be exposed to real-world methods of diagnostic evaluation of the evidence system, record keeping, purge requirements and best practices. This is not an additional expense, but rather a byproduct of the overall experience. I encourage questions and train with the hopes that the overall workflow never falls into disrepair again. Continued Support: Continued support through contact with the Department evidence unit; and any accreditation consultants, assessors as needed during the current accreditation cycle. Notes:			$28,000.00	$28,000.00

This process is very labor intensive in aggregate and may take 2~3 weeks on site.
This is a professional services proposal and does not include any type of equipment or shelving Should the department wish to incorporate such into the project, Property Room Consulting, Inc will consult with the Department and their provider regarding needs, space, logistics.
Department is responsible for providing boxes to store purge eligible items for destruction. Estimated 50+ banker box size with lids.

Total **$28,000.00**

Note to customer

I've attached two photos that represent the results we delivered for North Bergen Police Department.

Thank you for your business.

102-24
March 26, 2024

RESOLUTION TO HOLD A CLOSED SESSION

WHEREAS, the Open Public Meetings Act (N.J.S.A. 10:4. et seq.) provides for the exclusion of the public meetings of the governing body during the discussion of certain matters; and

WHEREAS, prior to the exclusion of the public from a meeting of the Township Council it is required that the Council adopt a Resolution stating the general nature of the subject to be discussed and stating as precisely as possible the time when the minutes of the discussion conducted in closed session can be disclosed to the public; and

WHEREAS, this body is about to consider a matter which falls within the purview of N.J.S.A. 10-4-12, and can properly exclude the public from such discussions; now, therefore, be it

BE IT RESOLVED, that the Township Council of the Township of West Orange, now assembled in public session at its regular meeting of **March 26, 2024** enter into a closed session to consider the following matter(s).

( ) 1. Discussion of any material, the disclosure of which constitutes an invasion of individual privacy.

( ) 2. A collective bargaining agreement or the terms of provisions of same.

( ) 3. Techniques or tactic utilized to protect the safety and property of the public provided that their disclosure could impair such protection.

( ) 4. An investigation of violations or possible violations of the laws of the State of New Jersey and/or the Township of West Orange Administrative Code.

(X) 5. Pending or anticipated litigation or contract negotiation in which this body is or maybe a party.

( ) 6. A matter falling within the attorney-client privilege to the extent that confidentiality is required in order for the attorney to exercise his ethical duties to this body.

() 7. Personnel matters.

( ) 8. Discussion of any matter which by express provision of Federal law or State statute or rule of Court shall be rendered confidential.

( ) 9. Discussion of any matter in which the release of information would impair a right to receive funds from the Government of the United Sates.

() 10. Discussion of any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

( ) 11. Deliberations occurring after a public hearing that may result in imposition of a civil penalty or suspension or loss of a license or permit.

More specifically, the Council may discuss in closed session the following topic(s):

Resolution Authorizing an Executive Session for the Purpose of Discussing Litigation Specifically Police/Fire Litigation Involving Covid

(the general subject matter(s) of discussion shall be indicated by a check mark in the appropriate box and shall be more specifically referred to thereafter to the extent such additional disclosure can be made without compromising the need for confidentiality giving rise to the closed session.

IT IS FURTHER RESOLVED that the minutes of said discussion shall be made public as soon as the matter under discussion is no longer of a confidential or sensitive nature such that the public interest will no longer be served by such confidentiality.

The foregoing resolution was duly adopted by the Township Council of the Township of West Orange at a public meeting held on **March 26, 2024.**

Motion:

Second:

Vote

Aye:

Opposed:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

103-24
March 26, 2024

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") desires to enter into a Services Agreement with G-Tech also known as Goose Control Technology of NJ Inc. ("Goose Control Technology") to provide services related to the control of nuisance-related Canadian Geese and other related health issues at all municipal properties; and

WHEREAS, Goose Control Technology has been providing these services to the Township for more than twenty (20) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2024 pursuant to the terms set forth in the proposed agreement, annexed hereto as Exhibit **"A"** (the "Agreement"); and

WHEREAS, the Agreement provides that Goose Control Technology will provide goose egg treatment at three selected locations for $3,000 and $450 for permits facilitation/record keeping, and

WHEREAS, the Agreement also provides that upon request from the Township, Goose Control Technology will also perform additional services including removal of nuisance Canadian Geese at $4,500, and the coordination of a volunteer nest site identification program for a flat rate of $500; and

WHEREAS, the Township Engineer and the Director of Health and Welfare reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with

Goose Control Technology for a term of one (1) year during 2024 and at a rate not to exceed $8,450 for the services as described herein and in the annexed Agreement, unless additional services are requested by the Township pursuant to the rates set forth in the Agreement; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, RMC, Municipal Clerk **Bill Rutherford, Council President**

Adopted: March 26, 2024

I certify funds are available for this work from Account No. 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

GOOSE CONTROL TECHNOLOGY

A Division of Animal Damage Control Systems LLC.

SERVICE CONTRACT- 2024

THIS AGREEMENT is made as of **January 1, 2024** between **The Township of West Orange (Client)** whose address is **66 West Main Street, West Orange, NJ, 07052** and **Goose Control Technology (Consultant/ Contractor)**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at **all municipal properties** Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Consultant shall be responsible for obtaining permits, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client, as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this agreement shall terminate and consultant shall promptly return any fee received.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada Geese population from the subject Property. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg Treatment @ 3 sites - $3,000.00
Permit facilitation/Record Keeping - $450.00
Removal of Resident geese - $4,500.00 – only at client's request
Volunteer management - $500.00 – only at client's request

4. **Term.** The duration of this Agreement shall be for one year commencing on, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of $3,450.00 for, permit processing and egg treatment, 50% of which shall be paid upon the execution of this agreement and the balance upon completion of selected services.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third-party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client. Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys' fees and expenses, arising out of or in any manner resulting from the services to e performed by the Consultant.

Goose Control Technology

Dated:_____

BY: Stephen Toth, Jr.
Principal Operating Officer

_____
Karen Carnevale, Township Clerk
Dated:_____

Township of West Orange

_____
BY: Susan McCartney
Mayor

104-24
March 26, 2024

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is seeking to retain the services of a professional consultant to provide Economic Development Consulting and Support services supporting programs that market and promote the Township as a competitive meeting, and leisure destination, and as a strategic location for business and investment by promoting business retention and expansion, supporting redevelopment, promoting new marketing and research that strengthens and broadens commercial, retail, and tourism sectors; and

WHEREAS, the proposed services also include the assessment of existing business conditions and inventory, environment and challenges, and providing assistance to the appropriate Township partners with implementing recommendations; and

WHEREAS, the services of an Economic Development Consultant require the use of a licensed and nationally certified Planner with expressed educational requirements, the award of a contract for an Economic Development Consultant would otherwise be exempt from public bidding under the Local Public Contracts Law (the "LPCL") as a professional service; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(i) of the LPCL, contracting units are authorized to utilize competitive contracting for the procurement of goods or services that would otherwise be exempt from bidding

WHEREAS, on October 24, 2023, the Township Council adopted Resolution #369-23 authorizing the use of competitive contracting in lieu of public bidding pursuant to N.J.S.A. 40A:11-4.3 for the procurement of the Contract for an Economic Development Consultant; and

WHEREAS, on January 19, 2024, the Township issued a Request for Proposals for to award a Contract for an Economic Development Consultant (the "RFP"); and

WHEREAS, on February 14, 2024, the Township received only one (1) proposal in response to the RFP from Nishuane Group, LLC ("Nishuane") with offices at 105 Grove Street, Suite 4, Montclair, NJ 07042; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.5(d) of the LPCL, the Township's Qualified Purchasing Agent evaluated the proposal from Nishuane and prepared an evaluation report (the "Evaluation Report") regarding the proposal submitted in response to the RFP, annexed hereto as Exhibit **"A;"** and

WHEREAS, the Evaluation Report recommends the award of the Agreement for an Economic Development Consultant to Nishuane consistent with the terms and conditions set forth in the prosed Contract, annexed hereto as Exhibit **"B"** (the "Agreement").

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township is authorized to award the Agreement, annexed hereto as Exhibit **"B,"** consistent with the terms set forth therein to Nishuane; and be it further

RESOLVED that the Mayor shall be authorized to execute the Agreement, annexed hereto as Exhibit **"B,"** on behalf of the Township; and be it further.

RESOLVED that notice of this contract award shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale **Municipal Clerk**	**Bill Rutherford** **Council President**

Adopted: March 26, 2024

I hereby certify funds available from the following account no: _____

John O. Gross, Chief Financial Officer

104-24

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTANT

THIS AGREEMENT made and entered into on this 26th day of March, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **NISHUANE GROUP, LLC.**, located at 105 Grove Street, Suite 3, Montclair, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, on or about January 19, 2024 the Township issued a Request for Proposals for an Economic Development Consultant, annexed hereto as Exhibit **"A,"** pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-4.1 *et seq*. ("RFP"); and

WHEREAS, the RFP provided a submission date of February 13, 2024 which was adjourned to February 14, 2024 due to inclement weather; and

WHEREAS, Nishuane Group, LLC submitted a detailed proposal which met all of the requirements of the RFP ("Nishuane Proposal), annexed hereto as Exhibit **"B;"** and

WHEREAS, the Qualified Purchasing Agent and Township Attorney have reviewed the Nishuane Proposal and determined it meets the requisite provisions of the RFP; and

WHEREAS, the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide economic development consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. CONSULTANT will conform with all aspects of the RFP, annexed hereto as Exhibit **"A"** and incorporated by refeference, including but not limited to coordinating the preparation of a 5-Year Economic Development Strategic Plan for West Orange. The strategic plan will outline the existing economic conditions of the Township and analyze the issues the Township will need to address. The tasks and responsibilities will include the following:

- Economic Development strategies and analysis;
- 5-Year Economic Development Strategic Plan;
- Economic Development Action Plan;
- Demographic/economic data research;
- Maintain database of businesses/employers;
- Business retention and expansion;
- Attracting new businesses;
- Serve as a liaison with the Mayor, Township Council, Administration, Developers and Investors;
- Provide Retail gap analysis;
- Planning Assistance and Master Plan review;
- Smart Growth / Redevelopment tools;
- On-going oversight and coordination of development projects;
- Transportation and infrastructure; and
- Collaboration with grant writers.

2. The CONSULTANT shall provide written status reports concerning the CONSULTANT's work by the 15th day of each month which reports shall be in writing and provided to the Mayor and Township Council. Such reports shall summarize the work performed in the last calendar month and provide a timeline for additional work.

3. The TOWNSHIP hereby retains the services of CONSULTANT for the period March 1, 2024 through February 28, 2025 at the monthly flat fee of $12,500.00 for an annual fee of $150,000.00 as set forth in the proposal submitted, annexed hereto as Exhibit **"B."**

4. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final

copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey. Any expenses shall be incurred unless approved in advance by the Township Chief Financial Officer.

5. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

6. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

8. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

12. This Agreement is terminable on thirty (30) days written notice.

13. This Agreement incorporates the Nishuane Proposal dated February 13, 2024 in its entirety. To the extent of any inconsistencies between the Nishuane Proposal and the RFP, the RFP controls in its entirety.

14. To the extent of any work performed for the Township, such work shall be the sole property of the Township and not released without the Township's approval in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

NISHUANE GROUP, LLC

WITNESS:

By:_____
_____ MICHÉLE S. DELISFORT, PP/AICP

Exhibit “A”

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT

FOR ECONOMIC DEVELOPMENT CONSULTANT

Overview

The Township of West Orange (the "Township") is seeking to retain the services of a professional consultant to provide Economic Development Consulting and Support services supporting programs that market and promote the Township as a competitive meeting, and leisure destination, and as a strategic location for business and investment by promoting business retention and expansion, supporting redevelopment, promoting new marketing and research that strengthens and broadens commercial, retail, and tourism sectors. The proposed services also include the assessment of existing business conditions and inventory, environment and challenges, and providing assistance to the appropriate Township partners with implementing recommendations.

As the proposed consulting services requires the use of a licensed and nationally certified Planner with expressed educational requirements, the award of a contract for an Economic Development Consultant would otherwise be exempt from public bidding under the Local Public Contracts Law (the "LPCL") as a professional service. N.J.S.A. 40A:11-5(1)(a)(i).

Pursuant to N.J.S.A. 40A:11-4.1(i) of the LPCL, contracting units are authorized to utilize competitive contracting for the procurement of goods or services that would otherwise be exempt from bidding.

On October 24, 2023, the Township Council adopted Resolution #369-23 authorizing the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.3 in lieu of public bidding for the procurement of a contract for the retention of an Economic Development Consultant.

On January 19, 2024, the Township issued a Request for Proposals for to award a Contract for an Economic Development Consultant (the "RFP").

On February 14, 2024, the Township received only one (1) proposal in response to the RFP. The proposals was submitted by:

1. Nishuane Group, LLC ("Nishuane")
   105 Grove Street, Suite 4
   Montclair, NJ 07042

Included in the proposals submitted by Nishuane was a listing of municipalities within the State of New Jersey with whom Nishuane provided services, including: (i) the City of Plainfield; (ii) the City of Linden; (iii) the City of Orange; (iv) Bloomfield Township; (v) City of Newark; (vi) the City of East Orange; (vii) the City of Hoboken; and (viii) the City of Irvington.

Nishuane's proposal also included a proposed **annual fee of $150,000** to be paid by the Township at a **monthly rate of $12,500** wherein Nishuane would provide 96 hours of service per month.

Nishaune also included fee schedule of hourly rates to apply when it exceeds the 96 monthly hours of service, as follows:

Staff	**Rate**
Founding Principal	$250 per hour
Principal & Managing Partner	$200 per hour
Senior Associate Planner	$175 per hour
Associate Planner	$150 per hour
Economic Development Consultant	$90 per hour
Junior Associate	$70 per hour
Project Manager	$150 per hour
Administrator	$40 per hour
Intern	$35 per hour

Based upon the receipt of only a single proposal, the Township's Qualified Purchasing Agent reviewed and evaluated the proposal in lieu of utilizing an evaluation committee to score proposals submitted in response to the RFP.

Per the Qualified Purchasing Agent's review of the Nishuane proposal there were no material defects that barred the Township from awarding the Contract to Nishuane.

Conclusion/Recommendation

Based on the receipt of a single proposal from Nishuane and no defects or prior negative history with Nishuane, the Qualified Purchasing Agent recommends that the Contract for Economic Development Consultant be awarded to Nishuane for a one year term with an option for the Township to extend the Contract for two (2) additional one-year periods.

Exhibit “B”

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTANT

THIS AGREEMENT made and entered into on this ____ day of February, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **NISHUANE GROUP, LLC.**, located at 105 Grove Street, Suite 3, Montclair, County of Essex and State of New Jersey, hereinafter referred to as "CONSULTANT," party of the second part.

WITNESSETH THAT:

WHEREAS, on or about January 19, 2024 the Township issued a Request for Proposals for an Economic Development Consultant, annexed hereto as Exhibit **"A,"** pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-4.1 *et seq*. ("RFP"); and

WHEREAS, the RFP provided a submission date of February 13, 2024 which was adjourned to February 14, 2024 due to inclement weather; and

WHEREAS, Nishuane Group, LLC submitted a detailed proposal which met all of the requirements of the RFP ("Nishuane Proposal), annexed hereto as Exhibit **"B;"** and

WHEREAS, the Qualified Purchasing Agent and Township Attorney have reviewed the Nishuane Proposal and determined it meets the requisite provisions of the RFP; and

WHEREAS, the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of CONSULTANT to provide economic development consulting services;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. CONSULTANT will conform with all aspects of the RFP, annexed hereto as Exhibit **"A"** and incorporated by refeference, including but not limited to coordinating the preparation of a 5-Year Economic Development Strategic Plan for West Orange. The strategic plan will outline the existing economic conditions of the Township and analyze the issues the Township will need to address. The tasks and responsibilities will include the following:

- Economic Development strategies and analysis;
- 5-Year Economic Development Strategic Plan;
- Economic Development Action Plan;
- Demographic/economic data research;
- Maintain database of businesses/employers;
- Business retention and expansion;
- Attracting new businesses;
- Serve as a liaison with the Mayor, Township Council, Administration, Developers and Investors;
- Provide Retail gap analysis;
- Planning Assistance and Master Plan review;
- Smart Growth / Redevelopment tools;
- On-going oversight and coordination of development projects;
- Transportation and infrastructure; and
- Collaboration with grant writers.

2. The CONSULTANT shall provide written status reports concerning the CONSULTANT's work by the 15th day of each month which reports shall be in writing and provided to the Mayor and Township Council. Such reports shall summarize the work performed in the last calendar month and provide a timeline for additional work.

3. The TOWNSHIP hereby retains the services of CONSULTANT for the period March 1, 2024 through February 28, 2025 at the monthly flat fee of $12,500.00 for an annual fee of $150,000.00 as set forth in the proposal submitted, annexed hereto as Exhibit **"B."**

4. CONSULTANT may not bill for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to twenty (20) copies of no more than one (1) draft and one (1) final

copy of project memorandums or reports, and travel expenses involving travel to places less than fifty (50) miles from CONSULTANT's office in Hoboken, New Jersey. Any expenses shall be incurred unless approved in advance by the Township Chief Financial Officer.

5. CONSULTANT is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

6. CONSULTANT recognizes that all services rendered are subject to the approval of the Chief Financial Officer, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. CONSULTANT shall submit detailed invoices to the TOWNSHIP for services rendered each month no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by CONSULTANT shall set forth a list of the personnel who furnished services, their billing rates (as specified in paragraph 1) and the number of hours they worked on the assignment. In the event additional payment is sought by CONSULTANT for work performed beyond the scope of services, such work shall only be performed and payment shall only be rendered upon approval by the Township Council.

8. During the term of this agreement, CONSULTANT shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. CONSULTANT shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, CONSULTANT shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

9. CONSULTANT agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. CONSULTANT is not obligated to indemnify the Client for the Client's own negligence or intentional acts

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

12. This Agreement is terminable on thirty (30) days written notice.

13. This Agreement incorporates the Nishuane Proposal dated February 13, 2024 in its entirety. To the extent of any inconsistencies between the Nishuane Proposal and the RFP, the RFP controls in its entirety.

14. To the extent of any work performed for the Township, such work shall be the sole property of the Township and not released without the Township's approval in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____
KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

NISHUANE GROUP, LLC

WITNESS:

_____ By:_____
MICHÉLE S. DELISFORT, PP/AICP

Exhibit “A”

TOWNSHIP OF WEST ORANGE

ESSEX COUNTY, NEW JERSEY

Request for Proposals
Economic Development Consultant

Bid Submission Date:

February 13, 2024
1:00 P.M.
Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056

NOTICE OF COMPETITVE CONTRACT RFP

The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq. for the following service:

Economic Development Consultant

Proposal forms may be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, County of Essex, West Orange, NJ 07052, Monday to Friday during regular business hours 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org. Bid can also be obtained at www.westorange.org/bids

All proposal addenda will be issued on the Township Website www.westorange.org/bids. All interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Sealed proposals clearly marked with the title of project and name and address of party making submission, addressed to the West Orange Township Purchasing Department will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052 on or before February 13, 2024 at 1:00pm and will be publicly opened and read at that time in the Council Chambers on the same day. No bids received after that time will be considered.

Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a New Jersey Business Registration Certificate P.L. 2004, c.57

Panayiota Reynolds
Purchasing Agent

Economic Development Consultant

Description: Under the supervision of the Township of West Orange Mayor and Business Administrator, the Township wishes to engage a professional consultant to provide Economic Development Consulting and Support services supporting programs that market and promote West Orange as a competitive meeting, and leisure destination, and as a strategic location for business and investment by promoting business retention and expansion, supporting redevelopment, promoting new marketing and research that strengthens and broadens commercial, retail, and tourism sectors. Assess existing business conditions and inventory, environment and challenges, and assist appropriate Township partners with implementing recommendations.

Scope: The successful proposer will be required to perform~~s~~ high level executive support, planning, project management and other support functions for the Township including, but not limited to:

- Assist the Township in the development, implementation, and evaluation of its Business Retention and Expansion goals and objectives;
- Advise the municipality on economic development strategies to garner investment and transformative growth using best practices for redevelopment, historic preservation, business retention and attraction, and creative placemaking;
- Propose protocols, regulations, and amendments thereto, to attract and facilitate new business development;
- Research and recommend incentives to attract new business development;
- Implement the strategies through a smart growth approach and the use of proven NJ Development and Redevelopment tools;
- Act as a liaison to investors and developers including developer negotiations under the direction of the Mayor and/or the Business Administrator;
- Assist Town Planner with planning and implementation activities necessary to continue to advance the goals and objectives of the West Orange Master Plan and zoning ordinances;
- Assist appropriate Township partners with developer negotiations and coordinate~~d~~ approval of projects as directed by the Mayor and/or the Business Administrator;

- Provide on-going oversight and coordination of development projects in West Orange as assigned and/or directed by the Mayor or Business Administrator;

- Provide support activities relative to transportation and other infrastructure initiatives in the State to ensure maximum participation by and benefit to the Township of West Orange;

- Provide for the development and use of comprehensive data and research including developing and maintaining current economic and demographic information; demographic and economic data and other information used to respond appropriately to inquiries and requests about the Township's business economics. Specifically determine strengths and weaknesses of commercial corridors through an evaluation of existing business inventory, analyze industry clusters and major employers in West Orange, establish a "One-Stop Shop" for current and prospective business stakeholders

  - Work with the Township Administration to build and maintain a database of information about businesses and major employers in West Orange.

  - Conduct a retail gap analysis to determine which types of businesses are lacking, which types are overrepresented, and proper responses to each category

  - Create an "Action Plan" focused on boosting town wide Economic Development

  - Coordinate the preparation of a 5-year economic development strategic plan to capitalize on existing economic opportunities, suggesting potential solutions to existing economic development challenges, proposing activities, projects, and programs meant to implement goals set forth in the plan. The final plan shall include specific recommendations for implementation of these activities.

  - Review the Master Plan annually and propose amendments that foster community and neighborhood economic growth, complete and green streets.

  - Collaborate with Township's grant writers to bolster economic growth.

<u>Credentials with Township proposer must demonstrate that he/she has:</u>

- Licensed and Nationally Certified Planner with an Earned ~~a~~ Bachelor's degree in Business or Public Administration, Economic Development, Finance, Economics, Urban Development, Marketing, Planning or a closely related field from an accredited college or university, a Master's Degree from an Accredited College or University in Urban Planning is preferred; and/or,

• Five (5) or more years of relevant experience in roles that demonstrate a proven ability to communicate, manage multiple projects, overcome obstacles, and work effectively in a fast-paced environment or any combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the duties and responsibilities of the job; and/or,

- A background in Municipal economic development strategy, Real estate development negotiations, Redevelopment Planning, Public engagement and Government Relations & approvals; and/or,

- Maintained current knowledge of economic trends and activities impacting West Orange's competitiveness; stays current on issues and trends that affect economic development partners, companies, and investment activity; maintains a pulse of general economic development priorities and trends; and/or,

• Developed and maintained professional business relationships with clients, brokers, consultants, site selectors
and allies regionally, nationally, and internationally through personal contact and participation in professional industry related organizations; and/or,

A State of New Jersey Professional License in an abovementioned field of study including, but not limited to the Law and/or Planning.

Information to be provided in bid submission:

- Consultant Profile: Provide an overview of the consultant's experience and qualifications .
- References: Provide contact information for at least three references the consultant has worked with.

- Cost Proposal: Present detailed budget, including all costs associated with the scope of work outlined.

SUBMISSION OF PROPOSALS

1. Sealed bid shall be received by the contracting unit, Township of West Orange, Essex County, New Jersey (hereinafter referred to as "TOWNSHIP") in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.

2. Sealed bid will be received by the designated representative at the time and place stated in the

Notice to Bidders, and at such time and place will be publicly opened and read aloud.

3. Submit the bid in a sealed envelope addressed to the:

   - Township of West Orange,
     66 Main St., West Orange, NJ 07052
     Attn: Panayiota Reynolds, Purchasing Agent, Room 111

   - Bearing the name and address of the vendor written on the face of the envelope.

   - Clearly marked "PROPOSAL" with the contract title/’’’.

4. It is the vendor’s responsibility to see that proposals are presented to the TOWNSHIP on the time and at the place designated. Bids may be hand delivered or mailed; however, the TOWNSHIP disclaims any responsibility for a bid forwarded by regular or overnight mail. If the bid is sent by express mail service, the above address must also appear on the outside of the express mail envelope. Bids received after the designated time will be returned unopened.

5. Sealed bids forwarded to the TOWNSHIP before the time of opening may be withdrawn with a written request and evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals are opened, they shall remain firm for a period of sixty (60) calendar days.

6. All prices and amounts must be written in ink or preferably machine-printed.

   a. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the TOWNSHIP. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.

7. Each bid form must give the full business address, business phone, fax, e-mail if available, and the contact person of the bid. An authorized representative must sign your submission as follows:

   a. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

   b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or another person authorized to bind the corporation in the matter.

c. The proprietor shall sign proposals by sole-proprietorship.

III. INTERPRETATION AND ADDENDA

1. The vendor understands and agrees that its proposal is submitted based on the specifications prepared by the TOWNSHIP. The vendor accepts the obligation to become familiar with these specifications.

2. Vendors shall examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors, or omissions noted by vendors should be reported promptly in writing to the appropriate official. Any prospective vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time will not be considered and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the vendor fails to notify the TOWNSHIP of such ambiguities, errors, or omissions, the vendor will be bound by the requirements of the specifications and the vendor's submitted proposal.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made. Such request shall be in writing, addressed to the TOWNSHIP'S representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

a. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective vendors, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the vendor in the proposal. The TOWNSHIP'S interpretations or corrections thereof shall be final.

b. When issuing addenda, the TOWNSHIP shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. Discrepancies in Proposals

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the TOWNSHIP of the extended totals shall govern.

IV. INSURANCE AND INDEMNIFICATION

1. Insurances

Both parties specifically agree to maintain adequate insurance coverage for the services in this Agreement.

a) At all times during performance of the Services, Company shall secure and maintain in effect insurance to protect the Township and the Company from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Company shall provide and maintain in force insurance in limits no less than that stated below, as applicable.

b) Commercial Liability Insurance. Before this Contract is fully executed by the parties, Company shall provide the Township with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars ($2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Three Million Dollars ($3,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's.

c) Professional Liability Insurance. Before this Contract is fully executed by the parties, Company shall provide the Township with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance with coverage of at least Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars ($3,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide.

d) Township employees will not be covered under the Company's workers compensation insurance.

2. Indemnification

Successful vendor shall indemnify and hold harmless the TOWNSHIP from all claims, suits or actions and damages or costs of every name and description to which the TOWNSHIP may be

subjected or put by reason of injury to the person or property of another, or the property of the TOWNSHIP, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

V. STATUTORY AND OTHER REQUIREMENTS.

The following are required requirements of this proposal and contract**.**

1. Affirmative Action Certification.

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this proposal specification.

Goods and Services (including professional services) Contracts:
Each 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:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned Affirmative Action program (good for one year from the date of the letter), or

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey, Division of Contract Compliance & Equal Employment Opportunity and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

3. Statement of Ownership

Vendors shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Stockholder Disclosure shall be completed and attached to the bid. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability

partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. Proof of Business Registration

N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the State of New Jersey, Division of Revenue. Information on obtaining a BRC is available on the internet at: www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity or call the Division of Revenue at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

a. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

b. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;

c. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

5. Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the proposal.

6. Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if

they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

7. Receipt of addenda form

8. Pay to Play Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of $50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

VI. METHOD OF EVALUTION

The Township will establish an evaluation committee to evaluate and score the proposals submitted by the vendors.

Evaluation Criteria
The contract will be awarded to the vendor that best meets the Township's needs. The following criteria shall be used for evaluating the proposals under the Competitive Contracting process:

The methodology for awarding of competitive contracts is based on an evaluation and ranking, which shall include technical, management, and cost related criteria.

1. Proven record of experience, including references, In providing the type of services requested.

2. Understanding of the services requested (including completeness and clarity of submission) and qualitative nature of the services proposed.

3. Personnel qualifications (i.e. resumes of key personnel who will be responsible for and assigned to the work)

4. Location of office and availability of personnel.

5. Availability of personnel and ability to provide services in a timely manner.

6. Cost of services (i.e. pricing structure).

BIDDER'S CHECK LIST

	Initial
• Business Registration Certification (required prior to award)	_____
• Statement of Ownership (Mandatory)	_____
• Affirmative Action Compliance Notice	_____
• Investment in IRAN Disclosure (mandatory)	_____
• Non-Collusion Affidavit	_____
• Proposal Form	_____
• Receipt of Addenda (Mandatory)	_____
• Pay to Play (required prior to award)	_____
• W-9	_____

Please provide one additional copy of your proposal which should be on an external storage device (example USB flash drive/or CD).

P R O P O S A L

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid from:

This contract shall be for one (1) year with an option to extend two (2) additional one (1) year periods.

In consideration for any and all services which the Company shall render to the Township pursuant to this Agreement

Flat fee per month: _____

Amount in words: _____

COMPANY
NAME _____

ADDRESS _____

_____

DATE _____

PHONE _____

BY_____
(Signature and Title of Officer of Company authorized to execute a contract)

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.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda received. (please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Township of West Orange is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml. Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

TOWNSHIP OF WEST ORANGE

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: 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): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____

_____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

	Recipient Name	Date	Dollar Amount
			$

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Essex
State: Governor
Legislative District #s: 26, 27, 28, 29, 34, & 40
State Senator and two members of the General Assembly per district.

County:
County Commissioners County Clerk Sheriff
County Executive Surrogate Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township
Bloomfield Township
Caldwell Borough
Cedar Grove Township
East Orange City
Essex Fells Township
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Maplewood Township
Millburn Township
Montclair Township
Newark City
North Caldwell Borough
Nutley Township
Orange City
Roseland Borough
South Orange Village
Verona Township
West Caldwell Township
West Orange Township

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):
NONE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

_____

(Name of Business Entity)

Subscribed and sworn to before me

_____

(Signature)

this day of _____, 20_____.

_____

(Print Name of affiant)

Notary Public of

My Commission expires _____

(Seal)

(REVISED 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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. 10:531, *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. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an 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 requi'ed 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 the time frame stipulated.

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____
Print

Name of Contact Person: _____
Print

Correspondence Address (including zip code):

_____

_____

_____

Purchase Order Address (including zip code):

_____

_____

_____

Payment Address (including zip code):

_____

_____

_____

Telephone Number: _____

Fax Number: _____

E-mail Address _____

Employer I.D. or S.S. # _____

*PLEASE ALSO PROVIDE A COPY OF YOUR W-9

Bid Number:	01112024
Bid Title:	Economic Development Consultant
Category:	Goods & Services
Status:	Closed
Bid Recipient:	Panayiota Reynolds, QPA

Description:

**********BID POSTPONED**********

DO TO THE STATE OF EMERGENCY - TOWN HALL WILL BE CLOSED TODAY, FEBRUARY 13, 2024

BIDS WILL BE OPENED TOMORROW, FEBRUARY 14, 2024 AT 1:00 PM

NOTICE OF COMPETITVE CONTRACT RFP The Township of West Orange is soliciting proposals through the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1, et seq. for the following service: Economic Development Consultant Proposal forms may be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, County of Essex, West Orange, NJ 07052, Monday to Friday during regular business hours 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org. Bid can also be obtained at www.westorange.org/bids All proposal addenda will be issued on the Township Website www.westorange.org/bids. All interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda

related to this procurement. Sealed proposals clearly marked with the title of project and name and address of party making submission, addressed to the West Orange Township Purchasing Department will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052 on or before February 13, 2024 at 1:00pm and will be publicly opened and read at that time in the Council Chambers on the same day. No bids received after that time will be considered. Bidders are required to comply with the Affirmative Action requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a New Jersey Business Registration Certificate P.L. 2004, c.57 Panayiota Reynolds Purchasing Agent

Publication Date/Time:

1/11/2024 9:00 AM

Publication Information:

Website, Star Ledger, and NJLM

Closing Date/Time:

2/14/2024 1:00 PM

Submittal Information:

see below

Bid Opening Information:

SEE BELOW

Contact Person:

Panayiota Reynolds
preynolds@westorange.org

Download Available:

yes

Business Hours:

8:30 am to 4:30 pm

Fax Number:

973-736-8380

Related Documents:

edc final

Return To Main Bid Postings Page



CONTACT US

The Township of West Orange
66 Main Street
West Orange, NJ 07052

Hours 8:30 am - 4:30
Monday-Friday
Closed all federal holidays

Phone: 973-325-4100

Contact Us

QUICK LINKS

Job Opportunities & Human Resources

State of NJ- Civil Service Commission

Township of West Orange Employment Application

NJ Division of Pensions and Benefits

New Jersey Department of Employment

New Jersey Employee Advisory Service

HELPFUL LINKS

Home

FAQ's

Contact Us

Accessibility

Site Map

Copyright Notices

Exhibit “B”

Township of West Orange
New Jersey

Proposal For
Economic Development Consultant

February 13, 2024

Prepared For:
Panayiota Reynolds
Purchasing Agent
West Orange Township Purchasing Department
66 Main Street, West Orange, NJ 07052

Prepared By:
Nishuane Group, LLC
105 Grove Street, Suite 3, Montclair, NJ 07042

Table of Contents

Proposal for Economic Development Consultant for Township of West Orange, New Jersey.

02.13.2024

Contact:

Michèle S. Delisfort PP/AICP
Principal & Managing Partner

Nishuane Group, LLC.
105 Grove Street, Suite 3
Montclair, NJ 07042

973.954.2677 Ext. 2

mdelisfort@nishuanegroup.com

Prepared By:

Olivia Brown, Office Manager

Steven Martini, PP/AICP
Associate

Michèle S. Delisfort, PP/AICP
Principal & Managing Partner

TAB 1	❑ Transmittal Letter	4
TAB 2	❑ Executive Summary	6
TAB 3	❑ Needs Overview	18
TAB 4	❑ Team Qualifications	26
TAB 5	❑ Sample Client Projects	36
TAB 6	❑ References	42
TAB 7	❑ Fee Proposal ❑ 2024 Fee Schedule	44
TAB 8	❑ Required Forms & Documentation	47
TAB 9	❑ Addendum ❑ Detailed Scope of Work	

Tab 1:
Transmittal Letter

This section includes our transmittal letter for this proposal.

Nishuane Group, LLC.
105 Grove Street, Suite 3
Montclair, NJ 07042

- Land Use Planning
- Economic Development
- Redevelopment Planning
- Community Engagement
- Urban Design
- Project Management

February 13, 2024

Purchasing Department
West Orange Township
66 Main Street
West Orange, NJ 07052

Re: Township of West Orange Request for Proposals for Economic Development Consultant

Dear Ms. Reynolds:

Nishuane Group, LLC. is pleased to submit our proposal to be designated as the Economic Development Consultant for the Township of West Orange, New Jersey. The Principals at Nishuane Group have reviewed the Request for Proposal for Economic Development Consultant services. We look forward to the opportunity to serve the Township of West Orange to provide professional consulting services as requested in the RFP.

Nishuane Group, LLC, is a limited liability corporation, headquartered in Montclair, New Jersey that is an M/WBE, SBE and DBE-certified firm consisting of licensed Professional Planners and practitioners. The firm is owned by its Founding Principal, George Wheatle Williams, PP, AICP and Principal & Managing Partner, Michèle S Delisfort, PP, AICP. We have extensive experience in diverse planning specialties and subject matter expertise including economic development, community engagement, land use planning, redevelopment planning, housing, etc. Our team is responsive to our clients and communities needs, act as trusted advisors and are knowledgeable about the tenants of economic development in New Jersey. We immerse ourselves in the communities where we work to best understand and support its challenges, opportunities, and potential. Our team members has a plethora of previous professional experience in the Township of West Orange for which we provide further details in this proposal.

The Township of West Orange is a vibrant and prosperous municipality that will benefit from economic growth. As the Township strives to be a highly desirable location to live, work and visit in not only in Essex County, but the entire State of New Jersey, our professional expertise in economic development will guide West Orange to leverage its assets for further investment, business development and job growth.

Thank you for considering Nishuane Group to spearhead this assignment. We look forward to working with the Township of West Orange. If you have any questions on our proposal, please contact me at 973.954.2677 at Ext. 2. Thank you.

Sincerely,

Michèle S. Delisfort PP/AICP
Principal and Managing Partner
Nishuane Group, LLC.

Nishuane Group, LLC

Nishuane Group, LLC is an urban planning consultancy with headquarters in Montclair, New Jersey. Founded in 2007, the firm is composed of a diverse team of planning professionals. Its client roster includes all sectors of the community; including large and small municipalities in urban centers and suburban communities, developers, community-based organizations and planning agencies.

Our team members joined the firm with previous experience in public sector planning, nonprofit, private practice and academia, bringing a range of perspectives and experiences. The varied background of the team enhances our ability to handle the challenges inherent in working with divergent groups, interests and opinions.

This blending of professional and real-world expertise makes Nishuane Group the ideal resource for private clients and municipalities undertaking projects that have significant impact on the physical fabric and socio-economic conditions of their urban and suburban communities.

No matter the project, Nishuane Group incorporates its own underlying mission: To work as a partner with our clients to develop plans that improve the physical, economic, environmental and/or social aspects of communities.

Nishuane Group works closely with residents, small businesses and other stakeholders to improve downtown and neighborhood districts. We achieve this by creating redevelopment plans and amending land use regulations to revitalize under-performing areas or providing professional planning services to zoning and planning boards. We facilitate focus groups, informational meetings and other engagement sessions to allow community members to understand fully the challenges and issues being tackled and to enlist their ideas and support in developing solutions.

Each of our staff members brings specific strengths, whether the project focuses on redevelopment planning, economic development, land use planning, urban design or related issues. We know what questions to ask as we seek approaches to a community's needs.

The result is an implementable, equitable planning strategy that enables clients to realize their goals, including real estate development, new community programs and sustainable growth. Equally important, our plans also include approaches to obtain the necessary fiscal support to implement projects. Our planning process is designed to connect people to jobs, develop improved and quality housing for all segments of the population, enhance communities and stimulate neighborhood revitalization.

Practice Areas

Land Use Planning
Professional Planning Testimony
Redevelopment Planning
Economic Development
Community Engagement
Urban Design
Project Management

Certifications and Affiliations

Minority Women Owned Business Enterprise (M/WBE) Small Business Enterprise (SBE)
Disadvantaged Business Enterprise (DBE)

American Planning Association
NJ Chapter
National Chapter
International Economic Development Council
National Trust for Historic Preservation
New Jersey Commercial Real Estate Alliance-Retail Division
The New Jersey Planning Officials

Our Clients

Community-Based Organizations
Developers
Local and State agencies
Municipalities
Nonprofit Corporations
Universities

Nishuane Group, LLC
105 Grove Street, Suite 3
Montclair, NJ 07042
Tel: 973.954.2677
info@Nishuanegroup.com

Tab 2: Executive Summary

This section includes a brief overview of our firm's qualifications, understanding and familiarity of West Orange and a high-level description of the scope of services offered.

Executive Summary

As the Nishuane Group project team embarks on various aspects of the project, we will ensure that there is close coordination with neighborhood partners, non-profit partners, consultants, and other key stakeholders will be engaged as part of this process.

Our team has a unique combination of experience that ideally fits the needs of West Orange. We are at the intersection of economic development and urban planning services. Members of our team are licensed in Professional Planning by the State of New Jersey and have certifications in planning (American Institute of Certified Planners) and economic development (Economic Development Finance Professional and Main Street Downtown Revitalization certificate). Weaving economic development and planning together is essential for the success of a municipality; from implementing the Master Plan, to reviewing trending and emerging land uses, to preparing redevelopment studies and plans, to conducting a retail gap analysis of the Township, to attracting new businesses based on the results of the gap analysis, our blend of experiences lends to both fields working together to achieve tangible results. We view both fields as mutually inclusive and necessary in foreseeing the future of a municipality with a keen awareness to strategic methods to building vitality, revitalization and opportunity.

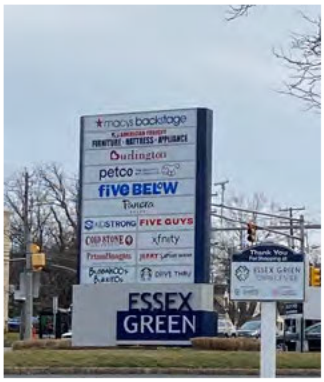
With our office location less than 4 miles away from the Township's Municipal Building, we are positioned in a prime location. Our staff members are accessible and can travel to the Township for meetings, workshops, site visits and other events in minutes. Further, we are well-informed about West Orange. We are familiar with its assets, such as Turtle Back Zoo and the South Mountain Recreation Complex, Edison National Historic Monument, Eagle Rock Reservation and St. Mark's Square, to name a few. However, we are also cognizant of challenges that must be addressed. This includes the vacancies of key commercial properties, The Manor and Mayfair Farms, and the presence of vacant storefronts on Main Street and Northfield Avenue. Bridging connectivity among the Township's designations, shopping centers and commercial corridors needs to occur for a successful business network. We know that bringing back tax revenue from these idling properties is vital for the economic health of West Orange. With this intimate knowledge of the Township, our team is already a step ahead in moving forward to formulate solutions for these issues.

In providing services as the Economic Development, we anticipate the provision of 'boutique services'. We are accustomed to delivering on high demand of clients. However, we are able to customize the services and tasks assigned by tailoring to the specific needs of West Orange with our wide array of tools and tactics obtained from our years of experience. .

For further details regarding the proposed scope of services, please refer to **Tab 9: Addendum Detailed Scope of Work** of this Proposal.







Tab 3:
Needs Overview

This section includes information on our team knowledge of the Township of West Orange and our understanding of the current needs through this request for proposal.

Needs Overview

Nishuane Group, LLC. is pleased to respond to this Request for Proposal from the Township of West Orange, New Jersey to be selected as their Economic Development Consultant. Our approach is designed to be strategic, innovative and inclusionary based on our deep knowledge and understanding of West Orange's economic development and planning needs, and our drive to use state-of-the art tools, best practices, and practioner techniques to engage the administration, stakeholders, the business community and patrons throughout the various economic development and planning processes as part of this contract. We will ensure professional excellence in our approach and value to the Township of West Orange.

West Orange Conditions and Opportunities:

West Orange has an overall population of 48,843 residents, according to the 2020 Census. Some notable designations of the Township are the Richard J. Codey Arena, Turtle Back Zoo, Essex County Country Club, South Mountain Reservation, and Thomas Edison National Historic Park. There are several shopping centers, including Essex Green and West Orange Plaza (with Whole Foods grocery store as an anchor tenant, and soon-to-be Target at the former K-Mart storefront), serving at the primary commercial hubs of West Orange.

The medical and healthcare industries are significant sectors in the Township as there are numerous facilities present, including the medical complex located on Mount Pleasant Avenue, Kessler Institute for Rehabilitation, Daughters of Israel Homes, Brighton Gardens of West Orange, Brookdale West Orange, Arden Courts of West Orange, Canterbury Village, Complete Care at Summit Ridge and other continuum of care facilities and medical institutions.

The Township should evaluate the strengths and weaknesses of its commercial corridors, including Main Street, Eagle Rock Avenue, Pleasant Valley Way, Prospect Avenue and Northfield Avenue. This can be accomplished by conducting an evaluation of each corridor's business inventory and vacancy locations. Determining the durations of the businesses and turnover rates are also key in assessing the economic climate of the corridor. Further, conducting outreach regarding reasons for vacancies and turnover can contribute in resolving these issues.

Nishuane Group offers to provide economic development services in assisting the Township in increasing tax ratables, creating new job opportunities, and enhancing the retail shopping and dining experience.



Needs Overview

We are joined in this venture by Craig Sawyer, highly regarded community and economic development professional. We have successfully collaborated with Mr. Sawyer on several project previously and have an impeccable track record of bring them to completion. Therefore, we have assembled a superior team that brings synergy, professional economic development expertise, and years of experience that can serve the both the short and long-term needs for economic development and strategic planning in the Township.

Our approach is designed to be responsive, innovative, and considerate based on our deep knowledge and understanding of the Township of West Orange needs, and our drive to use state-of-the art tools, technology, best practices, and techniques for engaging various stakeholders throughout this process. We will ensure professional excellence in our approach and value the input of the Township of West Orange. Our project approach considers the following facets in understanding your needs:

Economic Issues:

Given the history of the Township of West Orange, the municipality is faced with issues such as aging infrastructure, sprawling shopping centers and significant commercial vacancies, including the former site of The Manor and Mayfair Farms. To that end, our team will detail in this proposal how we will engage the Township in a coordinated approach to provide economic development services to combat these issues and bring in new businesses to complement the existing businesses while highlighting the Township's potential. In part of the economic development services to be provided, a 5-Year Economic Development Strategic Plan will be formulated to determine where the Township's economy wants to be in 5 years and the steps to take to achieve this.





Needs Overview

Uniquely Qualified Consulting Team:

Nishuane Group has substantial experience in economic development, redevelopment, land use and large-scale stakeholder community engagement and project management, particularly in diverse and urban communities offers a unique fit to meet the needs of West Orange. Our team understands the importance of planning thoughtfully by ensuring we build tailored opportunities for employers and residents alike to engage and provide input in the setting forth the economic development assignments. To this end, our team will utilize current data, contemporary tools, and effective engagement in bolstering the Township's economic ecosystem.

Diversity, Equity and Inclusion:

Nishuane Group recognizes the value and importance of bringing diverse teams and thought partners together. It should be noted, that the Nishuane Group, LLC. Is a certified minority-owned business enterprises. In fact, we are a M/WBE, SBE and DBE certified firm. Our team include women and people of color, which will offer an ongoing lens to diversity, equity, and inclusion matters whatever the economic development task shall be. In fact, the entire project team from Nishuane Group is composed of women and diverse individuals. This will serve to provide us with great connection opportunities on various issues as they arise across the project timeframe.





Needs Overview

Downtown Revitalization and Transit-Oriented Development:

As part of the being the Economic Development Consultant for the Township, we recognize the importance of having a foundational understanding of downtowns, urban revitalization, industrial areas and transit-oriented development. Our firm has notable experience developing downtown and transit-oriented development redevelopment plans for urban municipalities within New Jersey. Below is a sample of some of our most recent redevelopment plans:

- Downtown East Front Street Redevelopment Plan – City of Plainfield
- TODD South Redevelopment Plan – City of Plainfield
- TODN South and TODN North Redevelopment Plan – City of Plainfield

The TODD South Redevelopment Plan uniquely contains two Central Business District corridors, where most of the shopping takes place in the City of Plainfield. It is an active and intense mixed-use and commercial area for residents and businesses alike. Our redevelopment planning support to the City of Plainfield through this plan highlighted unique opportunities for rebirth and regeneration within the City through key incentive strategies. Additionally, the TODN South and TODN North Redevelopment Plan areas are adjacent to the Netherwood train state and consisted of amendments to the original plans. TODN North Redevelopment Area for example grapples with similar issues that are being faced by the Township of West Orange such as stagnant commercial and retail growth, lack of pedestrian amenities, vacant and abandoned properties, contaminated sites, etc.







Needs Overview

Economic Development Experience:

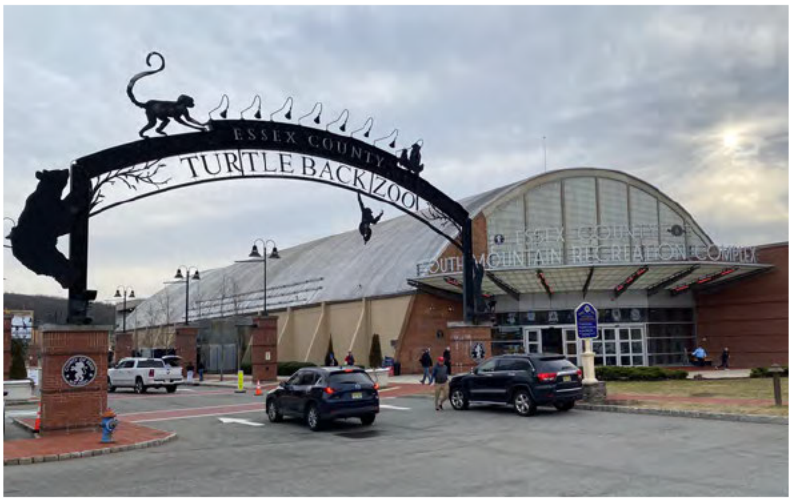
Nishuane Group economic development experience includes providing critical economic development expertise and support to the City of East Orange as a contracted consultant. We are working collaboratively with this client to support their business attraction and retention efforts, to address needs of small local businesses as well as identify crucial ways to expand growing sectors and industries of their economy. The range of services we can provide municipalities include the following:

- ***Business Inventory:*** creating business inventories for use by municipalities
- **Workforce Analysis:** assessing and analyzing workforce data, socio-economic demographics
- ***Retention and Expansion:*** engage small businesses and start- ups to determine needs and challenges
- ***Industry growth:*** analyzing and identifying how growth can occur in staggering industries/sectors
- ***Small business development:*** assess special improvement districts, support streetscape improvements
- ***Redevelopment:*** conduct redevelopment studies; identify areas of potential redevelopment

Our firm economic development experience also includes the preparing economic development elements of municipal comprehensive master plans within New Jersey. We have used the American Planning Association's model for economic development plans and the New Jersey Planning Officials Municipal Master Plan Manual for preparing economic development elements of comprehensive plans. Our team is fluent in using the most recent U.S. Census data, other supporting documents and previous plans to do a comprehensive analysis of the existing market trends and forecast future projections.

We have experience developing Economic Development elements of Master Plans for the City of East Orange, City of Orange Township and City of Plainfield, for which we provide examples of within this proposal. In addition, Mr. Sawyer on our team has extensive experience preparing real estate market analyses. This experience is imperative as we develop feasible and realistic economic development strategies for the Township.





Needs Overview

Previous Economic Development Experience:

In preparing economic development elements, a systematic **assessment** of the municipality's economic/demographic characteristics will be undertaken based on the **most recent** U.S. Census data and supporting studies, such as the State Economic Development Plan or other regional plans. We have ample experience examining and considering the strengths, weaknesses, opportunities, and challenges faced throughout urban and suburban municipalities. Based on the analyses undertaken, the Economic Development Plan Element of a Comprehensive Master Plan will set specific economic development goals, policies, and guidelines for our municipal clients.

Recent economic development studies that Nishuane Group have prepared include those for the City of East Orange, Orange Township and City of Plainfield, New Jersey.









Needs Overview

Previous Economic Development Experience:

Below are excerpts from economic development elements prepared by our team.

COMMERCIAL CORRIDORS

In addition to the core concentration of businesses within the City's Central Business District, there are multiple commercial corridors throughout Plainfield, serving retail and service needs as well as providing jobs in various neighborhoods.

Front Stroot

Within the Central Business District, the thoroughfare of both East and West Front Street is a significant commercial corridor with retail branching off along both sides. East Front Street commercial uses run from Park Avenue at its western limit to its intersection with Sandford Avenue at its eastern end. Historic buildings, including the Strand Theater and the old YMCA, are also located along East Front Street. The main commercial corridor of West Front Street extends from Park Avenue at its eastern limit to Liberty Street to the west. East and West Front Street will continue to serve as the City's main artery for retail sales and services.

Park Avenue / Somerset Street

Also known as County Route 531, the Somerset Street and Park Avenue corridor runs through the Central Business District. The Somerset Street portion begins at the City's northerly boundary and extends toward its intersection with Front Street, where the street becomes Park Avenue. Park Avenue continues from this intersection to East 7th Street to the south, where commercial use transitions into residential and institutional uses.

Watchung Avenue

Commercial activity along Watchung Avenue runs from Green Brook at its western end within the City limits to its diverging point with Crescent Avenue. Several municipal uses are also located along this corridor, including the Post Office, Municipal Court, Police Division, City Hall and its Annex. The former YMCA, located along this corridor, is currently vacant and has potential to be a significant anchor in the City while utilizing adaptive reuse rehabilitation.

South Avenue

In the Netherwood neighborhood of the City, South Avenue is a significant corridor that stretches from Berckman Street to the west and Terrill Road to the east and continues as a major commercial area into Fanwood. South Avenue is currently lined on both sides with an array of commercial-use businesses consisting of industrial, automobile-related and retail with large accessory parking lots. Netherwood is experiencing change as the construction of a multi-family residential complex is reaching completion, among other redevelopment projects. As the neighborhood becomes more dense, additional retail sales and services will be needed to accommodate the increased population. It is anticipated that South Avenue will become a commercial corridor with a walkable downtown environment.

North Avenue

Within the City's Central Business District, North Avenue is located between Watchung Avenue to the east and Park Avenue to the west. The North Avenue Pedestrian Mall, to be positioned along the northern side of the Downtown Train Station, is being planned. It will provide enhanced accessibility and mobility to pedestrians who utilize the Downtown Train Station and also retail shops and services along North Avenue.



North Avenue Downtown

CULTURAL ASSETS

Given its diversity, Plainfield has many cultural attributes that include its historic buildings and districts, arts organizations, public venues, houses of worship and ethnic restaurants, among many others.

Historic Districts

Plainfield has ten historic districts within the City.

- North Avenue Historic District
- Van Wyck Brook Historic District
- Crescent Area Historic District
- Putnam Watchung Historic District
- Hillside Avenue Historic District

ECONOMIC RECOMMENDATION CHECKLIST

The following recommendations provide a checklist of the strategies discussed within the Economic Element in order to prioritize actions, identify the responsible department(s) and to keep track of accomplished tasks.

	Strategy	Implementing Party	Timeframe	Check Box
GENERAL				
1	Seek state and federal grants to support technical resources and assistance for local businesses and entrepreneurship.	Planning Department	Short to Long	
2	Continue to use PILOTs to encourage new investment.	Planning Department	Short to Long	
3	Provide flexible zoning standards for co-work, incubator, and niche manufacturing spaces.	Planning Department (Phase II - Zoning)	Short	
4	Identify program partners to provide collaborative and co-work space for artist and entrepreneurs. (E.g. Regis or C3Workplace)	Planning Department	Short to Medium	
5	Establish a program to connect local artists with opportunities to exhibit their work in local establishments.	Planning Department	Short to Medium	
6	Develop an East Orange Economic Development Branding Campaign that markets the key strengths of East Orange as a Destination City.	Mayor's Office/ Planning Department/ Office of Public Information	Short to Medium	
7	Leverage urban farming initiatives as a way to supply local restaurants with locally grown food.	Planning Department	Short to Medium	
8	Highlight new locally-owned businesses and start-ups on the City's website, through social media, and at City events.	Mayor's Office/ Planning Department/ Office of Public Information	Short	
9	Establish a pop-up business program that establishes temporary retail locations at train stations, City Hall, and other well-utilized locations.	Mayor's Office/ Planning Department	Short	
10	Review the status of brownfield sites in the City, and pursue funding to move them towards shovel-ready availability.	Planning Department/ Property Maintenance	Short to Medium	
WORKFORCE DEVELOPMENT AND EDUCATION				
11	Market East Orange's workforce to port-related businesses and encourage industry job fairs within the City.	Mayor's Office of Employment and Training	Short	
12	Encourage the East Orange Board of Education to target educational courses towards emerging regional employment sectors.	Mayor's Office of Employment and Training	Short	
13	Approach universities and colleges about establishing or expanding nursing schools in East Orange.	Mayor's Office of Employment and Training	Medium to Long	
14	Encourage local hospitals to establish student mentorship/internship programs with the East Orange Board of Education.	Mayor's Office of Employment and Training	Medium	

Needs Overview

Urban Municipal Experience:

Municipal Experiences

	Board Planner	Technical Review	Land Use Planning	Redevelopment Planning	Engagement & Visioning	Neighborhood Planning	Economic Development	Needs Assessment	Professional Testimony	Historic Preservation
City of Plainfield *			X	X			X		X	
City of Linden*				X						
City of Orange Township*	X	X	X	X	X	X	X	X	X	X
Bloomfield Township*	X		X						X	
City of Newark*	X	X	X	X					X	X
City of East Orange	X	X	X	X	X	X	X	X	X	X
City of Hoboken*	X	X	X	X					X	
Irvington Township*	X	X	X	X					X	

* Denotes current client

Nishuane Group has extensive experience providing professional planning services in urban municipalities across New Jersey, including in the Township of West Orange. Our team prides itself on providing exceptional service to meet the unique needs of urban communities within the state. As the table above demonstrates, we offer several different types of professional services to municipal clients to meet a range of planning needs for urban municipalities and suburban jurisdictions in New Jersey from economic development, redevelopment, land use, historic preservation, etc. Additionally, our service portfolio to municipalities within New Jersey include professional expert witness testimony before land use boards, development of neighborhood plans, comprehensive master plans, Zoning Ordinance amendments and updates, and provide support to technical review committees through professional planning review of site plans and conceptual plans.

Our firm also has provided extensive community engagement support on behalf of municipalities and developers to reach diverse and hard-to-reach populations, particularly in urban communities. To this end, we can coordinate logistics, communications and various activities to engage people as part of the development of an economic development and revitalization plan. Our community engagement experience with clients in the past have included community meetings, stakeholder meetings, charrettes, visioning exercises, neighborhood site visits and online surveys to gather community input.

Nishuane Group has sufficient staffing capacity to meet the requirements of the Township in this regard. As mentioned previously, our office is located approximately 3.5 miles from the Township of West Orange municipal building, readily allowing for our attendance at on-site meetings or site visits, as needed.

Needs Overview

Uniquely Qualified Consulting Team:

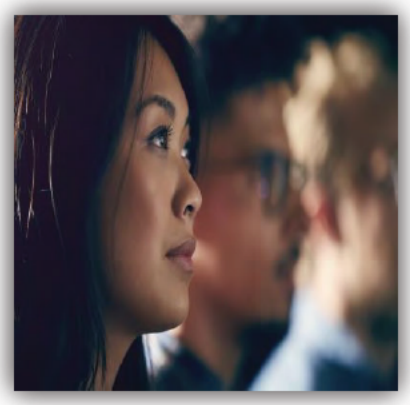
Nishuane Group has steep experience with economic development, redevelopment, land use and large-scale stakeholder community engagement and project management particularly in diverse and urban communities offers a unique fit to meet the needs of the Township. Our team understands the importance of planning thoughtfully by ensuring we build tailored economic development and revitalization opportunities for residents and stakeholders. In addition, we are knowledgeable about the Township of West Orange and its unique economic development needs.

Diversity, Equity and Inclusion:

Our team recognizes the value and importance of bringing diverse teams and thought partners together. Nishuane Group, LLC is a certified Minority/Women-owned Business Enterprise (M/WBE), SBE and DBE certified firm. Most of our staff are licensed and nationally certified professional women and people of color who represents a diverse set of generational and professional experience levels. Nishuane Group team members speak a several languages from French/Kryeol, Spanish, Hindi, Marthi and English, which provides a unique opportunity to connect linguistically with diverse stakeholders in the community. We recognize that the Township of West Orange has historically and continue to be home to immigrant communities and diverse neighborhoods. To that end, our diverse project team that we have assembled will provide a unique opportunity to seamlessly engage with diverse community stakeholders through the community engagement aspects of this project.

Nishuane Group stands ready to provide an ongoing and elevated lens to diversity, equity, and inclusion matters as they arise throughout our economic development work and support to the Township of West Orange. Our team is knowledgeable about how equity and inclusion plays an important role in creating an equitable economy to ensure that the workforce and employers alike have access to a range of resources to sustainably thrive well into the future.





Tab 4:
Team Qualifications

This section includes information on our team experience and professional qualifications that offers a greater understanding of the diverse skillsets we will bring to support the economic development needs of the Township of West Orange.

Team Qualifications

Staffing Plan & Organization

The successful completion of multiple economic development and planning services to the Township of West Orange requires a diverse pool of experienced planning professionals capable of performing tasks within their area of subject matter expertise. Nishuane Group is aware that the success of any plan, initiative or project is dependent upon the close collaboration required between our team's staff and project personnel of our clients. The proposed organization of personnel resources outlined in this proposal brings together a team of experienced planning professionals that can focus on project objectives, provide the Township expertise support and engagement as well as respond to unattended circumstances or issues should they arise.

Nishuane Group Principal & Managing Partner, Michele S. Delisfort, PP/AICP, will serve to help interace with client management and be involved in the draft and final development of the Strategic Action Plan. She attended the Bloustein School of Planning & Public Policy at Rutgers University and earned a Masters in City & Regional Planning. She is an American Institute Certified Planner (AICP) (Certification #: 024640) and is a New Jersey Professional Planner (PP) (License#: 33LI00615500). Additionally, Senior Associate Zunilda Rodriguez, AICP on the Nishuane Group team will oversee the overall project team, provide project management support to the client, oversee stakeholder engagement activities and participate in the drafting and finalization development of the Strategic Action Plan as part of the project. She graduated from the Bloustein School of Planning & Public Policy at Rutgers University with a Masters in City & Regional Planning. She is also an American Institute Certified Planner (AICP) (Certification#: 0210530.

On our project team is also Craig Sawyer who is Principal and Managing Partner at Equitable Development Consultants, LLP., a community economic development consultancy firm, and is Principal and Chief Operating Officer at Urban Development Partners LLC, a boutique real estate development company. Mr. Sawyer will be responsible for the economic analysis work for the Strategic Action Plan. He will provide economic development expertise and contributions to the development of the draft and final Strategic Action Plan. The team qualifications section of this proposal provides more detailed information including professional biographies for each team member for this proposed project.

Mr. Sawyer holds an Economic Development Finance Professional (EDFP) designation, Main Street Downtown Revitalization certification, and approved to sit for the professional certification designation as a Certified Economic Developer (CEcD) from the International Economic Development Council. He also has other professional certifications and licenses from national and state recognized institutions, including a New Jersey real estate agent license.

Nishuane Group project team has a wealth of experience in economic development, community revitalization and redevelopment planning. We have licensed New Jersey Professional Planners on our team. The firm has sufficient staffing capacity to meet the requirements requested by the Township. Staff resumes can be found in the Team Qualifications section of this proposal.



MICHÈLE S. DELISFORT, PP, AICP

PRINCIPAL & MANAGING PARTNER

Nishuane Group, LLC.
105 Grove Street, Suite 3
Montclair, NJ 07042
Phone: (973) 954-2677 ext. 2
E-mail: mdelisfort@nishuanegroup.com

BIO

Ms. Michèle S. Delisfort, PP/AICP has extensive interwoven experience in Urban Planning, academia and policy and is a fully engaged practitioner, community leader and public servant.

Ms. Delisfort earned a Bachelor of Arts Degree in Political Science from Rutgers University in 1992 and a Master Degree in City and Regional Planning in 1995 from the Edward J. Bloustein School of Planning and Public Policy at Rutgers University. Her professional career began from 1994 to 1996 at the Port Authority of NY&NJ Easy Rider Program as a Transportation Coordinator. In this role she educated agencies, corporations and airlines on the Clean Air Act. From 1996 to 2002, Ms. Delisfort worked at the Local Initiatives Support Corporation (LISC) managed the Newark-based Capacity Building Program and AmeriCorps Program. From 2002 to 2007, she served as the Manager of Comprehensive Planning at the City of East Orange. She managed the City's land use planning and zoning boards, served as the Board Planner, prepared Area In Need Studies and Redevelopment Plans, oversaw and helped implement the development process and managed Division personnel. Ms. Delisfort developed and implemented planning and development review protocols for all existing and new development within the City. Her planning passion however soon led her to transition into academia and private practice.

Ms. Delisfort was an Adjunct Professor at the Bloustein School of Planning and Public Policy from 2007 to 2012. She helped to educate and mentor students including many rising women planners in the field. Since 2005, she has served as an official mentor in the American Planning Association. In addition, she volunteers at the New Jersey Redevelopment Authority-Training Institute where she teaches and moderates on topics related to redevelopment planning. In fact, as a redevelopment expert, Ms. Delisfort authored the APA-NJ redevelopment policy guide and often represents its redevelopment committee as a panelist at local, state and national Planning conferences.

Ms. Delisfort is a licensed realtor in the State of New Jersey. She has utilized her business development expertise and urban planning revitalization knowledge and skills to rehabilitate a handful of housing structures over the years. Ms. Delisfort has served as a Principal and Managing Partner of Nishuane Group, LLC, since 2007; a growing Urban Planning consultancy firm based in Montclair, New Jersey. Nishuane Group, LLC. specializes in land use planning, economic and community development, redevelopment planning and housing development. She is a licensed Professional Planner in New Jersey and a member of the American Institute of Certified Planners. Her business development expertise has significantly increased the firm's capacity, client base and annual revenues.

Ms. Delisfort's professional experience coupled with a broad network has helped to build bridges between urban planning and the community. Though Ms. Delisfort is an accomplished Urban Planner, her work and passion has extended to serving the community.



MICHÈLE S. DELISFORT, PP, AICP

PRINCIPAL & MANAGING PARTNER

Nishuane Group, LLC.
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E-mail: mdelisfort@nishuanegroup.com

BIO

Ms. Delisfort's community service commitments and volunteerism include the following:

- Union Township, Mayor
- Union Township Economic Development Advisory Committee, Chair
- Union Township American Disabilities Act Committee, Chair
- Union Township Planning Board, Member & former Vice Chairperson
- APA-NJ Redevelopment Planning Chair, NJ-APA Executive Committee
- APA National Ethics Committee, Member
- National Haitian American Elected Officials, Member
- Union County Black Leadership Caucus, Member
- St. Joseph Church, Finance Committee

Over the past decade, Ms. Delisfort's public service has been recognized by many organizations. Most recently, she has been the recipient of the following awards and honors:

- Budd Chavooshian Outstanding Planner Award (2019) - American Planning Association
- Community Service Award (2019) - NJ Association Medicale Haitienne a L'entranger
- Leadership Award (2019)- Women Leaders In Action
- Best Speaker (2019) - Gateway Regional Chamber of Commerce
- Outstanding Accomplishments in Urban Planning (2018) - CJA Delta Sigma Theta Sorority
- Community Service Award (2018) - Golden Rule Lodge No. 24
- Outstanding Leadership and Service (2018) - Islamic Center of Union County

Ms. Delisfort's passion and commitment to revitalizing communities led her to volunteering her skillsets in her hometown. She began her journey by serving on the Union Township Planning Board for eight years. In 2016, she was elected to the Township Committee, where she served a three-year term. Elected as Mayor of Union Township in January 2019, she presides over the meetings of the Township Committee, recommends, reviews and adopt Township policy, legislation and its fiscal budget and executes ceremonial duties. On a daily basis, Ms. Delisfort works collaboratively with the township Administrators, citizens, business owners, elected and appointed officials, and various local, county and state agencies to gain support on legislative, fiscal and development priorities for the Township. As a Planner and an Elected Official, Ms. Delisfort is fully engaged and committed to the communities that she serves.



STEVEN M. MARTINI PP, AICP

ASSOCIATE

Over 10 years of professional experience in economic development, land use, redevelopment, research and fiscal school and impactanalysis.

EDUCATION

Master of Science, City and Regional Planning, Concentration in Environmental & Physical Planning, Real Estate & Housing, Rutgers University, C/O 2013

Bachelor of Arts, Planning & Public Policy, Minor in Economics, Rutgers University, C/O 2011

SKILLS

Drafting
- AutoCAD
- SketchUp

Data Analysis
- ArcGIS/QGIS
- SPSS
- IMPLAN

Graphic Design
- Photoshop
- InDesign
- Illustrator
- Lightroom

Microsoft Office
- Word
- Excel
- Powerpoint

PROFESSIONAL EXPERIENCE

Associate
NISHUANE GROUP, LLC.
MONTCLAIR, NJ

Senior Planner
PHILLIPS PREISS GRYGIEL LEHENY HUGHES, LLC.
HOBOKEN, NJ

Planner
VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, PC
WHITE PLAINS, NJ

Planning Intern
NEW YORK CITY DEPARTMENT OF CITY PLANNING
BRONX, NY

Intern
NEW JERSEY COMMUNITY DEVELOPMENT CORPORATION
PATERSON, NJ

LICENSURES, CERTIFICATIONS, & ACCREDITATIONS

American Instituteof Certified Planners (AICP)
New Jersey Licensed Professional Planner (PP)
Certificatein Urban Planning, Edward J. Bloustein School of Planning & Public Policy, May 2011

AFFILIATIONS

American Planning Association
New Jersey Chapterof American Planning Association
US Green Building Council
Urban Land Institute, Northern New Jersey Chapter

VOLUNTEER EXPERIENCE

Participant
NJAPA COMMUNITY PLANNING ASSISTANCE PROGRAM (2015 AND 2019)

NISHUANE GROUP, LLC



STEVEN M.MARTINI PP,AICP

ASSOCIATE

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E-mail: smartini@nishuanegroup.com

BIO

Mr. Steven Martini, PP/AICP has more than 8 years of public and private sector experience, specializing in redevelopment planning, economic development and land use. He is a fully engaged practitioner who utilizes his strategic and analytical skills. Mr. Martini is passionate about the connection between urban planning, economic development and New Jersey communities.

He earned a Bachelor of Arts in Planning and Public Policy and also a Master Degree in City and Regional Planning both from the Edward J. Bloustein School of Planning and Public Policy at Rutgers University. He is a licensed Professional Planner in the State of New Jersey and is a certified member of the American Institute of Certified Planners.

Mr. Martini passion for neighborhood-level revitalization of communities led him to join Nishuane Group, LLC as an Associate in 2019. Nishuane Group is a growing urban planning consultancy firm based in Montclair, New Jersey. Nishuane Group includes a diverse staff and specializes in land use planning, economic and community development, and neighborhood planning.

During his time with Nishuane Group, Mr. Martini has gained extensive planning experience as he has prepared numerous Area in Need of Redevelopment Investigations, Redevelopment Plans and Amendments for the Cities of Plainfield and East Orange, where he is serving as the Redevelopment Planner. He was an integral part of preparation of the the 2020 City of Plainfield Master Plan as he authored the Economic Plan and Community Facilities Elements. His duties also consist of assisting in development application reviews, serving as Board Planner at public meetings and preparing planning testimony outlines for privatesector clients.

Prior to his employed at Nishuane Group, he held a variety of positions in the Planning field. Mr. Martini began his career as a Planning Intern for the New York City Department of City Planning in the Bronx Borough Office. Following graduate school, he became employed in the the private sector. He was first a Planner at VHB, a planning and engineering firm, in their White Plains, NY office and then transitioned as a Senior Planner at Phillips Preiss Grygiel Leheny Hughes, LLC in Hoboken, NJ. He augmented his analytical, research and economic development skills and experience during this time.

Mr. Martini experience includes providing support for the development of comprehensive plans, redevelopment studies/plans, conducting research, analyzing and quantifying demographic, housing and economic U.S. Census data as well. Mr. Martini adds a strong economic, research and analytical dimension at Nishuane Group in order to meet growing project needs of clients.



CRAIG L. SAWYER

Craig L. Sawyer serves as Principal and Managing Partner at Equitable Development Consultants, LLP., a community economic development consultancy firm, established in 2002, and Principal and Managing Partner at Poiema Development Group, a mission-focused, boutique real estate development company.

Within his network of companies and partnerships, Craig focuses on creating value in community initiated, residential and commercial redevelopment projects where he advises, assists, and serves to transform concepts, goals, and plans into financially viable strategies and projects, and his knowledge of real estate development and public financing sources are realized. His primary focus within the development process is managing and overseeing the planning and due diligence process and negotiating and structuring the deal and finance structure. With more than 25 years of real estate and economic development experience through his various employment, professional consulting, and development roles, his efforts have helped to secure well over $250 million in capital for multiple residential, mixed-use, commercial, and industrial development projects and related initiatives which contributed to the recruitment, retention or creation of new business and employment opportunities.

In addition, Craig was instrumental in creating and establishing the State of New Jersey's regional training institute on real estate and redevelopment – the New Jersey Redevelopment Authority's Redevelopment Training Institute (RTI), and since program inception in 2006, the institute has trained over 2,000 elected officials, governmental staff, for-profit and non-profit developers, attorneys and other development professionals on real estate and redevelopment related matters. For more than 17 years, he served as the RTI Lead Trainer responsible for the identification and development of training curriculum agendas and customized municipal training sessions on redevelopment, zoning, public incentives, real estate development, financing tools, and other relevant matters.

Craig currently mentors and trains aspiring young real estate developers in real estate development under the auspices of Equitable Sustainable Redevelopment (ESR) Training Academy. In addition, he developed and taught for several years a 12-week, youth entrepreneurship training program to college-bound, inner-city young men and women of color for the New York City Chapter of the 100 Black Men of America. He is also a member of civic and community organizations where he served on the board of the Housing and Community Development Network of New Jersey and served as past board chair of HANDS Inc. in the city of Orange, NJ.

Craig attended Rider College for his Bachelor of Science (BS) degree in Business Administration and Rutgers University's Graduate School of Management for his MBA degree in Finance. He holds several professional certifications and licenses from national and state recognized institutions, including NDC's Economic Development Finance Professional (EDFP) Certification and a New Jersey real estate license since 1986.



EQUITABLE DEVELOPMENT CONSULTANTS, L.L.P. is a community economic development consultant firm established in 2002 to focus on the development and implementation of market-driven, economic development projects and initiatives that foster economic growth and promote sustainable and equitable development. Our mission is seeded on a firm commitment toward building strong inclusive community economies, which includes creating equitable economic opportunities for all community stakeholders.

The essence of our services is to:

Recommend, develop, and support community-based economic development strategies and initiatives that will increase economic opportunities and redevelopment;

Facilitate and assist with the development and implementation of commercial revitalization strategies to enhance economic vitality and growth of commercial corridors;

Provide real estate feasibility analysis, project management, and project finance support for residential, commercial, and mixed-use development projects; and

Propose and develop training and support to developers, municipalities and other stakeholders on redevelopment, real estate and economic development programs, incentives, and strategies.

Over the years, Equitable Development Consultants, L.L.P. has provided consultation, project management, and training services to Community Development Corporations (CDCs), for-profit developers, merchants associations, businesses, investors, governmental agencies and other stakeholders on the planning, development, and implementation of various economic, business, and real estate development projects.

Previously, he served as the Director of Community Economic Development for the Housing and Community Development Network of New Jersey (the “Network”) and served as the Director of Economic, Commercial and Industrial Development at the South Bronx Overall Economic Development Corporation (SOBRO).

Equitable Development Consultants, L.L.P. has provided consultation and training services to community development corporations (CDCs), for-profit developers, merchants associations, community institutions, entrepreneurs, governmental entities and other stakeholders on the planning and implementation of various economic, business, and real estate development projects.

Representative Client List:

Bridge Street Development Corporation, Brooklyn, New York

Project Profile: Conducted retail market analysis and developed the economic development strategy for the revitalization of two of Bedford Stuyvesant neighborhood commercial corridors – Tompkins Avenue and Malcolm X Boulevard; Spearheaded the development of the Bedford Stuyvesant Neighborhood Commercial District Plan; Organized and established the Tompkins Avenue Merchants Association and the Malcolm X Merchants Association; Facilitated and led building rehabilitation and façade improvement projects; and Secured several millions in public funding for predevelopment efforts, façade and streetscape improvement projects, business retention and attraction, and marketing.

Jersey City Redevelopment Agency, Jersey City, New Jersey

Project Profile: Conducted market and feasibility assessment of the city's proposed retail incubator on Martin Luther King Drive in Jersey City, New Jersey.

New Road Community Development Group of Exmore, Exmore, Virginia

Project Profile: Facilitated the creation of an economic development strategy for the New Road neighborhood; Assessed the financial feasibility of the New Road Village Plaza and secured initial funding for project implementation, and advised and assisted the Executive Director with the organization, redevelopment, and ownership of a long-standing segregated community in Exmore, Virginia.

Parkside Business and Community in Partnership, Camden, New Jersey

Project Profile: Assisted with the implementation of the neighborhood economic development strategy for the Parkside Neighborhood Strategic Plan; Developed and implemented local marketing strategy to attract new retailers, investors and customers to the commercial district; Facilitated the reuse and redevelopment of abandoned mixed-use buildings using best practices for redevelopment and creative placemaking, and conducted due diligence toward the redevelopment of several underutilized redevelopment sites; Provided business retention and expansion assistance support including managed and financed the rehabilitation and establishment of a locally-owned and minority-owned laundromat on Haddon Avenue; Organized and established the Haddon Avenue Merchants Association; and Leveraged the organization's public funds to secure several millions dollars for rehabilitation and new construction of several redevelopment initiatives on Haddon Avenue.

Regional Community Economic Development Initiative for the 7th Congressional District of Alabama (Initiative 7), Birmingham, Alabama

Project Profile: Created an asset-based economic development implementation model that integrated wealth creation within the Black Belt region of Alabama; Organized and facilitated county-wide, community-based economic development district meetings; Developed economic strategy around value added agricultural and four (4) recommended, area specific, economic development strategy; and Designed and coordinated a technical assistance delivery system which incorporated a capacity building platform for community-based economic development practitioners which led to several community-based economic development initiatives, including the development of a minority-owned, medical office facility in Selma, Alabama.

Economic development is one of the key barometers to measure the health of many communities and cities. Commercial corridors often influence the image of the community and often serve as the center of activity for residents and visitors. Therefore, it is critical that the public, private and nonprofit community collectively address the myriad of economic and physical needs and implement various strategies and activities, including business retention and expansion, new business development, redevelopment, and planning to sustain, support, and bolster economic growth.

Tab 5:
Sample Client Projects

This section includes sample client projects related to economic development planning. Nishuane Group prepared economic development elements to master plans for urban municipalities.



Client:
City of Orange Township, NJ

Location:
City of Orange Township, NJ

Project Features:
Master Plan
Outreach and Engagement
Historic Preservation

Project Setting:
Urban Area

Nishuane Group Team Members:
Gerard Haizel, PP, AICP
Leonardo Vazquez, PP, AICP
Shawna Ebanks, AICP
Joseph Daguman

PROJECT PROFILE: MASTER PLAN

City of Orange Township Master Plan

The Challenge

Before the adoption of its new master plan, the City was operating from a 2006 master plan. With a rapidly changing and diversifying population, community engagement was a crucial component.

The City was experiencing significant changes in its development patterns that were not reflected in the existing (old) master plan. The City's rapidly changing population was changing the demand for various types of housing, with a growing predominance of single-headed and smaller families. This factor was placing pressure on the City's older and historic housing stock. Additionally, with the City becoming more diverse racially, ethnically and socio-economically, community outreach and engagement around the development of the master plan was particularly challenging.

Our Process

Nishuane Group designed an outreach and engagement process that encouraged active participation across the resident community and gave traditionally "hard to reach" constituents like the youth and seniors, an opportunity to have meaningful input in the planning process.

Innovative engagement strategies that involved a variety of activities were tailored to the various constituent groups. Nishuane Group Planners facilitated discussions and encouraged participation to articulate their concerns about each element area of the plan. Special workshops were held for young professionals and millennials, a traditionally under-engaged group, but one whose input was deemed crucial for the future of the City. Additionally, focus group session were conducted with targeted groups, including NGOs, the Arts community, the Clergy and the Municipal Council.

The Result

The Master Plan for City of Orange Township is a broad and dynamic document which articulates a vision for a City that is rapidly growing and becoming more diverse. The Plan provides a vision for the future of the City that captures the many disparate perspective, all looking in one direction.



MASTER PLAN 2020
CITY OF PLAINFIELD, NEW JERSEY

Client:
City of Plainfield, -NJ

Location:
City of Plainfield, NJ

Project Features:
Master Plan
Outreach and Engagement
Sustainability

Project Setting:
Urban Area

Nishuane Group Team Members:
Gerard M. Haizel, PP, AICP
Steven Martini, PP, AICP
Mrunmayee Atre, PP, AICP
Simran Riar

PROJECT PROFILE: MASTER PLAN

City of Plainfield Master Plan

The Challenge

The City of Plainfield has among its many assets, two active train stations, both of which provide a one-seat ride in to Manhattan, New York City. These stations, have attracted significant development interest over the past several years, with the City seeing one of its largest development booms in recent time. A major focus of the City's master plan was to manage this development and ensure its seamless integration into all aspects of Plainfield community, while fully leveraging this transportation asset.

In the years leading up to the start of the master plan development, the City had relied on a series of redevelopment plans to both incentivise development around the City's two train stations and to ensure that new development was well integrated into the existing fabric of the City. While welcoming measured growth, great care was needed to develop the appropriate polices and strategies that would ensure that the essence of what made the City the unique place that it is, was not lost.

Our Process

Nishuane Group undertook a process that sought to balance the ongoing needs of existing residents and the demand from new development. Existing community facilities, including parks, recreation and open space were assessed in the context of new/proposed development. Sustainability was also a special focus, to ensure than new development utilized green building practices. The City's arts and cultural sector was also identified as an important component of the City's community fabric, which would be crucial in integrating new development.

The Result

The Master Plan for City of Plainfield provides a road map for transit oriented development around the City's two train stations, which is well integrated into the existing fabric of the City. Planning for new and expanded community facilities was identified and changes in existing zoning was recommended, where it would facilitate more seamless integration of new development. Both the planning process and the final Master Plan has helped to ease tensions between existing residents and new development.

Work Samples

Comprehensive Master Plan Community Engagement & Facilitation
2018-Master-Plan (eastorange-nj.gov) 2018-Master-Plan (eastorange-nj.gov)
- Community Engagement Summary begins on page 260

o **Project purpose timeline:**
- Community engagement and facilitation for over six months for the development of a comprehensive master plan for an urban municipality.

o **Specific services provided to client(s) by firm and/or subcontracted:**
- Community engagement and facilitation of targeted workshops and public outreach events were provided by the Nishuane Group to the municipal client as part of the development of a Comprehensive Master Plan for the City of East Orange, New Jersey. The workshops included a staffed by a member of the Master Plan Team from the Nishuane Group. In a free-flow movement from Topic Table to Topic Table, residents of East Orange offered ideas, suggestions, critiques and concerns related to the four (4) topics, which were discussed and recorded on flip charts. A Topic Table Cheat Sheet and reference maps were also available to guide discussion at the tables when necessary. Our firm also ensured spaces for young professionals, students and kids to provide input into the master plan development process as well. See link above for more details.

o **Deliverables:**
- (7) seven community engagement workshops
- (5) five summer and fall outreach public events
- Survey

o **Short-term outcomes:**
- Successful completion of twelve public outreach events;
- Use of social media TagBoard.com;
- Survey results and community feedback were incorporated into the development of Master Plan
- Nearly 200 respondents completed survey related to the Master Plan

o **Long-term outcomes:**
- Created community engagement framework for future master plan efforts
- Incorporated wide stakeholder and community feedback into the development of a final Master Plan

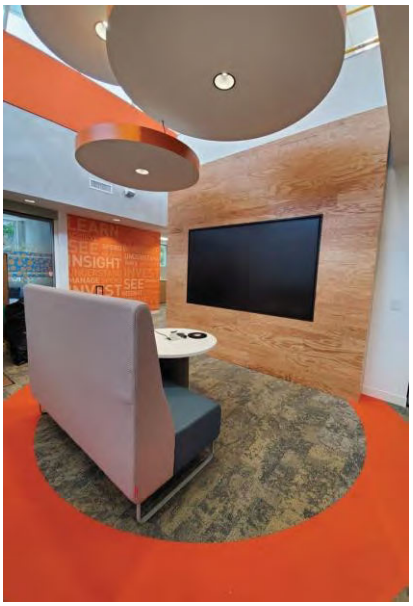
o **Contact information for relevant client personnel:**
Tiffany Delaney-Harris
Director of Planning, Policy and Development
City of East Orange, New Jersey
T: (973) 266-5140 or (973) 266-5351
E: Tiffany.Harris-Delaney@eastorange-nj.gov

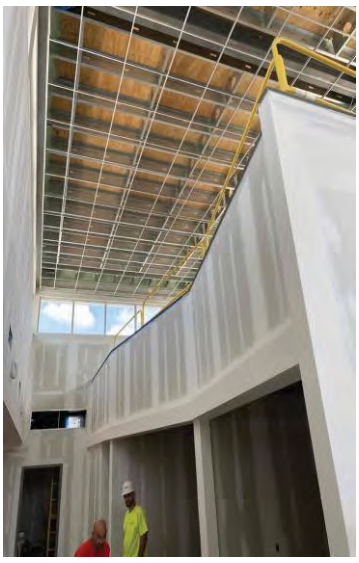
PNC BANK BRANCH

ORANGE, NJ

PNC Bank Branch is a one-story commercial bank located at 23 Main Street in Orange, New Jersey. Nishuane Group provided project management services to the City of Orange Township for this project and mitigated obstacles that arose because of util- ity companies. Through constant communication, weekly site visits and problem-solv- ing, this project was able to reach completion right on schedule.









Client:
City of Orange Township

Project Type:
Commercial

Start Date:
April 26, 2021

Final Completion:
October 14, 2021

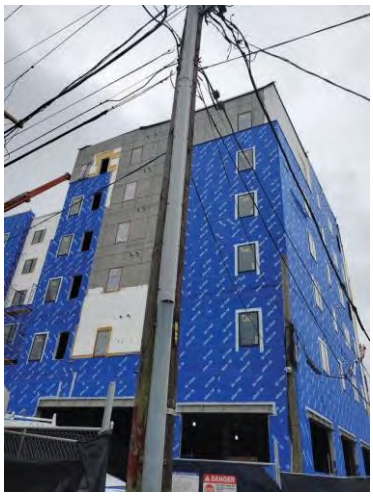
Key Personnel:
Anika Dodson

References:
Available Upon Request

APEX ORANGE CROSSING

ORANGE, NJ

APEX Orange Crossing is a six-story residential apartment building located at 276 Reock Street in Orange, New Jersey. Nishuane Group provided project management services to the City of Orange Township for this project. Along with implementing standard project management duties at the onset of the project, Nishuane Group held the developer accountable throughout construction, by ensuring the team went through the proper channels when proposing material changes. We also coordinated a ground-breaking ceremony alongside the City of Orange that gained attention across various cities.









Client:
City of Orange Township

Project Type:
Residential

Start Date:
December 4, 2020

Expected Completion:
March 14, 2022

Key Personnel:
Anika Dodson
Mrunmayee Atre

References:
Available Upon Request

Tab 6: References

This section includes information on client references for Nishuane Group.

References

Nishuane Group Client References:

Below is a list of client references from urban municipalities for which we have provided planning services:

1. Laquana Best, Deputy Director of Planning & Economic Development
   City of Orange, New Jersey
   T: (973) 255-4201
   Services: Land Use Planning, Board Planner, Redevelopment Planning, Planning Advisory Service, Master Planning

2. Lloyd Raheem, Director of Policy, Planning and Development
   City of East Orange New Jersey
   T:(973) 266-5141
   Services: Land Use Planning, Master Planning, Planning Advisory Service, Redevelopment Planning, Project Management, Economic Development, Municipal Technical Assistance

3. Zenobia Fields, Director of Economic Development
   City of Plainfield, New Jersey
   T:(908) 226-2516
   Services: Land Use Planning, Planning Testimony, Economic Development, Redevelopment Planning

Tab 7:
Fee Proposal

This section includes Nishuane Group fee proposal and schedule for the Township of West Orange.

Fee Proposal

In order to effectively and efficiently achieve the Township of West Orange's objectives, Nishuane Group aims to provide a cost-effective solution. We propose an annual fee of **$150,000.00**, structured as a monthly flat fee of **$12,500.00** for up to 96 hours per month. If the maximum hours are exceeded, an hourly rate will apply. Please refer to the 2024 Fee Schedule on the following page for further details.

105 Grove Street, Suite 3
Montclair, NJ 07042
www.Nishuanegroup.com
973.954.2677

2024 FEE SCHEDULE

Staff	Rate
Founding Principal	$250.00 Per Hour
Principal & Managing Partner	$200.00 Per Hour
Senior Associate Planner	$175.00 Per Hour
Associate Planner	$ 150.00 Per Hour
Economic Development Consultant	$ 90.00 Per Hour
Junior Associate	$ 70.00 Per Hour
Project Manager	$ 150.00 Per Hour
Administrator	$ 40.00 Per Hour
Intern	$ 35.00 Per Hour

* All requested services provided by staff are subject to their availability.

Tab 8:
Required Forms & Documentation

This section includes information on required forms and documentation from the Nishuane Group as requested in this Request for Proposal by the Township of West Orange.

BIDDER'S CHECK LIST

	Initial
• Business Registration Certification (required prior to award)	MSD
• Statement of Ownership (Mandatory)	MSD
• Affirmative Action Compliance Notice	MSD
• Investment in IRAN Disclosure (mandatory)	MSD
• Non-Collusion Affidavit	MSD
• Proposal Form	MSD
• Receipt of Addenda (Mandatory)	MSD
• Pay to Play (required prior to award)	MSD
• W-9	MSD

Please provide one additional copy of your proposal which should be on an external storage device (example USB flash drive/or CD).

P R O P O S A L

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NEW JERSEY

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid from:

This contract shall be for one (1) year with an option to extend two (2) additional one (1) year periods.

In consideration for any and all services which the Company shall render to the Township pursuant to this Agreement

Flat fee per month: $12,500.00

Amount in words: Twelve Thousand Five Hundred Dollar

COMPANY NAME Nishuane Group, LLC

ADDRESS 105 Grove Street, Suite 3, Montclair, NJ 07042

DATE 2/1/2024

PHONE 973-954-2677

BY _____

(Signature and Title of Officer of Company authorized to execute a contract)

Michele S. Delisfort, PP, AICP - Principal & Managing Partner

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.

Addendum Number	Dated	Acknowledge Receipt (Initial)
N/A		

[X] No addenda received. (please check off if no addenda received)

Acknowledged for: Nishuane Group, LLC
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: Michele S. Delisfort, PP, AICP
(Print)

Title: Principal & Managing Partner

Date: 2/1/2024

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Township of West Orange is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml. Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency. Emergency Purchases or Contracts For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

TOWNSHIP OF WEST ORANGE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: Nishauane Group, 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): Michele S. Delisfort, PP, AICP Signature: _____

Title: Principal & Managing Partner Date: 2/1/2024

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Nishuane Group, LLC		
Address:	105 Grove Street, Suite 3		
City:	Montclair	State: NJ	Zip: 07042

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name Michele S. Delisfort, PP, AICP Title Principal & Managing Partner

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

	Recipient Name	Date	Dollar Amount
N/A			$

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Essex
State: Governor
Legislative District #s: 26, 27, 28, 29, 34, & 40
State Senator and two members of the General Assembly per district.

County:
County Commissioners County Clerk Sheriff
County Executive Surrogate Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township
Bloomfield Township
Caldwell Borough
Cedar Grove Township
East Orange City
Essex Fells Township
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Maplewood Township
Millburn Township
Montclair Township
Newark City
North Caldwell Borough
Nutley Township
Orange City
Roseland Borough
South Orange Village
Verona Township
West Caldwell Township
West Orange Township

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):
NONE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Nishuane Group, LLC

Organization Address: 105 Grove Street, Suite 3, Montclair, NJ 07042

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Michele S. Delisfort	[redacted]

George Wheatle Williams	[redacted]

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

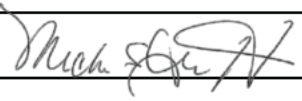
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
Michele S. Delisfort	[redacted]
George Wheatle Williams	[redacted]

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michele S. Delisfort, PP, AICP	Title:	Principal & Managing Partner
Signature:		Date:	February 1, 2024

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Nishuane Group, LLC

(Name of Business Entity)

Subscribed and sworn to before me

this day of Feb 1st, 2024.

Olivia Brown

Notary Public of New Jersey

My Commission expires 8/26/26

(Seal)

OLIVIA M. BROWN
Notary Public, State of New Jersey
My Commission Expires
August 26, 2026

(Signature)

Michele S. Delisfort, PP, AICP
Principal & Managing Partner

(Print Name of affiant)

(REVISED 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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. 10:531, *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. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an 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 X

2. Do you have a State Certificate of Employee Information Report approval?

   Yes_____{If yes, submit a copy of such approval.) No X

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 requi'ed documentation pursuant to the law.

COMPANY: Nishuane Group, LLC NAME: Michele S. Delisfort, PP, AICP

SIGNATURE: _____ TITLE: Principal & Managing Partner

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 the time frame stipulated.

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Nishuane Group, LLC
Print

Name of Contact Person: Michele S. Delisfort
Print

Correspondence Address (including zip code):

105 Grove Street, Suite 3, Montclair, NJ 07042

Purchase Order Address (including zip code):

105 Grove Street, Suite 3, Montclair, NJ 07042

Payment Address (including zip code):

105 Grove Street, Suite 3, Montclair, NJ 07042

Telephone Number: 973-954-2677

Fax Number: N/A

E-mail Address MDelisfort@nishuanegroup.com

Employer I.D. or S.S. # 74-3234172

*PLEASE ALSO PROVIDE A COPY OF YOUR W-9

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NISHUANE GROUP, LLC
Trade Name:	
Address:	105 GROVE STREET MONTCLAIR, NJ 07042-2461
Certificate Number:	1340466
Effective Date:	July 17, 2007
Date of Issuance:	April 06, 2015

For Office Use Only:

20150406175107109

Certification **54788**

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-2022** to **15-Jul-2029**

NISHUANE GROUP LLC

105 GROVE STREET - SUITE 1

MONTCLAIR **NJ** **07042**

ELIZABETH MAHER MUOIO

State Treasurer

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

1st YEAR PROVISIONAL CERTIFICATION

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges NISHUANE GROUP, LLC DBA:N/A as a Provisionally Certified Minority Women Business Enterprise (MWBE) that has met the criteria established by N.J.A.C. 17:46.

This registration will remain in effect for one year. The business must submit, not more than 60 days prior to the anniversary of the certification approval, a recertification application.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply for a provisional certification.

Peter Lowicki
Deputy Director

Issued: 6/1/2023
Certification Number: A0345-57

Expiration: 6/1/2024
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges NISHUANE GROUP, LLC as a Category 4 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.

Peter Lowicki
Deputy Director

Issued: 7/19/2021
Certification Number: A0165-41

Expiration: 7/19/2024
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Nishuane Group, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

105 Grove Street

6 City, state, and ZIP code

Montclair, NJ

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 9/27/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Tab 9: Addendum Detailed Scope of Work

This section includes information on Nishuane Group proposed approach and scope of work to undertake a s the Economic Development Consultant for the Township pf West Orange.

Scope of Work

Introduction:

Our intention is to provide professional consulting and support services in all areas involving economic development. Our goal is to contribute towards the economic revitalization and consequent success of West Orange, including such as job growth, business attraction and a flourishing local economy.

Our approach is designed to be responsive, innovative, and considerate based on our deep knowledge and understanding of the Township of West Orange economic development and planning needs, and our drive to use state- of-the art tools, best practices, and practioner techniques to engage municipal and public stakeholders throughout various processes. We will connect private stakeholders, including developers and investors, with the Township's Administration to coordinate development that is desirable and sustainable. Our extensive experience in both planning and economic development matches seamlessly with the Township's needs.

Craig Sawyer, who Nishuane Group has collaborated with on numerous projects over the past 10 years, on our team will spearhead the development of a thorough economic analysis to assess existing conditions and potential economic development opportunities. The economic analysis will include a market evaluation for the Township of West Orange. We will provide a clear picture of the existing economic climate, as it relates to the Township's ability to thrive. Mr. Sawyer extensive economic development experience including holding an Economic Development Finance Professional (EDFP) designation and Main Street Downtown Revitalization certification offers a unique vantage point for the Township as it embarks on implementing economic strategies for development and redevelopment.

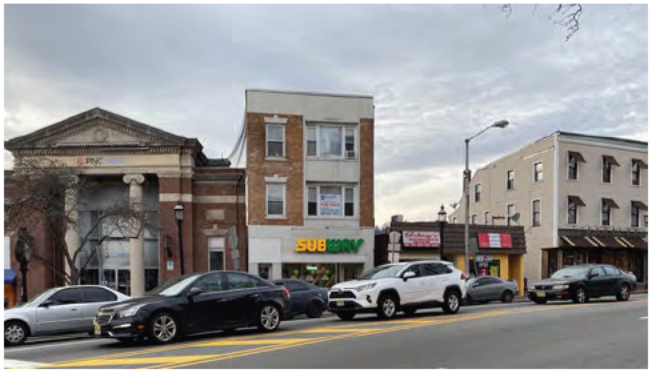
This professional experience in community economic development will serve the Township well as we to help the municipality identify and forge new partnership opportunities to spur economic development catalytic projects throughout the West Orange. The entire project team will be engaged in strategizing new economic opportunities. Whether it is assessing tourism strategies to make West Orange a premier designation of Essex County and the North Jersey region or evaluating placemaking opportunities at shopping centers, we will utilize our collective toolbox to leverage West Orange as 'The Place' to conduct business.

Scope of Work

Specific Economic Development Task Responsibilities:

The following is a brief list of tasks that Nishuane Group will provide expertise in completing. Tasks assigned by the Township shall not to limited to this list; this list serves as a primary items that we will assess and prepare on behalf of the Township:

- Economic Development strategies and analysis
- 5-Year Economic Development Strategic Plan
- Economic Development Action Plan
- Demographic/economic data research
- Maintain database of businesses/employers
- Business retention and expansion
- Attraction of new business
- Serve as a liaison for partnerships with the Mayor, Administration, Developers and Investors
- Retail gap analysis
- Planning Assistance and Master Plan review
- Smart Growth / Redevelopment tools
- On-going oversight and coordination of development projects
- Transportation and infrastructure
- Collaboration with grant writers





Scope of Work

Economic Development Specific Tasks:

- **5-Year Economic Development Strategic Plan:**
- As a collective team, we will coordinate the preparation of a 5-Year Economic Development Strategic for West Orange. This strategic plan will outline the existing economic conditions of the Township, analyze the issues that West Orange faces. Many of the tasks and responsibilities of the scope will inform this plan:

    - **Economic Development Action Plan:**
    - As a key part of the 5-Year Plan, our team will prepare a short term (one year) Action Plan. This action plan will propose incremental goals and activities to augment West Orange's economic vitality. These goals and activities shall consist of brief events and easily implementable objectives, such as fairs and festivals to feature local entrepreneurs, 'pop-up' events at vacant commercial spaces and ongoing activities that contribute towards the 5-Year Plan.

    - **Demographic and economic data research and analysis:**
    - Using Claritas-Environics Analytics by Spotlight, Census and other sources, we will gather the most recent data regarding housing, demographic and socio-economic status, and workforce data.

    - **Establish a database of businesses and major employers in the Township:**
    - Steven Martini will be assigned to prepared a comprehensive data of businesses and significant employers in West Orange. Through the development of this database, we will evaluate if there are any clusters of industries within the business community, and further, recommend ancillary businesses that will continue to grow those high performing industry clusters.

    - **Business Retention and Expansion:**
    - Our team will utilize the review of the business and employer database, as well as the industry cluster analysis, to determine the economic health of businesses in West Orange. Further, with businesses suffering from financial losses and lack of patrons, we will conduct outreach to assess their needs and weaknesses. For businesses experience success and growth, we will assist in determine appropriate and market-competitive locations for new, larger spaces or satellite establishments. This will be vetted via a thorough site selection and due diligence process.

    - **Attract new business to West Orange:**
    - Based on the analysis and synthesis of the data collected, we will identify recommendations of types of businesses that should be located in the Township.

- **Serve as a liaison for partnerships with the Mayor, Administration, Developers and Investors**
- We will advise the Mayor and Administration in engaging and maintaining existing partnerships of stakeholders and real estate development professionals, and facilitate new partnerships, and determine strategies to bolster the local workforce and hire locally.
- Our teams will recommend the highest and best uses of specific sites, while simultaneously act on behalf of West Orange to ensure that appropriate, attractive, and sustainable development will transpire from these agreements.
- We will provide our municipal technical experience network

Scope of Work

Economic Development Specific Tasks (continued):

- **Retail Gap Analysis**:
- In order to understand Township-wide needs regarding retail goods and services, we will conduct a retail gap analysis. In this analysis, we will evaluate the types goods and services in which residents leave West Orange to purchase (also known as "leakages") and the types that have a stronger presence in the Township (also known as "surpluses"). These findings will demonstrate the missing retail categories that the Township should attract to keeping those consumer spending dollars within West Orange.

- **Planning Assistance and Master Plan Review**:
- In supporting the economic development initiatives in the Township, we will provide planning assistance services. This shall consist of reviewing and implementing goals and objectives from the Township Master Plan, and if necessary, prepare a re-examination of the Master Plan that will address issues related to local economic growth, sustainability, and community development. In further working to streamline and facilitate business growth in the Township, We will review and recommend new land uses to introduce into certain zoning districts and craft regulations to ease the process to bring in and attract new businesses while streamlining processes in making West Orange an easy place to do business

- **Smart Growth and Redevelopment Tools:**
- Our team will evaluate strategies in promoting Smart Growth Planning Principles in West Orange. Further, in efforts to removing any blighting conditions or underutilized sites, and consequently, achieve desirable redevelopment projects, we will identify any sites that should be investigation as a potential 'area in need of redevelopment'. For example, obsolete underutilized areas (such as underperforming golf courses, underutilized industrial areas or vacant office parks) in efforts to catalyze the highest and best uses of prime land in the Township. Lastly, he will research make recommendations regarding incentives to bring new business into West Orange.

- **On-going oversight and coordination of development projects:**
- We will provide project management services for oversight and coordination of development projects as directed by the Mayor or Business Administrator.

- **Transportation and infrastructure support:**
- Our team will work close with the Township to provide support services in determining any initiatives related to transportation, accessibility, mobility, and other infrastructural needs that will assist in spurring new economic growth and activity.

- **Collaboration with grant writers:**
- As needed, our team will assist grant writers in preparing proposals for grants of economic opportunities and programs as release by the New Jersey Economic Development Authority (NJEDA) and other state and national agencies.



Nishuane Group, LLC.
105 Grove Street, Suite 3
Montclair, New Jersey 07042

104-24

TOWNSHIP OF WEST ORANGE

COMPETITIVE CONTRACT REPORT

FOR ECONOMIC DEVELOPMENT CONSULTANT

Overview

The Township of West Orange (the "Township") is seeking to retain the services of a professional consultant to provide Economic Development Consulting and Support services supporting programs that market and promote the Township as a competitive meeting, and leisure destination, and as a strategic location for business and investment by promoting business retention and expansion, supporting redevelopment, promoting new marketing and research that strengthens and broadens commercial, retail, and tourism sectors. The proposed services also include the assessment of existing business conditions and inventory, environment and challenges, and providing assistance to the appropriate Township partners with implementing recommendations.

As the proposed consulting services requires the use of a licensed and nationally certified Planner with expressed educational requirements, the award of a contract for an Economic Development Consultant would otherwise be exempt from public bidding under the Local Public Contracts Law (the "LPCL") as a professional service. N.J.S.A. 40A:11-5(1)(a)(i).

Pursuant to N.J.S.A. 40A:11-4.1(i) of the LPCL, contracting units are authorized to utilize competitive contracting for the procurement of goods or services that would otherwise be exempt from bidding.

On October 24, 2023, the Township Council adopted Resolution #369-23 authorizing the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.3 in lieu of public bidding for the procurement of a contract for the retention of an Economic Development Consultant.

On January 19, 2024, the Township issued a Request for Proposals for to award a Contract for an Economic Development Consultant (the "RFP").

On February 14, 2024, the Township received only one (1) proposal in response to the RFP. The proposals was submitted by:

1. Nishuane Group, LLC ("Nishuane")
   105 Grove Street, Suite 4
   Montclair, NJ 07042

Included in the proposals submitted by Nishuane was a listing of municipalities within the State of New Jersey with whom Nishuane provided services, including: (i) the City of Plainfield; (ii) the City of Linden; (iii) the City of Orange; (iv) Bloomfield Township; (v) City of Newark; (vi) the City of East Orange; (vii) the City of Hoboken; and (viii) the City of Irvington.

Nishuane's proposal also included a proposed **annual fee of $150,000** to be paid by the Township at a **monthly rate of $12,500** wherein Nishuane would provide 96 hours of service per month.

Nishaune also included fee schedule of hourly rates to apply when it exceeds the 96 monthly hours of service, as follows:

Staff	**Rate**
Founding Principal	$250 per hour
Principal & Managing Partner	$200 per hour
Senior Associate Planner	$175 per hour
Associate Planner	$150 per hour
Economic Development Consultant	$90 per hour
Junior Associate	$70 per hour
Project Manager	$150 per hour
Administrator	$40 per hour
Intern	$35 per hour

Based upon the receipt of only a single proposal, the Township's Qualified Purchasing Agent reviewed and evaluated the proposal in lieu of utilizing an evaluation committee to score proposals submitted in response to the RFP.

Per the Qualified Purchasing Agent's review of the Nishuane proposal there were no material defects that barred the Township from awarding the Contract to Nishuane.

Conclusion/Recommendation

Based on the receipt of a single proposal from Nishuane and no defects or prior negative history with Nishuane, the Qualified Purchasing Agent recommends that the Contract for Economic Development Consultant be awarded to Nishuane for a one-year term with an option for the Township to extend the Contract for two (2) additional one-year periods.

SCHEDULE D

A RESOLUTION ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Township of West Orange has applied for and has been awarded a grant in the amount of up to $63,956.00 from the Hazardous Discharge Site Remediation Fund Municipal Grant Program through the New Jersey Department of Environmental Protection and the New Jersey Economic Development Authority for Preliminary Assessment and Site Investigation along with report preparation for the Biddleman, Inc. property.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of West Orange that the above referenced grant is hereby accepted by the Mayor and is hereby authorized to execute grant documents as an authorized representative thereunder, as the representative for the Township of West Orange.

BE IT FURTHER RESOLVED that a comprehensive plan exists specifically for the development or redevelopment of contaminated or potentially contaminated real property in the host municipality or that a realistic opportunity exists that the Project Site will be developed or redeveloped within a three-year period from the completion of the remediation.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the New Jersey Economic Development Authority.

(SEAL) **Date Adopted by (Council/Committee): March 26, 2024**

Attest:

Karen J. Carnevale, R.M.C.,
Municipal Clerk

Bill Rutherford, Township Council President

106-24
March 26, 2024

RESOLUTION ACCEPTING GIFT

WHEREAS, on October 6, 2023, a longtime resident donated the following vehicle to the Township of West Orange (the "Vehicle"):

Make/Model: 2013 Acura RDX (silver)

VIN No.: 5J8TB4H38DL020435

Miles: 102,552

WHEREAS, N.J.S.A. 40A: 12-5 and N.J.S.A. 40A:5-29 authorizes the acceptance bequests, legacies and gifts; and

WHEREAS, the bluebook value of the Vehicle was approximately $11,500; and

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township agrees to accept the Vehicle as a gift; and be it further

RESOLVED, that the Business Administrator may acknowledge receipt of this gift.

Karen J. Carnevale
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

107-24
March 26, 2024

RESOLUTION SETTING FORTH FEES FOR DOG PARK PASSES IN THE TOWNSHIP OF WEST ORANGE

WHEREAS, on March 12, 2024, the Township of West Orange (the "Township") adopted Ordinance 2840-24 (the "Ordinance"), supplementing Chapter 10 of the Revised General Ordinances of the Township of West Orange and Establishing Section 16 for the regulation of Township dog parks; and

WHEREAS, pursuant to Section 16.5 of the Ordinance, the fees for the annual dog park pass shall be set forth by Resolution at the approval of the Township Council; and

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, the following annual fees are implemented regarding the dog park pass pursuant to the Section 16.5 of the Ordinance:

Residents: **$10**

Non-Residents: **$20**

RESOLVED, that the Township Clerk is authorized to attest to the Mayor's signature.

Karen J. Carnevale, R.M.C.	**Bill Rutherford**
Township Clerk	**Council President**

Adopted: March 26, 2024

108-24
March 26, 2024

RESOLUTION

WHEREAS, Antonelli Kantor, P.C. ("Counsel"), responded to the Township's Request for Qualifications pursuant to a fair and open process for the year 2024; and

WHEREAS, Counsel has agreed to provide professional services for the period of April 9, 2024 to December 31, 2014, pursuant to the terms and conditions set forth in the agreement annexed hereto as Exhibit **"A;"** and

WHEREAS, the Law Department recommends retention of Counsel for the purpose of representing the Township in the capacity of Labor Counsel; and

WHEREAS, pursuant to pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the proposed professional services contract is subject to an exception to the standard bidding procedures set forth in the Local Public Contracts Law;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and is hereby authorized to execute an agreement, in the form annexed hereto, to retain Counsel to provide services as Labor Counsel at an hourly rate of $200 for attorneys and $85 for paralegals not to exceed $90,000; and it is further

RESOLVED that notice of this award shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C. **Municipal Clerk**	**Bill Rutherford** **Council President**

Adopted: March 26, 2024

I hereby certify funds are available from: _____
Account No.

John Gross, Chief Financial Officer

AGREEMENT FOR LEGAL SERVICES – LABOR COUNSEL

THIS AGREEMENT made and entered into effective April 9, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the "TOWNSHIP," party of the first part, and **ANTONELLI KANTOR, P.C.**, located at 354 Eisenhower Parkway, Suite 1000, Livingston, New Jersey 07039, County of Essex and State of New Jersey, hereinafter referred to as "COUNSEL," party of the second part.

WITNESSETH THAT:

WHEREAS, the Governing Body of the TOWNSHIP has determined that it is in the best interests of the TOWNSHIP to retain the services of COUNSEL to serve in the capacity as Labor Counsel;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The TOWNSHIP hereby retains the services of COUNSEL to serve as Labor Counsel for the period April 9, 2024 through December 31, 2024 at an hourly rate of $200.00 for attorneys and $85.00 for paralegals with a total expenditure of ninety thousand dollars ($90,000). This is in addition to the previously awarded contract for collective bargaining contractual negotiations not to exceed fifty thousand dollars ($50,000) per annum.

2. COUNSEL will not seek reimbursement for its routine costs and expenses such as postage, copying, mileage, meals, parking, or delivery of documents.

3. COUNSEL may seek reimbursement for extraordinary expenses such as the cost of deposing adverse witnesses, transcripts or hiring experts. Counsel will not incur any such

expenses without the express written approval of the applicable TOWNSHIP Department Head before the extraordinary expense is incurred.

4. COUNSEL'S responsibilities shall include all labor matters assigned by the Business Administrator and the Legal Department.

5. COUNSEL recognizes that any and all approval for engagement of services must come from the Governing Body of the TOWNSHIP, and that no services, work or any efforts relative to the contract shall be commenced until the Governing Body adopts a duly authorized Resolution accompanied by a Certificate of Funds.

6. COUNSEL recognizes that all services rendered are subject to the approval and direction of the Law Department, and that payment for such services is conditioned upon the issuance of a Purchase Order by the Township encompassing the services for which compensation is sought.

7. COUNSEL is hereby placed on notice that the Billing Guidelines of the TOWNSHIP shall apply to this agreement for professional services. COUNSEL is further noticed that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statement or vouchers for any amount exceeding that originally approved will be honored or paid by the TOWNSHIP, irrespective of whether such services were actually performed.

8. COUNSEL shall submit detailed invoices to the TOWNSHIP for services rendered each month, with a copy to the Township Attorney, no later than fifteen (15) days subsequent to the close of the month. All invoices submitted by COUNSEL shall set forth with specificity the tasks performed, the attorney performing the tasks, and the amount of time spent on each task.

9. During the term of this agreement, COUNSEL shall maintain professional liability malpractice insurance coverage with an insurance company licensed and authorized to do business in the State of New Jersey with coverage not less than $1,000,000. COUNSEL shall provide the Township Attorney and Municipal Clerk with proof of a valid certificate of insurance listing the TOWNSHIP as a certificate holder. To the extent that this insurance coverage is scheduled to lapse at any time before the end of the contract, COUNSEL shall provide proof of renewal or new insurance coverage no later than thirty (30) days before the termination of the current coverage.

10. The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 *et seq.*, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*

11. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____ By:_____

KAREN J. CARNEVALE, R.M.C SUSAN McCARTNEY, MAYOR

ANTONELLI KANTOR RIVERA, P.C.

WITNESS:

By:_____

_____ RAMON E. RIVERA, ESQ.

109-24
March 26, 2024

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

WHEREAS, the Township desires to appointment Fernando Marlin, Esq. as the Township's Public Defender for a one-year term; and

WHEREAS, Mr. Marlin has agreed to serve as the Township's Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit **"A."**

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Fernando Marlin, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of $350.00 per session and subject to the terms of the professional services agreement, annexed hereto as Exhibit **"A**;**"** and it is further

RESOLVED that Mr. Marlin's appoint shall run from January 1, 2024 until December 31, 2024; and it is further

RESOLVED that the within appointment is pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey; and it is further

RESOLVED that notice of this contract designation shall be available in accordance with the applicable laws.

Karen J. Carnevale, R.M.C.	**Bill Rutherford**
Township Clerk	**Council President**

Adopted: March 26, 2024

109-24

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of March, 2024 by and between the **TOWNSHIP OF WEST ORANGE,** a municipal corporation of the State of New Jersey, with it Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the "TOWNSHIP") and Fernando Marlin, Esq., attorney at law of the State of New Jersey, with an office at 111 Northfield Avenue, Suite 300, West Orange, New Jersey 07052.

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Fernando Marin, Esq. ("Marin") as the municipal public defender commencing on January 1, 2024 and the Township agrees to pay Marin at a rate of Three Hundred Fifty Dollars ($350) per court session as an independent contractor ("Session Fee").

2. Marin shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.

3. No later than fifteen (15) days from the commencement of this Agreement, Marin shall provide to the Township a proof of professional malpractice insurance in the amount of not less than $500,000 per occurrence and $1,000,000 in the aggregate. Marin shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.

4. Marin is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Marin shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Marin shall be required to obtain a substitute public defender and provide notice to the Municipal Court

Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire on December 31, 2024; however, absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Marin agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, 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 or sex. Except with respect to affectional or sexual orientation, the Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 Township 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 Township, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Township, sate 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 or sex.

The Township, 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 Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Township, 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 Township, 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 or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Township agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 Township 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 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 Township shall furnish such reports 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 shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C

By:_____
SUSAN McCARTNEY, MAYOR

FERNANDO MARIN, ESQ.

WITNESS:

_____

By:_____

110-24
March 26, 2024

RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT TO THE LISTED TAXPAYER DUE TO AN OVERPAYMENT OF TAXES DUE TO A DUPLICATE PAYMENT

WHEREAS, certain West Orange property owners or their mortgage company have made a duplicate payment;

WHEREAS, the Tax Collector of the Township of West Orange has indicated that such Taxpayers 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 taxes.

Block	Lot		Name & Address	Amount
2.01	9		Stephen Kaesshaefer 17 Harvard Terrace West Orange, NJ 07052	$3,058.00
100	5		Corelogic Centralized Refunds PO Box 9202 Coppell, TX 75019	$12,763.00
164	12	C0047	Jorge Fernandez 1179 Hemlock Farms Hawley, PA 18428	$2,954.00

Karen J. Carnevale, RMC, Municipal Clerk **Bill Rutherford, Council President**

Adopted: March 26, 2024

I certify funds are available for this work from Account No. _____

John O. Gross, Chief Financial Officer

111-24
March 26, 2024

RESOLUTION

WHEREAS, the Township of West Orange (the "Township") issued a Request for Bid Proposal for the award of a Contract for Janitorial Maintenance Services (the "Agreement") at several municipal buildings owned by the Township; and

WHEREAS, on November 28, 2021, the Township received eleven (11) bids in response to the Request for Bid Proposal; and

WHEREAS, on December 13, 2023, the Township Council rejected a proposed resolution awarding the Contract; and

WHEREAS, on February 13, 2024, the Township Council adopted Resolution # 65-24 officially rejecting the eleven bids submitted to the Township to allow the Township to amend the bid specifications set forth in the Request for Bid Proposals and rebid the Contract; and

WHEREAS, on February 22, 2024, the Township issued a revised set of bid specifications in its Request for Bid Proposal for Janitorial Maintenance Services Re-Bid; and

WHEREAS, on March 12, 2024, the Township received thirteen (13) bids in response to the Request for Bid Proposal for Janitorial Maintenance Services Re-Bid, including:

(1) ACB Services Inc. from Cream Ridge, New Jersey with a bid price of $131,0400 per year, with additional optional hourly rates of $30.00 per hour for buffing floors and $30.00 per hour for shampooing carpeting;

(2) Neat Freekz Cleaning Services from Newark, New Jersey with a bid price of $74,416 per year, with additional optional hourly rates of $35.00 per hour for buffing floors and $23 per hour for shampooing carpeting;

(3) Best Cleaning Building Service Inc. from Ridgefield, New Jersey with a bid price of $172,800 per year, with additional optional hourly rates of $28.00 per hour for buffing floors and $23.00 per hour for shampooing carpeting;

(4) Hudson Community Enterprises from Jersey City, New Jersey with a bid price of $175,634.73 per year, with additional optional hourly rates of $27.00 per hour for buffing floors and $27.00 per hour for shampooing carpeting;

(5) PJ Building Cleaning, LLC from Hackensack, New Jersey with a bid price of $67,900 per year, with additional optional hourly rates of $50.00 per hour for buffing floors and $50.00 per hour for shampooing carpeting;

(6) S.J. Services, Inc. from Danvers, Massachusetts with a bid price of $157,336 per year, with additional optional hourly rates of $32.00 per hour for buffing floors and $32.00 per hour for shampooing carpeting;

(7) TopHounds Cleaning LLC from Orange, New Jersey with a bid price of $87,000 per year, with additional optional hourly rates of $37.00 per hour for buffing floors and $150.00 per hour for shampooing carpeting;

(8) Nationwide Cleaning & Restoration Services, Inc. from Jersey City, New Jersey ("NCR") with a bid price of $61,750 per year, with additional optional hourly rates of $50.00 per hour for buffing floors and $40.00 per hour for shampooing carpeting;

(9) Maintenance Mart from Morganville, New Jersey with a bid price of $85,8000 per year, with additional optional hourly rates of $20.00 per hour for buffing floors and $20.00 per hour for shampooing carpeting;

(10) Cleaning Service of Hudson Valley from Garnerville, New York with a bid price of $96,000 per year, with additional optional hourly rates of $27.00 per hour for buffing floors and $27.00 per hour for shampooing carpeting;

(11) IDart Solutions Group from Maywood, New Jersey with a bid price of $215,000 per year, with no bid for the additional optional hourly rates for buffing floors and an additional optional hourly rate of $100.00 per hour for shampooing carpeting;

(12) Planned Building Services from Parsippany, New Jersey with a bid price of $143,280 per year for the first year of the contract and $151,320 per year for the second year of the contract, with additional optional hourly rates of $45.00 per hour for buffing floors and $45.00 per hour for shampooing carpeting; and

(13) Priority Group Services from Newark, New Jersey with a bid price of $2,602,700 per year, with no bids for the additional optional hourly rates for buffing floors and shampooing carpeting; and

and

WHEREAS, NCR submitted the lowest bid at an annual rate of $61,750.00 in response to the Township's Request for Bid Proposal for Janitorial Maintenance Services Re-Bid for award of the Contract pursuant to the terms set forth therein and annexed hereto as Exhibit **"A;"**

WHEREAS, the term of the Contract shall be for a term of two (2) years commencing on April 1, 2024 with an option to extend the Contract for one additional year; and

WHEREAS, the Agreement incorporates the terms and conditions set forth in the Township's Request for Bid Proposal for Janitorial Maintenance Services Re-Bid and NCR's bid.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Township shall award the Contract to NCR

consistent with the terms and conditions set forth in the Contract, annexed hereto as Exhibit **"A;"** and it is further

RESOLVED, that the Mayor be and is hereby authorized to execute the Agreement on behalf of the Township and the Municipal Clerk be and is hereby authorized to attest to the Mayor's signature; and it is further

RESOLVED, that the original of the Agreement between the Township and NCR shall be maintained in the Municipal Clerk's office.

Karen J. Carnevale, R.M.C.	**Bill Rutherford**
Municipal Clerk	**Council President**

Adopted: March 26, 2024

I hereby certify funds are available from Account No. _____

John O. Gross, Chief Financial Officer

Exhibit “A”

AGREEMENT FOR JANITORIAL MAINTENANCE SERVICES

THIS AGREEMENT made and entered into on this ___ day of March, 2024 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the **"TOWNSHIP"**, part of the first part, and **NATIONWIDE CLEANING & RESTORATION SERVICES, INC.**, a New Jersey corporation with offices at 101 Hudson Street, 21st Floor, Jersey City, New Jersey 07302, hereinafter referred to as **"NATIONWIDE"**, party of the second part.

WITNESSETH THAT:

WHEREAS, the Township issued a Request for Bid Proposal for Janitorial Maintenance Services Re-Bid, (the **"SPECIFICATIONS"**) seeking to award a Contract for Janitorial Services at eight (8) buildings owned and operated by the **TOWNSHIP,** annexed hereto as Exhibit **"A;"** and

WHEREAS, the Specifications set forth the terms and conditions of the Janitorial Services to be performed under this agreement; and

WHEREAS, on March 12, 2024, **NATIONWIDE** submitted a bid in response to the **SPECIFICATIONS** (the **"BID"**), annexed hereto as Exhibit **"B;"** and

WHEREAS, the **BID** included and incorporated the **SPECIFICATIONS**; and

WHEREAS, the **BID** set forth an annual base bid of $61,750.00 per year with additional optional rates for floor buffing at $50.00 per hour and shampooing carpeting at $40.00 per hour; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions

hereinafter set forth, the parties hereto agree as follows:

1. **NATIONWIDE** hereby agrees to provide the services and other covenants set forth in the **BID**, annexed hereto as Exhibit **"A."**

2. As set forth in the **SPECIFICATIONS,** the term of this Agreement shall be for two (2) years starting on April 1, 2024 and that the Township shall have an option to renew this Agreement for an additional one year.

3. The **TOWNSHIP** and **NATIONWIDE** hereby agree to the rates set forth in the **BID** and to the payment process set forth in Section M of the **SPECIFICATIONS**.

4. The **TOWNSHIP** and **NATIONWIDE** hereby agree that to the extent that the **BID** conflicts with the terms and conditions of the **SPECIFICATIONS,** the **SPECIFICATIONS** shall govern.

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST ORANGE

ATTEST:

_____
KAREN J. CARNEVALE, R.M.C.

By: _____
SUSAN McCARTNEY, MAYOR

WITNESS:

_____

NATIONWIDE CLEANING & RESTORATION SERVICES, INC.

By: 03/20/2024
Salvador Carmeleno

Exhibit “A”

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

Request for Bid Proposal for Janitorial Maintenance Services
Re-Bid

Submission Date:
March 12, 2024
11:00 a.m.
Prevailing Time

TOWNSHIP OF WEST ORANGE * 66 MAIN STREET * WEST ORANGE, NJ 07052
(973) 325-4056

ADVERTISEMENT

Invitation to Bid

The Township of West Orange is seeking bids for **JANITORAL MAINTENANCE SERVICES-REBID**. The Bid specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title and name and address of party making same, addressed to the Purchasing Department of the Township of West Orange will be received by mail, or hand delivery, at the Municipal Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, March 12, 2024 at 11:00 a.m. and will be publicly opened and read at that time in the Council Chambers, located at 66 Main Street, West Orange, NJ 07052 on the same day. No proposals received after that time will be considered.

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed $20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

Submitters are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27. Additional Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of $50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us . Submissions by Corporations, Partnerships and sole proprietors must include a completed Disclosure of Ownership (N.J.S.A. 52:25-24.2), a valid NJ Business Registration Certificate P.L. 2004, c57, and must comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31
et seq. and N.J.A.C. 17:27.

Panayiota Reynolds
Purchasing Agent

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDERS

A. INTENT

The Township of West Orange, hereinafter referred to as "the Township" requests bids for janitorial services for Eight (8) of our buildings. The contract shall commence in April 1, 2024 for a period of 24 Months with the option to extend for one (1) additional year.

All cleaning shall be performed in a workmanship like manner as described by this specification. Deviations will not be considered unless the vendor can explain in detail that the deviation is of material benefit to the Township and provides service levels at least equivalent to that specified.

The Township's technical contact for Buildings, Louis Reynolds Supervisor of Public Works (973) 725-8774. Mr. Reynolds will be in charge of monitoring vendor performance and compliance throughout the term of the contract.

B. PRE- BID TOUR

All prospective bidders are highly encouraged to visit each site. Available dates and times for tours are:
Wednesday February 28, 2024 at 10:00 am and 12:00 pm
Wednesday March 6, 2024 at 10:00 am and 12:00 pm
Please contract Panayiota Reynolds at 973-325-4056 or by emailing preynolds@westorange.org to make an appointment during the dates and times above.

C. BID OPENING

All bid proposals will be publicly opened and read aloud in the Council Chambers, Township of West Orange, 66 Main Street, West Orange on March 12, 2024 at 11:00 A.M. Bids must be received by hand, certified mail or messenger no later than 11 A.M. All bid proposal envelopes should be clearly marked with name of bid and the submission date. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered after time specified.

D. BID WITHDRAWAL

Sealed bids received by the Township before the designated time of the bid opening, may withdraw said bid in writing with evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of Sixty (60) calendar days.

E. BID PROPOSAL FORMS

All prices and amounts must be written in ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Township.

F. BID SECURITY

A certified check or cashier's check made payable to the Township, or a duly executed bid bond in the amount of 10% of bid, not to exceed $20,000.00 must accompany each bid proposal. All deposits from bidders other than the successful bidder will be returned after the award of the contract.

G. INSURANCE REQUIREMENTS

Worker's Compensation and Employer's Liability Insurance:
This insurance shall be maintained in full force during the life of this contract by the vendor covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Minimum Employer's Liability $1,000,000.00.

General Liability Insurance:
This insurance shall have limits of not less than $3,000,000.00 any one person and $3,000,000.00 any one accident for bodily and $3,000,000.00 aggregate for property damage, and shall be maintained in force during the life of the contract.

Automobile Liability Insurance:
This insurance covering vendor for claims arising from owned, hired and non-owned vehicles with limits of not less than $3,000,000.00 any one person and $3,000,000.00 any one accident for bodily injury and $3,000,000.00 each accident for property damage, shall be maintained in force during the life of this contract.

Certificates of Required Insurance:
Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the Township as an additional insured. Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the Township as an additional insured.

Indemnification:
Successful vendor shall indemnify and hold harmless the Township from all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the property of the

Township, resulting from negligent acts or omissions on the part of the vendor, the vendor's agents, servants, or subcontractors in the delivery of goods and services, or in the performance of the work under this contract.

The Vendor shall take out and maintain during the life of the contract adequate workmen's compensation and employer's liability insurance for all employees employed in connection with the work, and in case any work is sublet, the Vendor shall require each sub-contractor similarly to provide workmen's compensation and employer's liability insurance for the latter's employee's, unless such employees are covered by the protection afforded by the Vendor's insurance. A Certificate of Insurance evidencing General Liability and Excess Liability (Worker's Compensation) coverage shall be provided by a carrier(s) satisfactory to the Township. An original Certificate shall be filed with the Township before the Contract can be executed. The Township will also be named as an additional insured as it relates to all liability policies for work performed by the Contractor with Certificate evidencing this endorsement.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving the Township harmless and its agents from any liability arising from the work to be performed under the contract. This includes but not limited to Attorney's fees and costs in connection with defense of such claims.

H. MANDATORY FORMS

Vendor shall supply a copy they their Disclosure of Ownership, Affirmative Required Evidence, Iranian Investment Disclosure form, Addenda Acknowledgment, and bid deposit. NJ Business Registration certificate, must be provided prior to the award of contract.

I. QUALIFICATION OF BIDDERS

Bidders shall be of known reputation and shall have sufficient qualified personnel and equipment to perform adequately the prescribed services as per the specifications. Bidders shall submit evidence of qualifications to meet all requirements by Township.

As evidence of bidder's qualifications, bidders shall submit the following information with their bids:

1. The number of years the firm has been performing janitorial services.

2. Names of Supervisors to be assigned to work on this contract. Include the number of years the individual has worked for bidder.

3. Location of bidder's offices and facility where bidder's equipment may be inspected.

4. Name(s) and telephone number(s) of management and service personnel for

5. A list of institutions, industries and commercial buildings now under contract with the bidding firm. Include the length of time each contract has been in force and the name of the person the Township of may contact as a reference.

J. CONTRACTOR PERSONNEL

1. All personnel shall be BONDED.

2. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

3. All contractors' employees shall consent to background checks, if not already performed. The Township reserves the right to refuse personnel based on results of the background check. Background checks are the responsibility of the vendor. No fees will be paid by the township. Fees will be paid by the awarded vendor.

K. BASIS OF AWARD

In addition to cost and responsiveness to this specification, the Township will investigate references supplied by bidder as it deems necessary to determine the ability of the bidder to perform the work. The Township reserves the right to reject any proposal if the evidence submitted by investigation such as, bidder fails to properly perform or complete any contracts.

L. ACCEPTANCE AND AWARD OF CONTRACT

Within 60 days after the receipt of the bids, the Township Council will accept through resolution at a scheduled Council Meeting, one of the bids for the contract from submissions received or will reject all bids. The Township reserves the right to reject any or all bids or to accept the bid which in its judgment will be for the best interest of the municipality

M. PAYMENT PROCESS

The Contractor shall invoice the Township on a monthly basis. Payment will be processed for approval at the following scheduled Council Meeting.

N. Termination

Default:
Non-performance of the Vendor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days written notice to the Vendor. The Township shall not pay for any services and/or materials which are

unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

If the Vendor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract.

If the Vendor should persistently or repeatedly refuse or should fail to provide enough properly skilled workers or materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Vendor shall be allowed seven (7) calendar days to remedy.

O. "Pay To Play":

Respondents are advised that, pursuant to N.J.S.A. 44A:20.27, all business entities who have received contracts valued in excess of $50,000 from public entities in any calendar year must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC). Respondents are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SPECIFICATIONS

The Contractor shall be responsible for all equipment, cleaning supplies, trash liners and paper products, such as toilet paper and paper towels. Hand sanitizing supplies that work in existing units. Cleaning and disinfectant products need to be classified as Environmentally Green Product. Specification sheets will be required for all products listed by Contractor naming all product names.

The Contractor shall comply with Recycling Policy of the Township. Recyclables shall be source separated and shall not be co-mingled with other solid waste.

MUNICIPAL BUILDING LOCATIONS
with approximate square footage of cleaning area

West Orange Town Hall
66 Main Street
West Orange NJ
Approx. SF 16,760

*** **West Orange Police Building**
60 Main Street
West Orange, NJ
Approx. SF 24,037

West Orange Senior Health Center
10 Gaston Street
West Orange, NJ
Approx. SF 1,500

Department of Public Works/Engineering
25 Lakeside Avenue
West Orange, NJ
Approx. SF 6,000

Department of Recreation
60 ½ Cherry Street
West Orange, NJ
Approx. SF 3,000

West Orange Police Valley Road
Sub Station
549 Valley Road
West Orange, NJ
Approx. SF 1,200

West Orange Police Washington St
Sub Station
92 Washington Street
West Orange, NJ
Approx. SF 1,500

10 Rooney Circle
West Orange, NJ 07052
Approx. SF 29,372
(Coordinate entry to offices with personnel)

HOURS OF OPERATION

Monday to Friday 8:30 am – 4:30 pm

***** Exception** 24 hours, 7 days a week

HOLIDAYS OFFICES CLOSED	2024	2025	2026	2027
New Year's Day	January 1	January 1	January 1	January 1
Martin Luther King Day	January 15	January 20	January 19	January 18
Presidents Day	February 19	February 17	February 16	February 15
Good Friday	March 29	April 18	April 3	March 26
Memorial Day	May 27	May 26	May 25	May 31
Juneteenth	June 19	June 19	June 19	June 18
Independence Day	July 4	July 4	July 3	July 5
Labor Day	September 2	September 1	September 7	September 6
Indigenous Peoples' Day	October 14	October 13	October 12	October 11
Presidential Election	November 5	XXXXXX	XXXXXX	XXXXXX
Veteran's Day	November 11	November 11	November 11	November 11
Thanksgiving Day	November 28	November 27	November 26	November 23
Thanksgiving Friday	November 29	November 28	November 27	November 24
Christmas Day	December 25	December 25	December 25	December 24

***Dates are subject to change**

***Police Headquarters does not close and will need personal. ***

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation = 6 (92 Washington St.)
Police Substation = 7 (549) Valley Rd.)
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

General Cleaning All Buildings Days Weekly	7 Days	5 Days	3 Days	2Days	1 Day
* Empty and clean all waste baskets and replace liners when needed	2	1, 3,8	4,5	6,7	
* Sweep and dust mop all hard floor surfaces and damp mop as needed	2	1, 3,8	4, 5	6, 7	
* Dust office furniture, windows sills and all other surfaces up to 84" high	2	1, 3,8	4, 5	6, 7	
* Damp wipe and polish all desk top surface if papers are cleared	2	1, 3,8	4, 5	6, 7	
* Dust or damp wipe all telephones and affiliated equipment using antiseptic treated cloths	2	1, 3,8	4, 5	6, 7	
* Remove all finger marks from doors, frames, partitions,	2	1, 3,8	4, 5	6, 7	

and light switches					
* Clean all glass doors	2	1, 3,8	4, 5	6, 7	
* Dust blinds					1, 2, 3, 4, 5, 6, & 7,8
* Vacuum upholstered furniture	* Once Monthly All Locations				
* Dust walls					1, 2, 3, 4, 5, 6, & 7,8
* Clean, polish and sanitize all drinking fountains	2	1, 3,8	4, 5	6, 7	
* High dust all vents, louvers, and molding				6, 7	1, 2, 3, 4, & 5,8
* Maintain janitor's closets in a neat orderly condition	2	1, 3,8	4, 5	6, 7	
* Leave on designed night lights and secure building	2	1, 3,8	4, 5	6, 7	
* Clean Elevator Cabs, including ceiling, floors, walls, and doors	2	1,8			

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

General Cleaning All Buildings Days Weekly	7 Days	5 Days	3 Days	2Days	1 Day
*Sweep stairwells and landings wipe clean all	2	1, 3,8	4, 5	6, 7	

railings and trim

Kitchen Areas & Meeting Rooms Weekly	**7 Days**	**5 Days**	**3 Days**	**2Days**	**1 Day**
* Sweep and/ or dust mop all non- carpeted areas	2	1, 3,8	4, 5	6, 7	
* Vacuum all carpeted areas –moving table and chairs	2	1, 3,8	4, 5	6, 7	
* Empty and clean all wastebaskets, replacing liners as needed	2	1, 3,8	4, 5	6, 7	
* Damp mop composition tile with a neutral solution	2	1, 3,8	4, 5	6, 7	
* Wash and disinfect table and chairs leaving in an orderly manner	2	1, 3,8	4, 5,	6, 7	
* Coffee rooms clean and shine all sinks spot wash walls and fixtures	2	1, 3,8	4, 5	6, 7	
* Wash pedestals or legs of all tables & chairs					1, 2, 3, 4, 5, 6, & 7,8

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle= 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Restrooms/ Lavatories Weekly	**7 Days**	**5 Days**	**3 Days**	**2Days**	**1 Day**
* Damp wipe and clean waste receptacles	2	1, 3,8	4, 5	6, 7	
* Remove refuse to designated area	2	1, 3,8	4, 5	6, 7	
* Clean, disinfect and deodorize all lavatory fixtures using high phenol coefficient cleaner	2	1, 3,8	4, 5	6, 7	
* Clean and polish all mirrors, fixtures and counters	2	1, 3,8	4, 5	6, 7	
* Hand dust all stall partitions and other surfaces	2	1, 3,8	4, 5	6, 7	
* Spot clean walls and stalls	2	1, 3,8	4, 5	6, 7	
* Wet mop all floors using a germicidal cleaner	2	1, 3,8	4, 5	6, 7	
* Damp clean and refill all dispensers	2	1, 3,8	4, 5	6, 7	
* Maintain clean all baseboards and floor drain plates	2	1, 3,8	4, 5	6, 7	
* Full wash lavatory walls and stall partitions			1, 2, 3,8		4, 5, 6, 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Floor Care Weekly	**7 Days**	**5 Days**	**3 Days**	**2Days**	**1 Day**
* Vacuum all carpeted areas, including edges and corners	2	1, 3,8	4, 5	6, 7	
* Sweep and or dust mop all non-carpeted areas	2	1, 3,8	4, 5	6, 7	
* Spot mop spillage in non-carpeted areas	2	1, 3,8	4, 5	6, 7	
* Spot clean all carpeted areas (once carpets have been cleaned)					1,2,3, 4,5, 6,7,8
* Sweep and or vacuum, dust stairwells, landings and handrails	2	1, 3,8	4, 5	6, 7	
* Wet mop stairwells	2	1, 3,8	4, 5	6, 7	
* Maintain composition tile floors surfaces using an approved, non-injurious cleaning solution	2	1, 3,8		4, 5	6, 7

Building Location Codes:

Town Hall = 1
Police Headquarters = 2
Health Center = 3
DPW/ENG = 4
Recreation = 5
Police Substation (1) = 6
Police Substation (2) = 7
Rooney Circle = 8

Codes above are used below to show how many times a week a specific location needs to be cleaned and what specifically needs to be cleaned:

EXAMPLE:

Town Hall = 1, Health Center = 3 and 10 Rooney Circle = 8 --- Empty and clean all waste baskets and replace liners when needed will be done 5 days a week.

Police Headquarters = 2 Empty and clean all waste baskets and replace liners when needed will be done 7 days a week.

Fitness Room/Gym/Locker Room/Shower Area	**7 Days**	**5 Days**	**3 Days**	**2Days**	**1 Day**
*wipe all equipment/weights with germicidal cleaner		8			
*remove waste from receptacles and replace liners		8			
* mop/vacuum/sweep flooring/gym mats		8			
*clean, polish all mirrors, fixtures, and counters		8			

*deep clean of fitness area/locker room/shower area 8

*clean all windows 8

*shower area clean all stalls/sinks/toilets with germicidal cleaner 8

***Note out of the 5 days of cleaning this area, 1 day a week should be dedicated as a "deep cleaning" which should include washing all trash cans and replacing liners, cleaning walls, vents, gym equipment, flooring, mats, counters, showers stalls/sinks, wiping outside of lockers and door handles.**

All Cleaning Products shall meet one of the following criteria. Cleaners that do not meet any of these standards are strictly prohibited:

WELL Health Safety feature SC4: Select Preferred Cleaning Products

All cleaning, disinfection and sanitization products are specified in the cleaning plan and meet one of the following requirements:

a. Products are labeled as 'low-hazard' or 'safer' by an ISO 14024-compliant (Type 1) Ecolabel, or by a third-party certification recognized by the local government where the project is located. Hazard criteria must be specific for the product classes within the scope of this feature.
b. The Safety Data Sheet (SDS) of each product discloses ingredients per EU Regulation2015/830 (CLP) or California State Bill No. 258 and no ingredients listed in Section 3 of the SDS are classified as Category 1, 1A or 1B for the following Globally Harmonized System (GHS) codes and corresponding hazard statements:

1. H311 (toxic in contact with skin).
2. H312 (harmful in contact with skin).
3. H317 (may cause allergic skin reaction). Individual terpenes may be present up to a concentration of 0.5% in undiluted products
4. H334 (may cause allergy or asthma symptoms or breathing difficulties if inhaled).
5. H340 (may cause genetic defects).
6. H350 (may cause cancer).
7. H360 (may damage fertility or the unborn child).
8. H372 (may cause damage to organs through prolonged or repeated exposure).

Bidders must submit a complete and specific listing of all cleaners that meet the above cleaning criteria with their bid submission.

In addition:

1. **All MSDS sheets for the listed cleaners shall be submitted in both English and Spanish.**

Bidders must submit a detailed outline that summarizes the following cleaning and training requirements. All submissions shall, at a minimum meet the requirements outlined within

these bid specifications. Bidders shall provide a policy manual, training manual and training schedule to comply with these bid requirements.

A cleaning schedule that:

a. Details the following:
    1. Extent and frequency of cleaning.
    2. Cleaning responsibilities of building occupants (if any) and cleaning staff.
    3. Cleaning supplies and where they can be accessed.
    4. Process to evaluate and document adherence to the cleaning plan.

b. Identifies the following:
    1. Surfaces that require disinfection (e.g., high-touch surfaces).
    2. Frequency and/or other thresholds (e.g., number of hours, number users of a space, results from a swab test) for disinfection.
    3. Applicable governmental registration and directions of use (e.g., contact time and dilution rates) for disinfectants. (This information will be found on the product labels. Bidders agree to conform to these specifications.)
    4. Other non-chemical tools used for disinfection, if any.

c. States the following documentation procedures:
    1. Record keeping practices for cleaning and disinfection activities.
    2. The chain of communications with building occupants.
    3. A system to log feedback from occupants and cleaning staff.
    4. A checklist for each building posted on each floor that can be initialed by the cleaner with work completed each day, new checklist posted monthly.

d. Specifies the following for cleaning materials and personal protection equipment (PPE):
    1. PPE requirements for general cleaning and specialized tasks (e.g., disinfection or dilution or chemicals).
    2. Color-coding for reusable and disposable cleaning cloths.
    3. Separate cleaning of reusable cleaning materials from other clothing or products.

e. Includes the following precautions for storage of cleaning products:
    1. An identifiable, fit-for-purpose storage space in accordance with the manufacturers' directions; bleach stored away from other products.
    2. Color-coding and labeling of any bleach-based and ammonia-based products, indicating they are not to be mixed with one another.

f. Specifies the following for cleaning tools and equipment:
    1. HEPA rated filters for vacuum cleaners.
    2. If carpet and woven upholstery are present, the cleaning methodology (based on manufacturer's recommendations), favoring hot water extraction if technically feasible.

3. Protocols for cleaning, maintenance and handling of waste accumulated in equipment (e.g., used vacuum cleaner bags).

g. Includes the following operational aspects:
    1. Use of cleaning and disinfection products, including dilutions (when needed) and ventilation requirements.
    2. On-site availability of current Safety Data Sheets (SDS) of cleaning and disinfection products, in languages spoken by the cleaning staff.
    3. Precautions to avoid slip hazards during and after floor cleaning.
    4. Safe disposal of waste, including soiled cleaning materials and PPE.

h. Outlines a training program that meets the following:
    1. Training covers cross-contamination prevention via hand hygiene, PPE, cleaning cloth replacement, cloth handling techniques and carrying systems to separate clean tools from dirty ones.
    2. Training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis.

Bidders are advised to meet the following Conditions.

1. Include color-coding for reusable and disposable cleaning cloths is in place and if separate cleaning of reusable cleaning materials from other clothing or products is specified. Provide a revised policy that addresses the requirements of sections d.2. and d.3.
3. Provide a policy that addresses the requirements of section g.4.
4. Provide a policy that includes training materials for PPE use, it is unclear if the training also covers cross contamination
prevention via hand hygiene, cleaning cloth replacement, cloth handling techniques and carrying systems to
separate clean tools from dirty ones. Provide a policy that addresses the requirements of section h.1.
5. Provide policy clearly indicating that training is delivered to all relevant personnel including building management, building operators and contracted cleaning staff, on an annual basis. Provide a policy that addresses the requirements of section h.2.

PROPOSAL FORM
JANITORIAL SERVICES

The contract period for this service shall be for a period of Twenty four (24) months commencing April 1, 2024 ending March 31, 2026 with an option for one (1) year additional year 2027, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid Annual $ _____

_____
(amount in words)

Options:

(1) Hourly rate for buffing Floors $ _____

$_____
(amount in words)

(2) Hourly rate for shampooing carpeting $ _____

$_____

(amount in words)

Company Name _____

Address _____

_____

Telephone # _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

THIS FORM MUST BE SUBMITTED BY THE BIDDER
(Enclose original bid and one copy, copy must be supplied on an external hard drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: _____
Print

Name of Contact Person: _____
Print

Correspondence Address (including zip code):

_____

_____

_____

Purchase Order Address (including zip code):

_____

_____

_____

Payment Address (including zip code):

_____

_____

_____

Telephone Number: _____

Fax Number: _____

E-mail Address _____

Employer I.D. or S.S. # _____

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- Business Registration Certification _____
- Bidder's Experience and Qualifications _____
- Statement of Ownership _____
- Affirmative Action Compliance Notice _____
- Bid Deposit (10% of bid not to exceed $20,000.00) required _____
- Completed Bid Proposal Form _____
- Iranian Disclosure Statement _____
- Acknowledgment of Addenda _____
- Political Disclosure Statement _____
- AMERICANS WITH DISABILITIES ACT OF 1990 _____

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

_____

_____

_____

Business Registration Certification

N.J.S.A. 52:32-44 requires that each vendor submit proof of business registration prior to a contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. l7:27-5.2.

(continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

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. 10:531, *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. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an 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 requi'ed 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.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date: _____

(Signature)

_____

(Name and Title)

_____

(Company Name)

_____

(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this_____ day of_____, 20____

Notary Seal

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: _____

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.

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda received. (please check off if no addenda received)

Acknowledged for: _____
(Company Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print)

Title: _____

Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:

_____
Signature of Vendor

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ _____ _____

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Essex

State: Governor

Legislative District #s: 26, 27, 28, 29, 34, & 40

State Senator and two members of the General Assembly per district.

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):

NONE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Exhibit “B”

BIDDER'S REQUIREMENTS CHECK LIST

The following is a checklist of items, which must be submitted by all interested parties with their proposal:

- Business Registration Certification ✓
- Bidder's Experience and Qualifications ✓
- Statement of Ownership ✓
- Affirmative Action Compliance Notice ✓
- Bid Deposit (10% of bid not to exceed $20,000.00) required ✓
- Completed Bid Proposal Form ✓
- Iranian Disclosure Statement ✓
- Acknowledgment of Addenda ✓
- Political Disclosure Statement ✓
- AMERICANS WITH DISABILITIES ACT OF 1990 ✓

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

Business Registration Certification

N.J.S.A. 52:32-44 requires that each vendor submit proof of business registration prior to a contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NATIONWIDE CLEANING & RESTORATION SERVICES INC
Trade Name:	
Address:	101 HUDSON STREET 21ST FLOOR JERSEY CITY, NJ 07302-0730
Certificate Number:	2383336
Effective Date:	September 20, 2019
Date of Issuance:	February 29, 2024

For Office Use Only:

20240229160551057

STATE OF NEW JERSEY

DIVISION OF TAXATION

SALES TAX COLLECTION SCHEDULE

RATE 6.625% EFFECTIVE JANUARY 1, 2018

Amount of Sale	Tax to be Collected	Amount of Sale	Tax to be Collected
$0.01 to $0.07	None	$5.82 to $5.96	.39
0.08 to 0.22	$0.01	5.97 to 6.11	.40
0.23 to 0.37	.02	6.12 to 6.26	.41
0.38 to 0.52	.03	6.27 to 6.41	.42
0.53 to 0.67	.04	6.42 to 6.56	.43
0.68 to 0.83	.05	6.57 to 6.71	.44
0.84 to 0.98	.06	6.72 to 6.86	.45
0.99 to 1.13	.07	6.87 to 7.01	.46
1.14 to 1.28	.08	7.02 to 7.16	.47
1.29 to 1.43	.09	7.17 to 7.32	.48
1.44 to 1.58	.10	7.33 to 7.47	.49
1.59 to 1.73	.11	7.48 to 7.62	.50
1.74 to 1.88	.12	7.63 to 7.77	.51
1.89 to 2.03	.13	7.78 to 7.92	.52
2.04 to 2.18	.14	7.93 to 8.07	.53
2.19 to 2.33	.15	8.08 to 8.22	.54
2.34 to 2.49	.16	8.23 to 8.37	.55
2.50 to 2.64	.17	8.38 to 8.52	.56
2.65 to 2.79	.18	8.53 to 8.67	.57
2.80 to 2.94	.19	8.68 to 8.83	.58
2.95 to 3.09	.20	8.84 to 8.98	.59
3.10 to 3.24	.21	8.99 to 9.13	.60
3.25 to 3.39	.22	9.14 to 9.28	.61
3.40 to 3.54	.23	9.29 to 9.43	.62
3.55 to 3.69	.24	9.44 to 9.58	.63
3.70 to 3.84	.25	9.59 to 9.73	.64
3.85 to 3.99	.26	9.74 to 9.88	.65
4.00 to 4.15	.27	9.89 to 10.00	.66
4.16 to 4.30	.28	Over $10	.66*
4.31 to 4.45	.29	Over $20	1.33*
4.46 to 4.60	.30	Over $30	1.99*
4.61 to 4.75	.31	Over $40	2.65*
4.76 to 4.90	.32	Over $50	3.31*
4.91 to 5.05	.33	Over $60	3.98*
5.06 to 5.20	.34	Over $70	4.64*
5.21 to 5.35	.35	Over $80	5.30*
5.36 to 5.50	.36	Over $90	5.96*
5.51 to 5.66	.37	Over $100	6.63*
5.67 to 5.81	.38	Over $200	13.25*

* On amounts above $10, the tax shall be $0.06625 on each full dollar of the amount of sale, plus the tax on each part of a dollar in excess of a full dollar in accordance with the above formula.

ST-75 (1-18)

NOTICE: The enclosed N.J. State Sales Tax Certificate of Authority (CA-1) is a permit to:

- Collect N.J. State Sales Tax
- Issue N.J. Resale Certificates (ST-3)
- Issue N.J. Exempt Use Certificates (ST-4)

The Resale and Exempt Use Certificates can be found at: http://www.nj.gov/treasury/taxation/prntsale.shtml
You must have a valid N.J. Sales Tax Certificate to collect Sales Tax or issue certificates.
If you are not subject to collect N.J. Sales Tax but need to issue Resale or Exempt Use Certificates, you can request to be placed on a "Non-reporting Basis." To be placed on a "Non-reporting Basis" you must complete Form ST-6205. This form can be obtained by downloading it at:
http://www.nj.gov/treasury/taxation/pdf/other_forms/sales/c6205st.pdf or by calling (609) 292-9292.

This Certificate of Authority (CA-1) must be displayed at your place of business.

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08695

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES AND USE TAX

pursuant to **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if there is any change in ownership or address.

John J. Ficara
Acting Director, Division of Taxation

NATIONWIDE CLEANING & RESTORATION SERVI(
101 HUDSON STREET
21ST FLOOR
JERSEY CITY, NJ
07302-0730

Tax Registration No: [redacted]
Tax Effective Date: 9/1/2019
Document Locator No: N0000322159
Date Issued: 9/19/2019

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Experience & Qualifications Questionnaire

CLEANING & JANITORIAL SERVICES, WATER & FLOOD DAMAGE MITIGATION, FIRE RESTORATION, SOOT CLEAN UP, MOLD REMEDIATION, POWER WASHING, PAINTING

Please provide at least 3 references below:

Name: Franklin Township **Phone:** 732.688.0453

Address: 475 Demott, Ln Somerset, NJ 08873

Equipment/Service Provided: Janitorial Services

Contract Amount: Dominik

Name: Binghamton University **Phone:** 607.777.3332

Address: 4400 Vestal Pkwy E Binghamton, NY 13902

Equipment/Service Provided: Cleaning Services

Contract Amount: Sacha Sigelman

Name: Township of Flemington **Phone:** 908.782.8840

Address: 38 Park Av. Flemington, NJ 08822

Salvador Carmelino

Equipment/Service Provided: MOLD REMEDIATION

Contract Amount: Michael Humphrey

Name: NY MTA **Phone:** 703.646.1111

Experience & Qualifications Questionnaire

Address: NEW YORK CITY SUBWAYS

Equipment/Service Provided: POWER WASHING, JANITORIAL SERVICES, DISINFECTING

Contract Amount: MAX - MTA SUPERVISOR

NATIONWIDE

CLEANING & RESTORATION SERVICES

1129 Northern Blvd, Suite 404, Manhasset, NY 11030
70 Church St, Flemington, NJ 08822

Phone: 929.332.5211
Company:
1.800.914.0135

scarmelino@nationwiderestore.com (Salvador)

WE ARE READY TO WORK ANYTIME

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL US

TABLE OF CONTENTS

Welcome to Nationwide Cleaning and Restoration Services	Page 3
Services	Page 5
Terms and Conditions	Page 7

WELCOME TO NATIONWIDE CLEANING AND RESTORATION SERVICES

Nationwide Cleaning and Restoration Services is a full service cleaning and restoration contractor as well a disaster recovery team, serving all 50 States. We specialize in providing professional cleaning services to commercial & residential clients.

Nationwide Cleaning and Restoration Services will provide you with the standards of cleanliness and restoration that your property requires, at a price that makes sense. And price, while important, is only one of the factors that must be considered when choosing your cleaning contractor.

What can Nationwide Cleaning and Restoration Services do for you?

1. Provide you with a clean, safe, and healthy environment for your customers and employees.

- Clean buildings project a first class image.
- Clean properties improve the longevity of the building.
- Healthy properties ensure a working environment free from contaminates.
- Healthy properties provide a safer workplace and decrease the number of worker' s comp claims due to slip/fall accidents and the spread of viruses.
- Healthy properties reduce the amount of sick time taken by employees working in the building.

2. Provide you with best cleaning & restoration services.

- 24 Hours Emergency Services.
- Leaders on Commercial & Residential Cleaning & Restoration Services Industry
- The Most Advanced Methods and Restoration Equipment.
- Our Technicians are trained on Cleaning & Restoration Industry.
- We can handle any job size, anytime.
- Some Services Water, Fire, Wind, Storm, Mold & Disaster Damage Restoration.

3. Offer you a full -service partnership for all your building maintenance needs.

- With our service, you' ll no longer have to worry about cleaning supplies and equipment, because we manage it all for you and provide our own supplies and equipment.

- We provide quick response to your needs and offer specialized cleaning services such as carpet spotting, carpet cleaning, hard floor care. window washing, and construction clean-up.

- We believe our most important asset is our people - the success of our business depends on them. Our people are well trained and well supervised. New employees are thoroughly screened. including criminal history checks.

- We believe that in order to achieve results for our customers, we need to keep our employees motivated to provide the best service available. Our employees are paid highly competitive wages; they participate in various incentive programs, and are rewarded for a job well done.

- To ensure die quality of our service, our customer service department will give you a call one or twice a month to see how is the service doing at your facility.

SERVICES WE OFFER

- EMERGENCY SERVICES 24/7
- Fire Restoration
- Water Damage & Flood Restoration
- Wind & Storm Damage
- Mold Remediation
- Disaster Recovery Team
- House Cleaning
- Office cleaning
- Apartment cleaning
- Business cleaning
- Residential cleaning
- Commercial cleaning
- Move-in/move- out cleaning
- Maid service
- Janitorial services and building maintenance
- Window cleaning
- Summer/spring cleaning
- Winter/fail cleaning
- Floor cleaning
- Carpet cleaning
- Laundry Services
- Packing arid unpacking help service
- Renovation cleaning
- Post construction cleaning
- Snow removal service
- Building maintenance
- Painting
- Power Washing
- Garbage Pickup/Waste Removal/Disposal
- EPA LEAD SALE CLEANING
- Reconstruction

March 2024

Dear City of West Orange,

Thank you for the opportunity to provide you with a proposal for your property. Your desire to find the best qualified contractor to partner with was most apparent in our initial meeting. I believe that you have before you a proposal that will exceed your high expectations.

At Nationwide Cleaning and Restoration Services we are proud to say that we do our job well and safely. We believe in achieving excellence in all that we do We also believe in providing our customers with professional service so they can rest assured that their business is in good hands. At Nationwide Cleaning and Restoration Services we guarantee that through efficient administration we will not any be competitive in terms of cost, but also will most certainly be the best-qualified contractor for the task at hand.

Thank you for the opportunity to bid on your cleaning and supply needs. If you have any questions, please don't hesitate to ask.

Sincerely,

Salvador Carmelino

Salvador Carmelino
Vice President of Nationwide Cleaning and Restoration Services Inc.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Nationwide Cleaning & Restoration Services

Organization Address: 101 Hudson st , 21st Fl, Jersey City, NJ 07302

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Dayana Badran	[redacted]
Salvador Carmelino	[redacted]

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of West Orange*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of West Orange*** to notify the ***Township of West Orange*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of West Orange*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Salvador Carmelino	Title:	Vice- president
Signature:	Salvador Carmelino	Date:	03/04/2024

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. 10:531, *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. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an 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.) X No

2. Do you have a State Certificate of Employee Information Report approval?

   Yes X_____ {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 requi'ed documentation pursuant to the law.

COMPANY: Nationwide Cleaning & Restoration Services NAME: Salvador Carmelino

SIGNATURE: *Salvador Carmelino* 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.

Certification 71348

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2023 to 15-JUL-2030

NATIONWIDE CLEANING & RESTORATION SERV INC
101 HUDSON STREET
JERSEY CITY NJ 07302

ELIZABETH MAHER MUOIO
State Treasurer

PROPOSAL FORM
JANITORIAL SERVICES

The contract period for this service shall be for a period of Twenty four (24) months commencing April 1, 2024 ending March 31, 2026 with an option for one (1) year additional year 2027, if acceptable by both parties. The undersigned states that they have carefully examined specifications, conditions, and instructions and hereby submits the following proposal:

Base Bid Annual $ 61,750.00

SIXTY ONE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS
(amount in words)

Options:

(1) Hourly rate for buffing Floors $ 50.00

$ FIFTY
(amount in words)

(2) Hourly rate for shampooing carpeting $ 40

$ FORTY

(amount in words)

Company Name	Nationwide Cleaning & Restoration Services
Address	101 Hudson st , 21st Fl, Jersey City, NJ 07302
Telephone #	929.332.5211
Authorized Signature	Salvador Carmelino
Print Name	Salvador Carmelino
Title	Vice- president
Date	03/04/2024

THIS FORM MUST BE SUBMITTED BY THE BIDDER
(Enclose original bid and one copy, copy must be supplied on an external hard drive)

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Nationwide Cleaning & Restoration Services
Print

Name of Contact Person: Salvador Carmelino
Print

Correspondence Address (including zip code):

101 Hudson st , 21st Fl, Jersey City, NJ 07302

Purchase Order Address (including zip code):

101 Hudson st , 21st Fl, Jersey City, NJ 07302

Payment Address (including zip code):

101 Hudson st , 21st Fl, Jersey City, NJ 07302

Telephone Number: 929.332.5211

Fax Number: 929.389.1957

E-mail Address scarmelino@nationwiderestore.com

Employer I.D. or S.S. # [redacted]

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: NATIONWIDE CLEANING & RESTORATION SERVICES INC

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:

X 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

X 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): Salvador Carmelino Signature: Salvador Carmelino

Title: Vice- president Date: 03/04/2024

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.

Addendum Number	Dated	Acknowledge Receipt (Initial)

[X] No addenda received. (please check off if no addenda received)

Acknowledged for: Nationwide Cleaning & Restoration Services
(Company Name)

By: Salvador Carmelino
(Signature of Authorized Representative)

Name: Salvador Carmelino
(Print)

Title: Vice- president

Date: 03/04/2024

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Township of West Orange, (hereafter "TOWNSHIP") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind of nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the contractor agrees to abide by any decision of the TOWNSHIP which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP, or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The TOWNSHIP shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the TOWNSHIP or any of its agents, servants, and employees, the *TOWNSHIP shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the TOWNSHIP from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

I acknowledge:

Salvador Carmelino

Signature of Vendor

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Nationwide Cleaning & Restoration Services		
Address:	101 Hudson st , 21st Fl		
City:	Jersey	State: New Jersey	Zip: 07302

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Salvador Carmelino	Salvador Carmelino	Vice- president
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Essex
State: Governor
Legislative District #s: 26, 27, 28, 29, 34, & 40
State Senator and two members of the General Assembly per district.

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town
Bloomfield Township
Caldwell-West Caldwell
Cedar Grove Township
Essex Fells Borough
Fairfield Township
Glen Ridge Borough
Irvington Township
Livingston Township
Millburn Township
Newark City
North Caldwell Borough
Nutley Town
Roseland Borough
South Orange-Maplewood
Verona Borough
West Essex Regional
West Orange Town

Fire Districts (Board of Fire Commissioners):
NONE

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder.

Date:

_____
(Signature)

Salvador Carmelino Vice- president
(Name and Title)

Nationwide Cleaning & Restoration Services
(Company Name)

101 Hudson st , 21st Fl, Jersey City, NJ 07302
(Address)

_____

(Corporate Seal)

Subscribed and sworn to before me

this_____ day of_____, 20____

Notary Seal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:	
Driscoll & Driscoll Insurance Agency, Inc. 41235 11th St West, Suite B Palmdale CA 93551	PHONE (A/C, No, Ext): (661)266-9390	FAX (A/C, No): (661)266-9391
	E-MAIL ADDRESS: Certs@driscollanddriscoll.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GuideOne National Insurance Company	
INSURED	INSURER B :	
Nationwide Cleaning & Restoration Services Inc 101 Hudson St Jersey City NJ 07302	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2422425244 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	Y	[redacted]	2/21/2024	2/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contr Pollution Liability	X	Y	ENV562015783-00	2/21/2024	2/21/2025	Per Occ / Agg	1 M / 2 M
A	Professional Liability			ENV562015783-00	2/21/2024	2/21/2025	Claims Made	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

Ross Driscoll Sr/DM

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State of New Jersey

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

1st YEAR PROVISIONAL CERTIFICATION

APPROVED

under the

Minority and Women Business Certification Program

This certificate acknowledges NATIONWIDE CLEANING & RESTORATION SERVICES INC as a Provisionally Certified Minority Women Business Enterprise (MWBE) that has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for one year.

In order for the certification to remain in effect after the provisional one year period, the business must submit a recertification application. The recertification application must be submitted not more than 60 days prior to the anniversary of the provisional certification approval.

If the business fails to submit the recertification application, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 10/26/2023
Certification Number: A0393-54

Expiration: 10/26/2024
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

112-24
March 26, 2024

RESOLUTION DIRECTING THE TERMINATION OF PENDING LITIGATION

WHEREAS, on January 10, 2023, the Township Council approved the Mayor's appointment of Richard D. Trenk, Esq. as Director of the Department of Law and Township Attorney by a vote of five (5) to zero (0); and

WHEREAS, on June 13, 2023, the Township Council adopted Resolution No. 232-23 seeking to remove or require that Mr. Trenk not approve the delegation of legal work to his law firm by a vote of three (3) to two (2) and not pay for certain legal services; and

WHEREAS, on July 24, 2023, the Mayor commenced an action before the Superior Court of New Jersey, Law Division, Essex County, captioned *In re Township of West Orange,* Docket No. ESX-L-004687-23 ("Litigation"); and

WHEREAS, on July 25, 2023, the Court entered a temporary restraining order maintaining the status quo and scheduling the matter for briefing and a hearing on the preliminary injunction; and

WHEREAS, the Honorable Jose Linares, Chief United States District Court Judge (Ret.), conducted a mediation session with the Mayor, Administration, and all members of the Township Council at no cost, which was unsuccessful; and

WHEREAS, the Township Council by a vote of three (3) to two (2) determined to retain Angelo J. Genova, Esq. of Genova Burns LLC with a cap of $17,500; and

WHEREAS, the Mayor retained Scott D. Salmon, Esq. of Jardim, Meisner, Salmon, Sprague & Susser, P.C. with a cap of $17,500; and

WHEREAS, the Genova Burns LLC exceeded the cap and the Township Council has subsequently retroactively approved various additional payments to Genova Burns LLC

which exceed approximately $50,000[1]; and

WHEREAS, the Mayor's counsel Scott Salmon, Esq. has operated within the cap[2]; and

WHEREAS, during the interim, the Township Attorney has continued to serve the Township of West Orange; and

WHEREAS, on March 19, 2024, the Court issued a thirty-two (32) page Opinion and Order granting a preliminary injunction and maintaining Richard D. Trenk, Esq. as Township Attorney and authorizing the continued use of his law firm to serve the Township of West Orange; and

WHEREAS, while the Opinion and Order constitute a "preliminary injunction," no additional law or facts have been referenced and voluminous argument and briefing has already occurred at substantial expense to the Township; and

WHEREAS, the Mayor strongly recommends that the Litigation and expenses related thereto be terminated at this time as not in the best interests of the Township; and

WHEREAS, the Township Council has determined that it is time to halt the further expenditure of funds;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Litigation shall be dismissed, with prejudice and without costs, as to all issues and all parties including the third-party complaint filed against Mr. Trenk and his firm and the law firms retained to represent the

[1] Through November 30, 2023, Genova Burns LLC invoiced $42,493.50. Additional invoices are outstanding in the amounts of $4,181.33 for December 2023; $273.51 for January 2024; and $5,354.84 for February 2024. The total of these invoices is $52,303.18

[2] Through December 31, 2023, Mr. Salmon's total invoices have been $9,488.27.

Mayor and Township Council be and are hereby directed to execute such documents to accomplish the end of the Litigation with provisions to be entered by the court to contain the provisions in the preliminary injunction Opinion and Order as a permanent injunction; and be it further

RESOLVED, that the Municipal Clerk be and is hereby directed to send a copy of this executed Resolution to Angelo J. Genova, Esq. and Scott D. Salmon, Esq. and take all other steps necessary and appropriate consistent herewith.

Karen J. Carnevale **Municipal Clerk**	**Bill Rutherford** **Council President**

Adopted: March 26, 2024

113-24
3/26/2024

RESOLUTION-CURRENT FUND APPROPRIATIONS AND APPROPRIATION RESERVE TRANSFERS PURSUANT TO N.J.S.A 40A:4-58

WHEREAS , N.J.S. 40A:4-58 provides for transfers between budget appropriations:

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange (not less than two thirds of the governing body affirmatively concurring) that transfers between Budget Appropriations and Between Appropriation Reserves made as attached:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

2023 Transfer Resolution					-
	-	-	**17,780.05**	**17,780.05**	-
DATE	Acct #	Department	From	To	Explanation
12/25/2023	08-2010-55-5011-999	Pool S&W		17,780.05	Transfer To Pool S&W shortfall
12/25/2023	08-2010-55-5022-501	Pool OE	301.32		Transfer From Pool OE Excess
12/25/2023	08-2010-55-5412-410	Pool OE	17477.73		Transfer From Pool OE Excess
12/25/2023	08-2010-55-5422-413	Pool OE	1		Transfer From Pool OE Excess

114-24

March 26, 2024

RESOLUTION-APPROPRIATION CANCELLATION
PURSUANT TO N.J.S.A 40A:4-60

WHEREAS , N.J.S.A. 40A:4-60 provides for the cancellation of unexpended balances;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange that the attached unexpended 2023 Capital Budget appropriation balances be cancelled:

Karen J. Carnevale
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

2023 Cancellations					
		321,226.00	321,226.00	-	
Date	Account #	Debit	Credit	Description	Explanation
12/25/2023	03-1995- - -		305,929.36	cancellation	
12/25/2023	03-2050- - -		15,296.64	cancellation	
12/25/2023	03-2661-21-0100-150	50,000.00		Bond Ordinance cancellation	
12/25/2023	03-2661-21-0100-170	31,195.43		Bond Ordinance cancellation	
12/25/2023	03-2661-21-0300-110	240,030.57		Bond Ordinance cancellation	

115-24
3/26/2024

RESOLUTION-TEMPORARY BUDGET APPROPRIATION
PURSUANT TO N.J.S.A 40A:4-19

WHEREAS , N.J.S.A. 40A:4-19 provides for temporary budget appropriations;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of West Orange does hereby authorize the attached 2024 temporary budget appropriations:

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

2024 Temporary Budget **115-24**

Account	Account Name	Amount
Current Fund		
01-2010-00-1001	MAYOR S&W	61,544.18
01-2010-00-1002	MAYOR O/E	1,171.15
01-2010-00-1201	TOWN COUNCIL S&W	32,778.38
01-2010-00-1203	TOWN COUNCIL O/E	17,477.86
01-2010-00-1402	TOWNSHIP LITIGATION O/E	144,524.32
01-2010-00-1501	TOWNSHIP CLERK S&W	124,783.58
01-2010-00-1502	TOWNSHIP CLERK O/E	19,631.98
01-2010-00-1701	LEGAL SERVICES S&W	25,987.50
01-2010-00-1702	LEGAL SERVICES O/E	43,082.29
01-2010-00-1902	PLANNING BOARD O/E	66,270.20
01-2010-00-1912	BOARD OF ADJUSTMENT O/E	2,484.53
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSION	36,019.73
01-2010-00-1922	SUPPORT OF BOARDS & COMMISSIONS	2,887.50
01-2010-00-1922	SUPPORT FOR BOARDS & COMMISSIONS	2,637.30
01-2010-00-1922	WO ARTS COUNCIL OE	1,312.50
01-2010-00-1922	SUPPORT FOR BOARDS AND COMMISSIONS	39.38
01-2010-00-1932	WASTE MANAGEM O/E	611,100.01
01-2010-00-1941	MUNICIPAL COURT S&W	208,099.79
01-2010-00-1942	MUNICIPAL COURT O/E	11,528.75
01-2010-00-1942	MUNICIPAL COURT OE	3,412.50
01-2010-00-1952	PUBLIC DEFENDER OE	9,594.84
01-2010-00-2001	BUSINESS ADMI S&W	65,154.60
01-2010-00-2002	BUSINESS ADMI O/E	92,828.96
01-2010-00-2201	PURCHASING S&W	100,802.63
01-2010-00-2202	PURCHASING O/E	2,309.43
01-2010-00-2301	INFORMATION TECHNOLOGY S&W	158,631.90
01-2010-00-2302	CENTRAL COPY/PRINT O/E	3,689.65
01-2010-00-2303	TELEPHONE COMMUNICATIONS O/E	164,322.17
01-2010-00-2304	CENTRAL MAILING O/E	40,497.14
01-2010-00-2305	CENTRAL INFORMATION TECHNOLOGY O/E	58,624.97
01-2010-00-2306	CENTRAL IT ONLINE SERVICES O/E	47,347.70
01-2010-00-2307	CENTRAL IT PD SERVICES O/E	214,953.40
01-2010-00-2308	CENTRAL IT FD SERVICES O/E	9,120.21
01-2010-00-2309	CENTRAL IT NON UNIFORM SERVICES O/E	32,321.30
01-2010-00-2532	CENTRAL INSURANCE - HEALTH	8,417,055.83
01-2010-00-2533	CENTRAL INS - UNEMPLOYMENT	44,241.32
01-2010-00-2534	CENTRAL INSURANCE- LIABILITY	586,220.69
01-2010-00-2535	CENTRAL INS - WORK-COMP	118,125.00
01-2010-00-2801	COLLECTORS OF S&W	123,125.63
01-2010-00-2802	COLLECTORS OF O/E	53,467.38

01-2010-00-2951	COMPTROLLER S&W	260,589.53
01-2010-00-2952	COMPTROLLER O/E	48,213.56
01-2010-00-2953	TREASURER O/E	1,359.50
01-2010-00-3001	PLANNING & DEV S&W	137,035.50
01-2010-00-3002	PLANNING & DE O/E	17,462.80
01-2010-00-3101	HOUSING CODE S&W	126,738.68
01-2010-00-4001	TAX ASSESSOR S&W	138,971.18
01-2010-00-4002	TAX ASSESSOR O/E	59.72
01-2010-00-5001	POLICE S&W	7,599,022.73
01-2010-00-5003	POLICE O/E	86,000.92
01-2010-00-6001	FIRE S&W	5,979,642.90
01-2010-00-6002	FIRE O/E	57,931.45
01-2010-00-6101	UNIFORM FIRE SAFETY S&W	14,831.25
01-2010-00-6102	UNIFORM FIRE SAFETY O/E	16,319.43
01-2010-00-6202	EMERGENCY MGT O/E	908.19
01-2010-00-7001	ENGINEERING S&W	278,835.38
01-2010-00-7002	ENGINEERING O/E	4,508.63
01-2010-00-7101	BUILDING & PROPERTY O/E	203,253.89
01-2010-00-7202	SHADE TREE O/E	147,131.25
01-2010-00-7401	PUBLIC WORKS S&W	1,567,645.28
01-2010-00-7502	STREET SALT & CHLORIDE O/E	601,193.23
01-2010-00-7503	STREET CLEANING AND DRAINAGE O	7,434.85
01-2010-00-7504	STREET REPAIR O/E	34,391.93
01-2010-00-7505	STREET SERVICE & TRAFFIC O/E	1,783.85
01-2010-00-7506	PARKING FAC MAINT & REPAIR O/E	1,466.05
01-2010-00-7802	SANITATION O/E	6,617.95
01-2010-00-7803	SEWER & PUMP STATIONS O/E	36,283.24
01-2010-00-7902	CENTRAL AUTOMOTIVE O/E	268,733.72
01-2010-00-8051	GENERAL HEALTH SERVICES S&W	320,913.60
01-2010-00-8052	GENERAL HEALTH SERVICES O/E	12,146.73
01-2010-00-8101	SENIOR BUSING S&W	135,557.10
01-2010-00-8102	SEN CITIZEN TRANS O/E	209.04
01-2010-00-8401	ANIMAL CONTROL S&W	69,028.05
01-2010-00-8402	ANIMAL CONTROL O/E	1,147.04
01-2010-00-8601	SEN CITIZEN HEALTH CTR S&W	78,751.05
01-2010-00-8602	SEN CITIZEN HEALTH CTR O/E	2,192.95
01-2010-00-8761	RETIRED CITIZENS PROGRAM S&W	100,650.90
01-2010-00-8762	RETIRED CITIZENS PROGRAM O/E	9,823.08
01-2010-00-8902	GARBAGE-TRASH DISPOSAL FEE	892,500.01
01-2010-00-8902	GARBAGE-TRASH COLLECTION FEE	838,988.50
01-2010-00-8902	GARBAGE-ADDED REFUSE COLLECTION	557,200.00
01-2010-00-8902	GARBAGE-TRASH REMOVAL O/E	39,375.00
01-2010-00-8902	GARBAGE-TRASH ROLL OFF CONTAINERS	10,500.00
01-2010-00-9002	COMMUNITY SERVICES O/E	52,395.00
01-2010-00-9101	PARKS & PLAYGROUNDS S&W	340,962.30
01-2010-00-9102	PARKS & PLAYGROUNDS O/E	89,639.74

01-2010-00-9302	CELEBRATION OF PUBLIC EVENTS	38,278.12
01-2010-00-9401	CONSTRUCTION S&W	383,782.35
01-2010-00-9402	CONSTRUCTION O/E	12,075.83
01-2010-00-9500	ELECTRICITY O/E	323,348.07
01-2010-00-9501	STREET LIGHTING - IN C O/E	282,194.25
01-2010-00-9501	CONDO STREET LIGHTING O/E	59,055.75
01-2010-00-9502	FUEL O/E	266,811.00
01-2010-00-9504	WATER- O/E	24,617.90
01-2010-00-9505	FIRE HYDRANT SERVICE O/E	420,000.00
01-2010-00-9610	JITNEY BUS Program	180,083.27
01-2010-00-9611	SALARY ADJUSTMENT S&W	2,625.00
01-2010-00-9612	NJSLOM	2,005.24
01-2010-00-9613	MEDICAL TRANSPORT BILLING SERV	163,916.96
01-2010-00-9614	CONTINGENT O/E	525.00
01-2010-00-9902	PERS O/E	713,919.68
01-2010-00-9903	FICA O/E	582,750.00
01-2010-00-9905	P&F RET SYSTEM O/E	3,873,196.43
01-2010-00-9907	DEFINED CONTRIBUTION RET. O/E	18,375.00
01-2010-00-9908	457 CONTRIBUTION PLAN	207,773.48
01-2010-01-1000	PENDING RETRO non payroll	398,699.18
01-2010-02-1006	JOINT OUTLET SEWER M O/E	3,371,078.01
01-2010-02-1007	MAINT.FREE PUBLIC LIBRARY O/E	3,599,615.11
01-2010-02-1008	TAX APPEALS PENDING O/E	650,000.00
01-2010-04-1004	ESSEX FELL HEALTH ILSA S&W	11,737.00
01-2010-06-1002	CAPITAL IMPROVEMENT FUND	500,000.00
01-2010-07-1002	DEBT SERVICE O/E -BOND PRINCIPAL	4,670,000.00
01-2010-07-1003	DEBT SERVICE O/E - BAN PRINCIPAL	436,077.94
01-2010-07-1004	DEBT SERVICE O/E -BOND INTEREST	974,462.50
01-2010-07-1005	DEBT SERVICE O/E -BAN INTEREST	3,017,914.96
01-2010-07-1006	DEBT SERVICE O/E -NJEIT PRINCIPAL	277,159.26
01-2010-07-1007	DEBT SERVICE O/E -NJEIT INTEREST	31,554.80
01-2010-08-1004	DEFERRED CHARGES-OUT OF CAP	1,063,623.40
01-2010-10-1002	RESERVE FOR UNCOLLECTED TAXES	2,351,918.43
	Total	61,864,728.65

POOL UTILITY

08-2010-55-5011	POOL S&W	85,324.70
08-2010-55-5022	POOL OE	42,961.80
08-2010-55-5412	FICA	5,981.58
08-2010-55-5422	NJ UMEMPLOYMENT INS	0.53
	Total	**134,268.61**

116-24
March 26, 2024

RESOLUTION

RESOLUTION AWARDING A CONTRACT TO FIRE & SAFETY, INC. THROUGH USE OF THE H-GAC NATIONAL COOPERATIVE PURSUANT TO N.J.S.A. 52:34-6.2

WHEREAS, the Township of West Orange ("Township") Fire Department is charged with the responsibility of fire suppression, protection and prevention within the Township; and

WHEREAS, in order to fulfill their mandated responsibly, apparatus must be purchased to maintain optimal efficiency; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units to purchase goods or to contract for services through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit with the State of New Jersey or within any other state, when available; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, the Township Council, by Resolution No.178-14 dated September 23, 2014, authorized membership with said H-GAC, a recognized National Cooperative, thus becoming a member; and

WHEREAS, the Purchasing Agent published on March 05, 2024 a Notice of Intent, pursuant to the Local Finance Notice 2012-10 to utilize the H-GAC Cooperative Contract No. FS12-23 to purchase One (1) Pierce base model 23P-104 Saber Pumper-1022 and provided a comment period to allow vendors a mechanism to provide alternate proposals; and

WHERAS, there were no responses from other vendors; and

WHEREAS, the Township's Fire Department did due diligence comparing multiple companies on the H-GAC Cooperative contract FS12-23 for a Fire Pumper and recommends Fire & Safety Services, located 200 Ryan Street, South Plainfield, New Jersey 07080, as the best company to meet the Fire Departments needs and budget (see Exhibit "A").

WHEREAS, consistent with the H-GAC cooperative purchasing contract and the needs of the Township, Fire & Safety Services has submitted a proposal with an 80% prepayment option which to provide the Township an addition savings and result in the total cost of $760,437.08 for One (1) Pierce base model 23P-104 Saber Pumper-1022, see attached cost sheet "Exhibit A".

NOW, THEREFORE BE IT RESOLVED, by the West Orange Township Council the following:

1. The Township shall receive from Fire & Safety Services, all supplemental documentation which complies with the laws of the State of New Jersey for entities awarded a contract by a public entity.

.

2. The Township Purchasing Agent be authorized to enter into a contract on behalf of the Township and a purchase order issued.

3. The Township's Chief Financial Officer certifies sufficient funds are available for said procurement in the amount of not to exceed $760,437.08.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Bill Rutherford
Council President

Adopted: March 26, 2024

I hereby certify funds are available from Account: Capital Account No. 03-2829-23-0600-010

John O. Gross, Chief Financial Officer

EXHIBIT "A"

West Orange Fire 1500 GPM Triple Combination Pumper (HGAC Pricing)

	Pierce	E-One	Ferrara
Motor	Paccar MX13 pre-2027	Cummings ISX 12 pre-2027	Cummings ISX 15 pre 2027
Horsepower	510 Hp	500 Hp	550 Hp
Torque	1850	1650	1850
MPH on 6 % grade(280)	49.5 mph	46 mph	44 mph
Cramp Angle	50	45	45
Wheel Base	181"	182	185"
GVW	44000	47000	46500
Approach Angle	Unknown*	12	10.9
Departure Angle	Unknown*	13	14
Overall Length	359"	378	382"
Overall Height	119"	114"	114
Booster Tanks Size	750 gallon	750	500gal
Delivery time	20 Months	15 Month	10 to 12 months
HGAC Price	$766.445.47	$815,604.00	$910,786.00
5 Year Extended Warranty	$35,000	$51,936	$52,000
5 Years of Preventative Maintenance	$15,000	$9,000	$10,600
Total	$816,445.47	$876,540.00	$973,386.00
Discounts	80% Pre Pay Discount $56,008.39	75% Pre Pay Discount $14,600.00	
Total With Discount	$760,437.08	$861,940.00	$973,386.00

200 RYAN STREET
SOUTH PLAINFIELD,
NJ 07080
PHONE: 800-400-8017
WWW.F-SS.COM

FIRE & SAFETY SERVICES

FIRE, MARINE
& TACTICAL
APPARATUS
• SALES
• SERVICE
• PARTS

February 26, 2024

Township of West Orange (NJ)

Dear Chief Vecchio:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program. This is being issued in the name of Fire & Safety Services as prime contractor for all orders. See end of this letter for terms and conditions that are included in the proposal binder but provided here as well.

This letter serves as the quote under the HGAC Contract FS12-23. For this unit we used the base model 23P-104 Saber Pumper- 1022.

Pursuant to the regulations established under the HGAC program, we modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of **$816,445.47** for the unit.

***NOTE:** Pricing expires on 4/30/2024.

Currently this apparatus would be ready for final inspection at Pierce Mfg. in approximately 27-31 months. Due to global supply chain restraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to Fire & Safety Services Ltd., issued by, you, the customer. Fire & Safety would then send a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. We would also coordinate all paperwork with the manufacturer to start the order with them. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions, please do not hesitate to contact us directly or your area sales representative, Bill Ring.

Please see IMPORTANT terms and conditions on Page #2 of this document.

Very truly yours,
David L. Russell
David L. Russell
President

Pierce.

TERMS AND CONDITIONS:

FORCE MAJUERE:
Bidder shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Bidder's control, which makes the Bidder's performance impracticable, including, but not limited to civil wars, insurrections, strikes, riots, storms, floods, other acts of nature, explosions, earthquakes, accidents, any acts of government, delay in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities, or completed products, failure to obtain any required license or certificates, act of God or the public enemy or terrorism, failure of transportations, vehicle accidents during manufacturing and/or testing, and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruptions of work

TRADE-IN (IF APPLICABLE):
The apparatus being traded shall conform to the following requirements (no exception):

1) The unit(s) is roadworthy at time of sale and has no hidden defects that are known to the Purchasing Authority or the Fire Department and not disclosed that would make the unit unfit for service.
2) The unit is not advertised for sale in any manner or fashion, by any means, or offered for sale to any other parties, either wholesale or retail. In the event that this unit is listed, marketed, advertised or displayed to a used fire apparatus broker, dealer, or firm involved in the sale of used fire apparatus; this offer shall immediately become null and void.
3) All of the basic and affixed equipment is included as specified on the sheet sent to us at time of sale. This includes warning lights and sirens (electronic and/or mechanical) and any other basic equipment provided by the Purchasing Authority or Fire Department.
4) The fire pump will pass a certified pump test in accordance with NFPA Standard 1911 to its original rated capacity and the booster tank does not leak at time of sale. The aerial ladder, if so equipped, shall pass an aerial certification in accordance with NFPA Standard 1914 at time of sale. **NOTE: A current (within 30/60 days prior to release date) certification MUST BE PROVIDED to the dealer and/or its approved vendor at time of transfer (NO EXCEPTION).** Time of Sale is defined as the actual date the transfer of the vehicle occurs form the Purchasing Authority and/or Fire Department to the buyer. **The Purchasing Authority and/or Fire Department are solely responsible for the costs of any and all repairs to ensure that the terms of this paragraph are met.**
5) A unit with a light tower mush have the light tower fully functional at time of transfer unless otherwise agreed upon at the time of quotation of trade-in price.
6) The apparatus tires shall not be more than 7 years old and shall have a minimum tread depth of 4/32 on steering axles and 2/32 on non-steering axles with no punctures, cuts to the cord, bulges or sidewall separation. This is in compliance with the requirements of the FMVSS and NFPA guidelines.
7) The apparatus shall be made available to Fire & Safety Services, Ltd. and/or its approved vendor at the time of delivery of the new apparatus. In no case shall the trade-in be left at the fire station for more than 14-days after delivery of the new apparatus. Once the new apparatus has been delivered the trade-in is now property of Fire & Safety Services, Ltd. and/or its vendor. Any damages occurring to this apparatus during this period shall be responsibility of the Purchasing Authority and/or Fire Department that is utilizing the vehicle during this time frame.

Failure to comply with any of these provisions will result in a reduction of the trade-in allowance commiserate to the cost to correct such deficiencies. Purchasing Authority will be solely responsible for making up any difference between trade-in quote allowance and deductions in this circumstance.

PERSISTENT INFLATIONARY ENVIROMENT:
If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order the order pursuant to the cancellation provisions below if the updated price isn't accepted.

CANCELLATION/TERMINATION:
In the event Customer and Fire & Safety Services, Ltd. enter into a Purchase Agreement and the Customer thereafter cancels, or terminates the Purchase Agreement; Fire & Safety Services, Ltd. will charge a cancellation fee as follows: a) 10% of Purchase Price after order is accepted and entered by Fire & Safety Services, Ltd; b) 20% of Purchase Price after completion of the pre-construction phase of order process and prints are reviewed and executed; c) 50% of Purchase Price after the requisition of any materials or commencement of any manufacturing or assembly of the product by either Fire & Safety Services, Ltd, or the manufacturer of the product. The tier of cancellation fee applicable to any cancellation shall be in the sole and absolute discretion of Fire & Safety Services, Ltd.

WARRANTIES:
Fire & Safety Services Ltd. makes no warranties express, implied, or otherwise of *ANY KIND*. The only warranties applicable to the vehicle are those provided by the Manufacturer of the Product and/or the component manufacturers as provided in the proposal binder and at time of delivery.

TITLE AND REGISTRATION:
Due to regulations covering Municipal and emergency vehicles, titling and registration of the vehicle are solely the responsibility of the Purchasing Authority and/or the Fire Department. Fire & Safety Services, Ltd. is NOT responsible for the titling or registration of the vehicle but will assist in any manner necessary.

PAYMENT:
Payment of the apparatus is due at time of delivery. If an early payment, in whole or in part, has been made, that payment along with any applicable credit for the payment will be reflected in the final invoice which will be provided at least two (2) weeks prior to estimated delivery. If tool/equipment mounting is part of the sale of the apparatus the mounting of said equipment will not delay the delivery or payment of the apparatus. Should the customer wish, they may withhold the amount quoted for tool mounting until such time as it is completed, but the apparatus will be paid for when all prep work is completed.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-23	Date Prepared:	2/26/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Township of West Orange (NJ) Bid#949	Contractor:	Fire & Safety Services
Contact Person:	Chief Anthony Vecchio	Prepared By:	Robert Emery- Director of Sales
Phone:	973-325-4175	Phone:	800-400-8017
Fax:	973-669-1080	Fax:	908-412-0513
Email:	FireChief@westorange.org	Email:	remery@f-ss.com

Product Description	23P-104	Saber Pumper- 1022

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $837,717.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$59,197.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-$80,468.53

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	-9%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	816,445	=	Subtotal D:	$816,445.47

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Dealer to Pay HGAC Fee	-$2,000.00		
		Subtotal F:	-$2,000.00

Delivery Date:	27-31 Months from PO	G. Total Purchase Price (D+E+F):	$816,445.47

Respondent:		**Pierce - ARFF**		
Code or Part No.	Quantity	Option Description	December 2023 Published Pricing	Customization
160	1	EVS 3000 to 4000	$13,272.00	
226	1	PacTrac or Peg in cab	$1,260.00	
254	1	Mounting plate on engine tunnel	$693.00	
287	1	Spare 12 volt power (each)	$219.00	
295	1	Camera System Rear only	$1,982.00	
311	1	Kussmaul Charger	$2,546.00	
318	1	Auto-eject 20 amp	$753.00	
336	1	12 volt LED Scene - A	$1,798.00	
346	4	12 volt LED Flood Recessed or surface (per light) A	$12,028.00	
365	2	Additional Hosebed Divider	$1,490.00	
388	1	Running Board Trough Floating	$2,510.00	
422	9	Adjustable Comp. shelves	$2,511.00	
425	4	Floor Tray	$4,564.00	
438	1	Swing-out tool board	$3,266.00	
480	1	2.5" Discharge	$4,289.00	
488	1	Preconnect 2.5 or 3" plumbing - Speed or Cross	$5,755.00	
543	1	Airhorn at activation pump panel	$261.00	
805934	1	Engine, PACCAR MX13, 510 HP, 1850 lb-ft, EPA 2024 Engine		-$76,574.13
632413	1	Cab, Saber FR, 6010		-$3,894.40

		Base Bid	$837,717.00	
		Published Options	$59,197.00	
		Total Published Options	$896,914.00	
		Unpublished Options	-$80,468.53	-9%
		Total Options w/o HGAC Fee	$816,445.47	

Optional Credits

Township of West Orange

Enforcer Pumper

OPTIONAL CREDITS

The following optional credits are available. Please note these are only options and are in no way required to obtain the price. If the option is not selected the full bid price is due on delivery of the apparatus.

80% PREPAYMENT WITH CONTRACT

The purchaser may at their option make a full prepayment at contract. If the payment is made according to the terms, an additional interest credit will be issued reducing the total purchase price.

Contract Price: $816,445.47
Amount due with Contract: 653,156.38
Discount Amount: ($56,008.39)
Amount Due at Pick Up: $107,280.70

*Note- The payment information depicted above does not take in account any changes made during the build process of the apparatus. Should any additions and/or subtractions be made, those charges and/or credits will be shown on the final invoice for the apparatus.

NOTE- Prepay Discount is valid thru: 4/30/2024

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-23.1, TURN PROHIBITIONS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-23.1, Turn Prohibitions, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition):**

Intersection	Turn Prohibited	Hours/ Days	Movement Prohibited
Pleasant Valley Way and Greenwood Avenue	**Left**	**7AM-9AM and 2PM-4PM M-F**	**Northbound on Pleasant Valley Way to Westbound on Greenwood Avenue**

Section 2. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and approved by the County of Essex, Board of Chosen Freeholders.

SUSAN MCCARTNEY, MAYOR

BILL RUTHERFORD,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

INTRODUCED: March 12, 2024

ADOPTED: March 26, 2024

LEGISLATIVE HISTORY

This Ordinance will prohibit left turns from Pleasant Valley Way northbound to Greenwood Avenue westbound during School Hours at both West Orange High School and Kelly Elementary School. This Prohibition was requested by residents of Greenwood Avenue who experience traffic congestion from parents making U turns in their driveways in order to drop off their students at the nearby schools, and drivers trying to skip the traffic light at Eagle Rock Avenue. At these times of day, there is already traffic congestion in the neighborhood from local residents leaving for work and school busses. This Ordinance is designed to make traffic safer in the neighborhood.

2845-24

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS AND SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, as follows:

Section 1. Subsection 7-13 Parking Prohibited at All Times on Certain Streets of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition)**:

Name of Street	Side	Days	Location
High Street	**West**	**All**	**Starting 265 feet south of the southerly curbline of Samuel Street extended, and extending 14 feet south.**

Section 2. Subsection 7-32.2 Restricted Parking Zones of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows: (*italic type denotes deletion,* **bold type denotes addition)**:

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	Side	No. of Spaces	Location
14 Washington Street	**South**	**1**	**Beginning 115 feet east of the easterly curbline of Watchung Avenue extended, and extending 20 feet east.**

16 Llewellyn Avenue	**South**	**1**	**Beginning 279 feet west of the westerly curbline of Main Street extended, and extending 20 feet west.**
77 Kirk Street		**1**	**Beginning 124 feet east of the easterly curbline of Grant Terrace extended, and, extending 20 feet east.**

Section 3. If any provisions of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 4. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 5. This Ordinance will take effect upon final passage, publication in accordance with law.

_____
SUSAN MCCARTNEY, MAYOR

_____
BILL RUTHERFORD,
COUNCIL PRESIDENT

_____
KAREN J. CARNEVALE, R.M.C.
MUNICIPAL CLERK

INTRODUCED: March 26, 2024

ADOPTED: April 9, 2024

LEGISLATIVE HISTORY

The Ordinance, which amends the Traffic Regulations of the Township, establishes a No Parking Zone in front of 14 High Street. The street area in front of this home is too narrow to park a vehicle safely. Due to the premium on parking spaces in the area, large vehicles are parking illegally and blocking residential driveways. Additionally, this Ordinance responds to requests from handicapped residents who reside at 14 Washington Street, 16 Llewellyn Avenue and 77 Kirk Street. By adopting this Ordinance, the Township will establish handicapped parking stalls adjacent to these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. These stalls are still subject to other parking regulations and prohibitions on their streets.

Draft 2/7/24—Administration Revisions to the Amended Tree Removal Ordinance

AN ORDINANCE REPEALING CHAPTER 25, SECTION 27 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE AND ESTABLISHING CHAPTER ___ FOR ENVIRONMENTAL PROTECTION (TREE PROTECTION, REMOVAL AND REPLACEMENT)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 25, Section 27 of the Revised General Ordinances of the Township of West Orange be and are hereby **repealed** and **replaced** with the newly established Chapter ___ Section ____ of the Revised General Ordinances of the Township of West Orange, which establishes a Chapter dedicated to environmental protection in the Township of West Orange, and shall state as follows:

§___-1: Title

This Section shall be known as the "Tree Protection, Removal and Replacement Ordinance of the Township of West Orange"

§___-2: Findings and Purpose

a. The tree canopy in the Township of West Orange is dramatically declining and will continue to decline in future years. The Township of West Orange finds that: trees are among the Township's most valuable natural resource assets, greatly enhancing the appearance of the Township and contributing to its suburban residential character; the integrity of Township and regional water resources is substantially affected by development on constrained land (e.g., steep slopes, wetlands and reduced depth to groundwater), tree removal, soil disturbance, stormwater management and the general use of land resources; the preservation, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation, reduces stormwater runoff and the potential damage it may create, increases groundwater recharge thus enhancing the groundwater supply to streams and wetlands and the yield of water supply wells, aids in the removal of pollutants from the air and assists in the generation of oxygen, provides a buffer and screen against noise and pollution, provides protection against severe weather, dramatically reduces "urban heat effect," aids in the control of drainage and restoration of denuded soil subsequent to construction or grading, provides a haven for birds and other wildlife and otherwise enhances the environment, protects and increases property values, conserves and enhances the Township's physical and aesthetic appearance, and generally protects the public health, mental health, and safety as well as the general welfare.

b. Numerous governmental, professional, educational and business sources have cited the importance of trees to our well-being: "One acre of forest absorbs six tons of carbon dioxide and puts out four tons of oxygen, enough to meet the annual needs of 18 people." (U.S. Department of Agriculture). In one study, 83% of realtors expressed the belief that mature trees have a "strong or moderate impact" on the salability of homes listed for

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under $150,000 and on homes listed for over $250,000 this perception increased to 98% (American Forests, Arbor National Mortgage). Healthy, mature trees are said to add an average of 10% to a property's value (USDA Forest Service). "Landscaping, especially with trees, can increase property values as much as 20%." (Management Information Services/ICMA). "The net cooling effect of a young, healthy tree is equivalent to 10 room-size air conditioners operating 20 hours a day." (U.S. Department of Agriculture). "If you plant a tree today on the west side of your home, in five years your energy bills should be 3% less. In 15 years the savings will be nearly 12%." (Dr. E. Greg McPherson, Center for Urban Forest Research). "Trees properly placed around buildings can reduce air conditioning needs by 30% and can save 20% to 50% in energy used for heating." (USDA Forest Service). "In laboratory research, visual exposure to settings with trees has produced significant recovery from stress within five minutes, as indicated by changes in blood pressure and muscle tension." (Dr. Roger S. Ulrich, Texas A&M University).

c. The purpose of this section is to protect and foster the existence and health of trees growing within the Township's borders, to preserve the maximum possible number of trees in the development of a site or lot; to protect specimen trees; to encourage innovative design and grading to promote the protection of existing trees, and to prevent indiscriminate, uncontrolled and excessive removal and cutting of trees, as well as land use activities inconsistent with accepted arboricultural practices, that contribute to the destruction or result in permanent injury to trees upon lots and tracts within the Township. The standards and procedures established by this chapter are intended to furnish criteria for the use of Township personnel, boards, committees, commissions and officers in evaluating applications involving tree removal for site plan, subdivision and other development approvals. They are further intended to inform those with interests in real property in the Township of the requirements for trees located in the Township. The purpose of this section is to protect trees, the environment, and owners of real property who would be affected adversely by the removal of trees from property belonging to another person. The issuance of permits is a procedure designed to effectuate these goals.

Deleted: In addition, the Tree Replacement Fund in no way relieves the Township from a yearly budgetary allocation dedicated to planting new trees in the Township.¶

§___-3 (Definitions)

The following definitions shall apply to this chapter:

APPLICANT—Owner of property or person with authority to apply for a Tree Removal and Replacement Permit on any Lot.

APPEAL—The process by which an applicant may contest the grant or denial of a tree removal and replacement permit. Appeals shall be considered by the Township of West Orange Land Use Board in accordance with § 7, herein.

BUILDING—Any structure constructed for the support, shelter, enclosure of persons, animals, and/or a combination of materials containing a roof that is used to form a structure for either use, occupancy, and/or habitation.

CONSERVATION EASEMENT — A legal covenant restricting the use of land or natural features of the land that is described in the property deed and shown on a filed plat.

CROWN REDUCTION—Pruning (as defined herein) of the tree reducing the height or scope of the tree.

DBH — The measurement of the diameter of the trunk of a tree planted in the ground taken 4.5 feet from ground level on the uphill side of the tree.

DEVELOPMENT APPLICATION — An application filed with the Land Use Board pursuant to the Municipal Land Use Law and the Township land development ordinances for approval of a subdivision plat, site plan, planned development, conditional use, zoning variance or direction of the issuance of a permit pursuant to N.J.S.A. 40:55D-34 or N.J.S.A. 40:55D-3.

DRIP LINE — A vertical line extending from the outermost edge of the tree canopy or shrub branch to the ground beneath.

EMERGENCY CONDITIONS—Shall mean when trees are hazardous and the Township Forester and/or a Qualified Tree Expert determines that the non-viable tree will cause an unacceptable risk of damage to person or property because of extreme wind, stormwater or other weather events.

EMERGENCY TREE REMOVAL FORM—A form completed by the Applicant provided to the Township which shall be submitted to the Township Forester if tree(s) are removed under Emergency Conditions pursuant to this Chapter.

ENDANGERED OR THREATENED SPECIES — Any species of tree or animal which has been determined by the Federal Fish and Wildlife Service or the State of New Jersey to be endangered or threatened.

Deleted: Township Planning Board or Board of AdjustmentLand Use Board

Deleted: AND REPLACEMENT

Commented [SG1]: Revisions were made because non-viable trees are a safety hazard to the public.

Deleted: Trees removed under emergency situations must be replaced in accordance with the requirements of this Ordinance.

IMPROVED LOT — A parcel of land with a building or other physical improvements.

LAND USE BOARD — The Planning Board or Zoning Board of Adjustment of the Township of West Orange.

LOT—A designated parcel, tract of land established in the record as of local and county registers of deeds by plat, deed, subdivision, zoning lot of record, or as otherwise permitted by law.

MAJOR TREE — A tree species with a mature height of at least 50 feet.

MINOR TREE — An evergreen tree, ornamental tree or other small tree that is not defined as a Major Tree.

NONVIABLE TREE — A hazardous tree that a Qualified Tree Expert and/or the Township Forester determines is dead, dying or otherwise non-viable.

PERSON — The owner of a parcel of real estate or any other individual, group, company, firm, corporation, partnership, association, society or other legal entity.

PROPERTY LINE TREE—Shall mean a tree whose tree-trunk is on more than one Lot and/or on the boundary of the Lot.

QUALIFIED TREE EXPERT — A New Jersey Licensed Tree Expert pursuant to N.J.S.A. 45:15C-11 *et seq.* and is registered by the Township.

REPLACEMENT TREE — A native tree species approved by the Township Forester and of nursery grade, properly balled and burlapped, untreated with herbicides or pesticides and meeting the minimum measurements of a major or minor tree.

SPECIES — The common name of a tree.

SPECIMEN TREE — A tree in good health of unusual or exceptional form, size, age or shape for its species, including but not limited to those included on New Jersey's Big Tree List, or database, published and coordinated by the New Jersey Forest Service, or having a champion tree point total (girth in inches plus height in feet, plus one quarter of average crown spread in feet) within 10% of the point total of a tree of the same species listed in New Jersey's Big Tree List, published in "New Jersey's Big Trees," by the New Jersey Forest Service.

STRUCTURE — A combination of materials to form a construction for occupancy, use or ornamentation, whether installed on, above or below the surface of a parcel of land,

Deleted: INVASIVE VINE—Non- native vine that will climb up the tree and cause damage to the tree.¶
¶

Deleted: ¶

Deleted: PRUNING—Pruning is the selective removal of branches or limbs of a tree. …¶
¶

Deleted: ¶

including but not limited to homes, buildings, above-ground tanks, pools, sheds, signs, fences, and towers.

STREET TREES OR SHADE TREES—A tree planted in a Township right-of-way within ten (10) feet of a curb.

TOWNSHIP FORESTER—The Township-designated person primarily responsible for enforcing this chapter and who is qualified to do so by having the status of a Qualified Tree Expert; appointed by the Township of West Orange to implement this chapter and to carry out other related responsibilities as the Township may provide, including, but not limited to, developing and recommending (i) Township Woodlands Retention and Protection Plan; (ii) Township Tree Inventory; and (iii) Planting Schedule.

TREE — A self-supporting perennial woody plant having a diameter of at least 4 inches measured at a point 4.5 feet (or 54 inches) from the ground at the base of the tree on its uphill side.

TREE CANOPY—Tree canopy means the layer of leaves, branches, and stems of trees that cover the ground when viewed from above and that can be measured as a percentage of a land area shaded by trees.

TREE REMOVAL NEIGHBOR NOTIFICATION FORM – A form required to be completed by an Applicant seeking to remove any trees which must be mailed and/or hand delivered to the contiguous Lots to where the tree is being removed.

TREE REMOVAL AND REPLACEMENT APPLICATION—A form completed by the Applicant provided by the Township which shall be submitted to the Township Forester in accordance with Chapter **XXX**, § 5.

TREE REMOVAL AND REPLACEMENT PERMIT—A permit issued by the Township Forester to an Applicant who complies with all tree removal and replacement procedures set forth in this Chapter.

TREE REPLACEMENT TRUST FUND—A dedicated fund established pursuant to this chapter. The purpose of the fund is to permit any applicant Applicant who removes a viable tree and demonstrates lack of feasibility in replanting replacement trees on-site the ability to pay a fee to the Fund. The amount of the fee that the applicant shall contribute must be made in accordance with the provisions of this chapter; specifically Chapter **XXX**, § 8.

VOLCANO MULCHING—Piling mulch against the trunk of a tree in the shape of a volcano causing tree roots to circle the trunk and subsequently weaken the tree. Thus, the tree root flare, which is the connection with the trunk root and the surface of the ground, shall remain visible at all times.

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Commented [SG4]: The standard definition of a tree is 4 inches in diameter measured at a point 4.5 feet (54 inches) from the ground at the base of the tree.

Deleted: TREE OF HEAVEN—(Alianthus altissma) An invasive tree that attracts Japanese Spotted Lantern flies which pose a serious threat to the native ecosystem.¶ ¶

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Deleted: The applicant shall certify that that the Tree Removal Neighbor Notification Form has been delivered to all neighbors within 200 feet of the Applicant's property line in accordance with this Chapter.…

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§___-4: Tree Removal and Replacement Permits

a. No person shall cut, remove, or engage in activities that encroach upon the health of a tree or remove a non-viable tree with a DBH four (4") inches or greater without first having been issued a Tree Removal and Replacement Permit from the Township. To obtain a permit, the Applicant must comply with the procedures set forth in Chapter **XXX**, § 5 and any replacement procedures in Chapter ___, §8.

1. If any tree(s) sought to be taken down that are delineated by the Township Forester as viable, the person seeking removal or who has removed tree(s) must comply with the tree replacement provisions set forth in Chapter XXX, § 8 and the Chart at Table "**A;**" unless the tree(s) removed are replanted on the Lot where the tree removal occurred.

2. All Tree Removal and Replacement Permits issued shall be posted on the tree(s) to be removed and in the property owner's front door/window, so the tree removal permit is visible to any member of the public not less than seven (7) business days prior to removal.

3. For non-development applications, the Township Forester shall decide to grant or deny a Tree Removal and Replacement Permit Application within 30 days of submission and shall notify the applicant and any objectors who have contacted the Township Forester. Application(s) made in connection with a development application shall comply with the procedures set forth in Chapter **XXX,** § 4(e) and shall be adjudicated by the Land Use Board in accordance with Municipal Land Use Law. If the application is granted, the permit shall be issued by the Township Forester.

4. Permits granted under this section shall run with the land and shall remain in force and effect for 12 months from the date of issuance. Any permit not acted upon within a period of 12 months after issuance shall become null and void.

b. Prohibitions. Notwithstanding Subsection (a) above, no person shall do any of the following:

1. Cut down or remove any tree within wetlands, flood hazard areas, riparian zones, or other areas protected by state or federal law or applicable EPA or NJDEP regulations;

2. Cut down or remove any tree within a conservation easement;

3. Engage in activities which could cause a tree to die, including but not limited to topping, grade cut or fill, soil compaction within the drip line, chemical contamination, excessive alterations to established drainage patters or mechanical damage.

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4. Cut down or remove any tree on a slope with a grade of 10% or greater on a slope where vegetation is presently stabilizing soils.

5. Cut down or remove any tree unless it is performed by a Qualified Tree Expert and who shall be registered with the Township of West Orange pursuant to § 5-27.1 *et seq.*

6. Perform street, curb and sidewalk construction or repairs unless utilizing methods that protect the roots and trunk of a tree, such as manual excavation, reducing the curb, curving sidewalks around a tree, and modifying driveway aprons to accommodate trees as directed by the Township Forester or Township Engineer.

7. Cut or remove any tree older than 25 years with a DBH of 10" or more.

8. Remove trees within one hundred (100) feet of a ridgeline.

9. Remove trees if it would constitute a significant change in the screening between existing or proposed structures on roads and/or adjacent Lots.

10. Remove trees where it will impair suitable habitats and migratory zones for endangered or threatened species animals.

11. Engage in activities that cause harm to the health of the tree, including but not limited to, Volcano Mulching.

c. Specific prohibitions related to construction activities:

1. In connection with any construction, prior to the issuance of a building permit or start of construction, snow fencing or other protective barriers shall be placed around trees that are not to be removed. The protective barriers shall be placed at the outermost edge beyond the drip line or tree canopy. All protective barriers shall remain in place until all construction activity is terminated. No equipment, chemicals, soil deposits or construction materials shall be placed within any area so protected by barriers. Any landscaping activities performed subsequent to the removal of the barriers shall be accomplished by hand labor and only using light machinery where necessary.

2. Storing and placing building material or debris or placing construction equipment within the drip line.

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¶
10. Remove trees if tree removal will negatively alter existing drainage patterns and stormwater runoff. ¶
¶
11. Remove tree if it will result in soil erosion or would increase dust. ¶
¶
12. Remove trees if it would increase the amount of stormwater runoff and/or negatively affect stormwater runoff patterns on any Lot(s), whether contiguous or not. …¶
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Moved down [3]: 14. Remove trees where it would alter topography of the area where such tree(s) are located and will create conditions which may be injurious to the trees or other trees located nearby.¶

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Deleted: , cutting off light, water, or air,

Deleted: and/or fail to remove invasive vines or the invasive Tree of Heaven which harbors Japanese Spotted Lantern Flies which cause harm to native species of trees.¶

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d. Exemptions. The following are exempt from the permit requirement of Subsection (a) above:

1. Property owners may remove hazardous or non-viable trees under Emergency Conditions prior to obtaining a Tree Removal and Replacement Permit. However, following the emergency removal of the tree or trees, the property owner or agent thereof shall complete the Emergency Tree Removal Form within seven (7) days of the removal. The person seeking emergency removal shall provide photographic and written proof of the Emergency Conditions by a Qualified Tree Expert to the Township Forester with the Emergency Tree Removal Form. Tree stumps must be preserved for inspection by the Township Forester.

2. Activities lawfully conducted on public lands or rights-of-ways by or on behalf of a local, county, state, federal or other governmental agency or entity, or a utility company, provided however, that to the extent possible, such entity shall provide a courtesy review of any tree removal and replacement to the Township Forester.

3. Tree removal in conjunction with a Woodland Management Plan(s) must be approved by the N.J. Forest Service.

e. Development Applications. Every Development Application filed with the Land Use Board that proposes tree removal and replacement shall:

1. Preserve fifty (50%) percent of the tree canopy on each developed Lot, and seventy (70%) percent of the tree canopy on any undeveloped Lot.

2. Comply with all prohibitions and procedures listed in this Ordinance including but not limited to, providing the Township Forester and Land Use Board with a report from a Qualified Tree Expert outlining the reasons stated for the removal of tree(s) on the Lot, a tree replacement plan, and response from the Township Forester outlining their approval or disapproval of the tree removal application. If replanting or replacement of trees is performed offsite, the developer shall, apart from the fees paid into the Tree Replacement Fund, hire a landscape architect, licensed by the State of New Jersey, to oversee the species, quantities and placement of replacement trees. This shall be completed prior to the Construction Official and/or appropriate Township Official having issued a Final Certificate of Occupancy or within six (6) months of completion of the development. A bond shall be posted to ensure compliance and two year survival of the replanted trees.

3. Install protective fencing around the remaining trees and ensure the provisions of Chapter ___, Section 4(c) are complied with.

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Commented [SG9]: There are situations where one tree takes up the majority of the tree canopy.

4. Obtain a written report indicating that the Township Engineer or his/her designee(s) has inspected the site and certified that all soil erosion and sediment controls and stormwater runoff controls required by this Chapter and applicable laws have been installed and completed. Copies of the certification shall be delivered to both the applicant and the Township Forester by the Township Engineer immediately after it is completed and made available to the public upon request subject to exemptions from disclosure set forth in the Open Public Records Act and/or Daniel's Law;

5. Specify that no trees may be removed until after installation of stormwater runoff controls as required by this Ordinance, by Title 7, Chapter 8, § 7:8-5.4 and by Title 2, Chapter 90, Subchapter 1 of the New Jersey Administrative Code, respectively or any other applicable laws.

6. Provide written notice to the Township Forester and the Land Use Board not less than fourteen (14) days before any planned tree removal.

7. Ensure the Township Forester and/or his/her designee shall be onsite during all tree removal and replacement activities in connection with the development application. A stop work order may be issued by the applicable authority under this Chapter if the Township Forester and/or his/her designee is not onsite during the planned tree removal activities. Prior to the applicant's completion of its development project, the development applicant must have written permission/documentation from the Township Forester and/or his/her designee that the tree replacement has been completed in accordance with the development applicant's approved plan.

8. All parking lot owners shall maintain trees in compliance with Township Code § 25-12.1(o).

9. Every Development Application or application before a Land Use Board shall include a tree removal and replacement plan which shall include a map drawn to scale clearly showing the number and location of all trees to be removed and number and location of trees to be replaced. A Qualified Tree Expert's report addressing the factors set forth in Chapter **XXX** § 6 shall be submitted with each application.

10. Additional Prohibitions for Tree Removal Related to Development Applications:

a. Remove trees which will impair the growth and development of the remaining trees on the applicant's Lot or on adjacent Lots.

b. Remove trees if tree removal will negatively alter existing drainage patterns and stormwater runoff.

c. Remove tree if it will result in soil erosion or would increase dust.

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Commented [SG10]: Changes to the amount of shade in the parking lot can/should be addressed by amendment to Township Code § 25-12.1(o).

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d. Remove trees where it would alter topography of the area where such tree(s) are located and will create conditions which may be injurious to the trees or other trees located nearby.

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Moved down [2]: If the proposed trees for removal are deemed by the Township Forester and/or a Qualified Tree Expert to be Property Line Tree(s), the owner of the Lot(s) are jointly and severally responsible for any costs associated with the removal of the Property Line Tree(s) and any replacement costs. If a Property Line Tree is unlawfully removed, both owners of the Lots where the Property Line Tree is located can be held liable pursuant to Chapter XXX, § 10. ¶

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§ ___-5: Application Procedure for Tree Removal and Replacement Permits

a. Every application for a tree removal and replacement permit shall be made as follows:

1. Applicant must complete the Tree Removal and Replacement Application and submit the Tree Removal and Replacement Application to the Township Forester. After the Tree Removal and Replacement Application is submitted, the Applicant shall:

a. First, the Applicant shall clearly mark the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester at any time after the initiation of the application procedure set forth herein. The Township Forester will explain this portion of the Ordinance and provide written advice as to the condition, value and recommended care of other trees on the Applicant's Lot to satisfy the educational purpose of the Chapter.

b. Second, the Applicant or Applicant's representative shall arrange for an informal in-person inspection with the Township Forester. Prior to this informal inspection, the Applicant shall serve the Tree Removal Neighbor Notification Form.

c. Third, upon request, the Township Forester shall assist any Applicant with completing the Tree Removal and Replacement Application required by this section.

d. Fourth, within thirty (30) days of the submission of the Tree Removal and Replacement Application, the Township Forester's inspection shall confirm the location of the tree or trees sought to be removed, the reason for the application, and advise the Applicant whether the Tree Removal and Replacement Permit will be granted or denied based on the prohibitions contained in this ordinance and factors to be considered set forth in this Ordinance.

2. The Tree Removal and Replacement Application must be submitted on forms provided by the Township. The Township Forester may request additional information to process the application.

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Deleted: The Applicant shall clearly mark the trunk of each tree proposed to be removed at the height of four and one-half (4.5) feet above the ground so that such tree or trees may be inspected more easily by the Township Forester at any time after the initiation of the application procedure set forth herein. The Township Forester will explain this portion of the Ordinance and provide advice as to the condition, value and recommended care of other trees on the Applicant's Lot to satisfy the educational purpose of the Chapter.…

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Deleted: If the tree replacement is to be done on-site, a survey (not more than one (1) year old) must be attached to the application to show the exact location of the replacement tree(s). …

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Deleted: 3. The Tree Removal Neighbor Notification Form must be submitted to the Township with the Tree Removal and Replacement Application. The form shall be submitted in accordance herewith to all neighboring property owners within 200-feet of the Applicant(s)'s property line via certified mail. The Applicant shall submit a written certification confirming the same. Failure to provide notice under this section shall be deemed a violation subject to enforcement under Chapter **XXX**, § 10. ¶

b. The fees associated with the filing of a Tree Removal and Replacement Application shall be prescribed by Resolution, but shall be no less than $100 per application. A Tree Removal and Replacement Application for a Development Application shall be prescribed by Resolution but no less than $1,000 per application.

c. If the proposed trees for removal are deemed by the Township Forester and/or a Qualified Tree Expert to be Property Line Tree(s), the owner of the Lot(s) are jointly and severally responsible for any costs associated with the removal of the Property Line Tree(s) and any replacement costs. If a Property Line Tree is unlawfully removed, both owners of the Lots where the Property Line Tree is located can be held liable pursuant to Chapter XXX, § 10. Both property owners of a Property Line Tree must engage in the tree removal application process outlined above and be jointly and severally responsible for the costs and penalties associated with the same.

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Moved up [1]: Every development application or application before a Land Use Board shall include a tree removal and replacement plan which shall include a map drawn to scale clearly showing the number and location of all trees to be removed and number and location of trees to be replaced. A Qualified Tree Expert's report addressing the factors set forth in Chapter **XXX** § 6 shall be submitted with each application. ¶

§ ___-6: Factors to Address in Granting or Denying a Tree Removal and Replacement Permit

a. Factors to be Considered Where Tree Removal And Replacement is Sought: Non-Development Application. In deciding whether to issue a Tree Removal and Replacement Permit, the Township Forester shall consider whether the proposed tree removal and replacement complies with the provisions of this Ordinance, the prohibitions of tree removal set forth in Chapter **XXX**, § 4(b)-(c), and compliance with the tree replacement requirements set forth in Chapter **XXX**, § 8.

b. Factors to be Considered Where Tree Removal and Replacement is Sought: Development Application: In connection with a Development Application, in addition to any requirements under the Municipal Land Use Law and § 4(e) and § 5 herein, an Applicant shall also file a written report by a Qualified Tree Expert explaining how/why the prohibitions set forth in Chapter **XXX** § 4(b)-(c) are not violated and include a plan for tree replacement in accordance with Chapter **XXX**, § 8.

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§ ___-7: Appeal of Denial of Tree Removal and Replacement

Denial of any application for a Tree Removal and Replacement Permit may be appealed directly to the Land Use Board with written notice to the Secretary of the Land Use Board within forty-five (45) days of the decision by the Township Forester to deny an application. The person and/or entity who files the Appeal shall include a written report by a Qualified Tree Expert establishing why and how the Applicant has or has not complied with the factors set forth in § 6. It shall constitute a separate violation of the Ordinance if a tree is removed during the appeal process.

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Deleted: Only those within two-hundred feet who were required to be sent the Neighbor Notification Form shall have the right to appeal the decision of the Township Forester to grant a tree removal permit. Notice of the appeal shall be provided to all property owners within a 200 foot property line of the appellant's site.…

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§ ___-8: Tree Replacement

Every tree removed shall be replaced pursuant to this Chapter. In no instance is tree replacement to be considered a penalty, but rather the minimum requirement(s) to implement the purposes of this section. Tree replacement shall not be a substitute for, but shall be in addition to, any penalty imposed for violation of the provisions of this section. Tree replacement required by this Chapter shall be completed within six months of tree removal unless the Township Forester or Land Use Board grants an extension until the next appropriate planting season. If any replacement tree planted pursuant to this section fails to thrive or dies within two years, it shall be replaced by the property owner within six months and the same shall be viable for an additional two (2) years.

a. Tree replacement, as approved by the Township Forester, Land Use Board, and/or Township Engineer, shall be required to comply with Table **"A."**: Tree Replacement shall occur in the following priority to amplify the goals of this Chapter to maintain the existing tree canopy within specific areas of the Township:

1. The owner/applicant shall replant tree(s) on the Lot that which they were removed.

2. If the tree cannot be replaced on the Lot or an adjacent Lot, the applicant shall have the burden of demonstrating how such replacement on their Lot is not feasible. If the owner/applicant cannot replace tree(s) on the Lot that which they were removed, the Township Forester first ask the immediate neighbors of contiguous Lots where the tree is removed whether they permit re-planting on their Lot.

3. If the owner/applicant is unable to replace tree(s) on the site that which they were removed or on the adjacent Lot(s), the owner/applicant shall pay into the Tree Removal and Replacement Fund in accordance with this Chapter.

b. The Forester shall prioritize the Tree Removal and Replacement Fund to locations closest to the site of removal to amplify the goals of this Chapter. In furtherance of said goals, the Township Forester shall seek to prioritize replanting within 1,000 feet of the property line, and, if not feasible, anywhere within the municipality in accordance with Table **"A."**

c. Tree Replacement Fund. Pursuant to this section, unless the Township Forester has approved replacement of the removed tree(s) on the permit holder's property in accordance with Table "A," the Township Forester shall condition tree removal upon payment to the Tree Replacement Fund, established hereunder. The Township Forester shall require payment to the Tree Replacement Fund if a person removes a viable tree as determined by the Township Forester which is not replaced on the same property or Lot.

1. **Tree Preservation and Replacement Trust Fund:** A Tree Replacement Trust Fund dedicated to receive and disburse replacement tree fees when the permit

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applicant has conclusively demonstrated that it is not feasible to replace a tree(s) removed from the applicant's lot with other qualifying tree(s) planted on that site in accordance with Table **"A."** The Tree Replacement Fund may also accept contributions for its purposes from private or public sources. The amount to be paid in the Tree Replacement Fund shall be in accordance with Table **"A"** and shall be greater than the cost of on-site replacement both to encourage on-site tree replacement, the preferred approach under the Ordinance, and to assure that the Township is fully reimbursed for all fees and costs associated with off-site tree replacements. These fees shall be fixed by resolution and must be spent for tree replacements within two (2) years of the deposit into the account. All details of this fund shall be available to the public upon request. The Tree Replacement Fund in no way relieves the Township from a yearly budgetary allocation dedicated to planting new trees in the Township.

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3. The amount to be paid to the Tree Replacement Fund shall be in accordance with Table **"A"** upon the approval of the Township Forester.

TABLE A

DBH of Tree	Required Action	Amount to Tree Replacement Fund
4”-6.0”	Replace with one 2.5” inch native non-pesticide/herbicide treated tree with a minimum of 6-feet tall	To be prescribed by Resolution
6.1”-13”	Replace with either two 4” inch native non-pesticide/herbicide treated trees; or four 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
13.1”-22”	Replace with either three 4” inch native non-pesticide/herbicide treated tree; or six 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
23.1”-32”	Replace with either four 4” inch native non-pesticide/herbicide treated tree; or eight 2.5” native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	To be prescribed by Resolution
Over 32”	Replace with either five 4” inch native non-	To be prescribed by Resolution

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	pesticide/herbicide treated tree; or ten 2.5" native non-pesticide/herbicide treated trees. Each tree shall be a minimum of 6-feet tall.	

§ ___-9: Enforcement and Administration

In administering and enforcing this section, the Township Forester, the Township's Construction Official, Zoning Officer, Township Planner, Engineer, Chief of Police, or any other Township officer or designee, is hereby empowered to issue stop work orders whenever a claimed violation of this section is witnessed or reported.

§ ___-10: Violations and Penalties

a. Any person, firm, partnership, corporation, association, or other legal entity violating any of the provisions of this article shall, upon conviction of such violation, be punished by a fine not to exceed the amount set forth by Resolution, prescribed in accordance with N.J.S.A. 40:49-5 for each offense, in addition to the required mitigation for each tree illegally removed. Each illegally removed or damaged tree shall constitute a separate offense. Violations of this Ordinance shall be heard in the Municipal Court of competent jurisdiction.

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Commented [SG12]: This was changed to ensure that the fine can be amendable by Resolution, and is set forth in accordance with State Law.

b. The removal of a tree in violation of this section shall automatically invalidate or void any existing tree removal permit(s) associated with a property and terminate the issuance of any future permits until the matter has been resolved and any required tree replacement has been completed. This provision shall be applicable to contractors, agents and/or persons who remove tree(s) without properly registering with the Township in accordance with Chapter 5, § 27.1 *et seq.*

c. In addition to the suspension of any active tree removal permit, any company, business, or other entity who removes or damages any tree in violation of this Ordinance shall be subject potential suspension of their tree removal license within the Township as follows, within a period of five (5) years:

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1. First Offense: 90-day suspension;
2. Second Offense: 180-day suspension;
3. Third Offense: One year suspension; and
4. Any offense thereafter: permanent suspension.

§ ___-11: Severability, Repeal of Inconsistent Ordinances, and Effective Date

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

Any and all parts of ordinances which are inconsistent with any of the terms and provisions of this section be and the same are hereby repealed as to and to the extent of such inconsistency.

This section shall take effect upon final passage and publication as required by law.

SUSAN MCCARTNEY, MAYOR

BILL RUTHERFORD,
COUNCIL PRESIDENT

KAREN J. CARNEVALE, R.M.C., MUNICIPAL CLERK

INTRODUCED: February 13, 2024

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ADOPTED:

Draft 2/7/24—Administration Revisions to the Amended Tree Removal Ordinance

Legislative History

The purpose of this ordinance is to repeal and replace Chapter 25, Sections 27 of the Revised General Ordinances of the Township of West Orange and to create a new Chapter of the Township Code for the purpose of protecting trees which are among the Township's most valuable natural resource assets, which greatly enhance the appearance of the Township and contribute to its suburban and residential character, which must be kept and maintained in good order to enhance the Township's physical and aesthetic appearance, and generally protect the public health and safety as well as the general welfare. Importantly, trees contribute positively to climate change, protection of the environment, and maintenance of storm waters.

2847-24

AN ORDINANCE SUPPLEMENTING CHAPTER 14 AND ESTABLISHING A SECTION FOR LEAD-BASED PAINT HAZARD INSPECTION REQUIREMENTS FOR RENTAL DWELLINGS TO THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE
(Lead-Based Paint Hazard Inspection Requirements for Rental Dwellings)

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WEST ORANGE, NEW JERSEY that Chapter 14 of the Revised General Ordinances of the Township of West Orange be and are hereby supplemented as follows:

I. PURPOSE

The purpose of this ordinance is to supplement Chapter 14 of the Township of West Orange Municipal Code governing housing to implement an inspection program for lead based paint in rental dwellings in compliance with N.J.S.A. 52:27D-437.16 *et seq.*, .

II. DEFINITIONS

COMMON INTEREST COMMUNITY
A real estate development or neighborhood in which the property is burdened by servitudes requiring property owners to contribute to maintenance of commonly held property or to pay dues or assessments to an owners' association that provides services or facilities to the community.

DUST WIPE SAMPLING
A sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development.

LEAD INSPECTOR
A person certified by the Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17-1.1 et seq. This includes the ability to perform dust wipe sampling.

LEAD-BASED PAINT HAZARD
Any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present in surfaces that would result in adverse human health effects.

LEAD-FREE CERTIFICATION
A certification which confirms that a lead-based paint inspection was performed and that no lead-based paint exists in the dwelling unit or that all lead-based paint hazards have been fully abated.

LEAD-SAFE CERTIFICATION

A certification which confirms that a lead-based paint inspection was performed and no lead- based paint hazards were found. This certification is valid for two years from the date of issuance.

TENANT TURNOVER
The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

VISUAL ASSESSMENT
A visual examination for deteriorated paint or visible surface dust, debris, or residue.

VISUAL ASSESSOR
A person that is certified to perform a visual assessment

III. LEAD BASED-PAINT INSPECTIONS

A. A lead inspector for the Township of West Orange shall inspect every single-family, two-family, and multiple rental dwelling located within the Township of West Orange for lead-based paint hazards through visual assessment and dust wipe sampling in accordance with N.J.S.A. 52:27D-437.16 et seq., as may be amended from time to time.

B. The property owner or landlord may, in lieu of having the dwelling inspected by the Township's lead inspector, directly hire a private lead inspector who is certified to provide lead paint inspection services by the Department of Community Affairs to perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.16 et seq., as may be amended from time to time.

C. In accordance with N.J.S.A. 52:27D-437.16(c), a dwelling unit in a single-family, two- family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

(1) Has been certified to be free of lead-based paint;

(2) Was constructed during or after 1978;

(3) Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the Hotel and Multiple Dwelling Law;

(4) Is a single-family or two-family seasonal rental dwelling which is rented for less than six months duration each year by tenants that do not have consecutive lease renewals; or

(5) Has a valid lead-safe certification.

D. If lead-based paint hazards are identified, then the owner of the dwelling shall remediate the hazards through abatement or lead-based paint hazard control mechanisms in accordance with N.J.S.A. 52:27D-437.16(d). Upon the remediation of the lead-based paint hazard, the Township's lead inspector or visual assessor, as may be applicable, or the owner's private lead inspector, shall conduct an additional inspection of the unit to certify that the hazard no longer exists.

E. If no lead-based paint hazards are identified, then the Township's lead inspector or the owner's private lead inspector shall certify the dwelling as lead safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years.

F. In accordance with N.J.S.A. 52:27D-437.16(e), property owners shall:

(1) Provide evidence of a valid lead-safe certification and the most recent tenant turnover to the Township of West Orange at the time of the cyclical inspection.

(2) Provide evidence of a valid lead-safe certification to new tenants of the property at the time of tenant turnover and shall affix a copy of such certification as an exhibit to the tenant's or tenants' lease.

(3) Maintain a record of the lead-safe certification which shall include the name or names of the unit's tenant or tenants if the inspection was conducted during a period of tenancy.

G. The fees for a lead-based paint inspection shall be set forth by Resolution at the approval of the Township Council.

IV. VIOLATIONS AND PENALTIES

In accordance with N.J.S.A. 52:27D-437.19, the penalties for a violation of Three ("III" or "3") of this Ordinance shall be as follows:

A. If a property owner has failed to conduct the required inspection or initiate any remediation efforts, the owner shall be given 30 days to cure the violation.

B. If the property owner has not cured the violation after 30 days, the property owner shall be subject to a penalty not to exceed $1,000 per week until the required inspection has been conducted or remediation efforts have been initiated.

V. REPEAL OF CONFLICTING ORDINANCES

Any Ordinances of the Township which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

VI. SEVERABILITY

If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereof shall not affect the remaining parts of this Ordinance.

VII. EFFECTIVE DATE

This Ordinance shall take effect upon final passage and publication in accordance with the law.

Bill Rutherford
Council President

Susan McCartney
Mayor

Approved as to form on the basis of the facts provided:

Karen Carnevale, RMC
Municipal Clerk

Introduced: March 26, 2024

Adopted: April 9, 2024