

**CONTRACT EXTENSION BETWEEN THE TOWN OF GUTTENBERG AND
CALI CARTING FOR COLLECTION AND DISPOSAL OF SOLID WASTE SERVICES
(Three Year Contract)**

THIS AGREEMENT is made this 24 day of March, 2020 by and between,
THE TOWN OF GUTTENBERG, a Municipal Corporation of the State of New Jersey
("Town"), having an office at 6808 Park Avenue, Guttenberg, New Jersey 07093 and **CALI
CARTING**, located at 450 Bergen Avenue, Kearny, NJ, 07032 ("Contractor").

WITNESSETH

WHEREAS, the Town of Guttenberg ("Town") received bids for collection and disposal
of solid waste services on August 25, 2019; and

WHEREAS, Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032 was the only
bidder; and

WHEREAS, the bid was reviewed and deemed legally sufficient; and

WHEREAS, Cali Carting, Inc. agreed to extend their pricing/proposal through February
2020; and

WHEREAS, the Town requires solid waste collection and disposal services; and

WHEREAS, the Town seeks to enter into a three (3) year contract for solid waste disposal
services with Cali Carting Inc.

WHEREAS, the Town's contract with Cali Carting for these services expired on or before
September 1, 2019; and

WHEREAS, the Town adopted a resolution awarding a three-year contract with Cali
commencing as of September 1, 2019.

NOW THERERFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the promises and agreements hereinafter contained and the payments hereinafter provided to be made, the parties agree as follows:

1. That the Contractor will furnish and deliver all materials to do and perform all of the work and labor required for the provision of solid waste collection and disposal services in accordance with the bid specifications and its bid for the collection and disposal of solid waste services received on August 25, 2019 ("the Bid"). The term of this Contract shall be three years commencing as of September 1, 2019.

2. That if the Contractor shall omit, fail, neglect, or refuse to commence, prosecute, said work as aforesaid, or in case further time be granted for the commencement and completion of said work, or if the Contractor shall cease operations under this Contract at any time, the Governing Body of the Town or their agent, shall have the full privilege, authority, and power, if the Governing Body shall so elect, to cause the said work to be done and completed without interference, opposition, or hindrance of or by the Contractor; provided, the Governing Body shall give to the Contractor or its sureties notice in an envelope with postage prepaid, addressed to the Contractor and/or its sureties, respectively, at their last known addresses. Upon the mailing of said notices as aforesaid, all the rights and privileges of the Contractor, under, in, and by this Contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder, and the Contractor and/or its sureties shall be liable for any and all sums of money which the Town shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive, had the Contractor completed and maintained the work under the Contract according to its terms and conditions, and

all loss or damage that may result to the Town by reason of the omission, failure, or refusal of said Contractor to commence, prosecute, and maintain said work as aforesaid.

3. That Contractor agrees to carry adequate policy or policies of insurance, as will indemnify him and the Town from any liability imposed by law as a result of any act, error, or omission of the Contractor, his agents, servants, or employees from the time of the commencement of the work hereunder. **Such policy or policies of insurance shall be provided to the properly authorized agent, servant, or employee of the Town.**

4. The Town shall pay Contractor in accordance with the terms of the Bid for the provision of collection and disposal of solid waste services, for an amount not to exceed Nine Hundred Thousand (\$900,000.00) Dollars, payable annually at \$300,000.00.

5. That the Contractor will furnish sufficient and adequate equipment and personnel to satisfactorily maintain its schedule of operations. If, at any time, in the opinion of the Town, satisfactory operations are not being maintained, such changes shall be made in the schedule of operations and, corresponding in the plant and force, as the Town may approve or direct; but, such action by the Town, or the failure to act, shall not relieve the Contractor of any responsibility under this Agreement.

6. That the Contractor shall pay all Federal, State and Local taxes, of whatever character and description, except as otherwise provided for, incident to performance of this Agreement.

7. That the Contractor, at all times, shall observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations that in any manner affect the conduct of the work, and shall indemnify and hold harmless the Town and all its Officers or Agents against claim or liability arising from or based on, the violation of such.

8. That the Contractor assumes full responsibility for materials and equipment employed in the accomplishment of the Agreement, and agrees to make no claims against the Town for damage to such materials and equipment from any cause whatsoever.

9. That the Contractor agrees that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the agreement, regardless of any and all increases in costs to the Contractor for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Contractor in connection with Contractor's responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

10. That the Contractor agrees to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Town with the appropriate evidence of affirmative action compliance.

11. That the Contractor shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Town. The Contractor shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the Town. Consent by the Town of an assignment of this Agreement shall not, in any way, release the Contractor from the covenants, conditions, and terms of this Agreement and the duties imposed hereunder.

12. The Contractor shall indemnify and hold harmless the Town and all representatives thereof from and against any and all claims, damages, losses and expenses, including but not

limited to legal fees, to the extent caused by the Contractor's negligent acts, errors, intentional acts or omissions in the performance of his professional services under this agreement.

13. Contractor shall be found in default of this Contract, if there is a violation of or failure to comply with any provision of the prior bid.

14. That the Contractor shall perform the work in a workmanlike manner.

15. It is understood by and between the Contractor and Town that Contractor is responsible for any damage caused by them while performing services under this contract.

16. Contractor represents that they have the requisite authority to bind themselves to this Contract and further represent that they and any animal control agent employed by them, have the necessary license, certifications and/or approvals from all authorities with jurisdiction over this Contract to perform their duties and that no factual or legal circumstance are present to make their performance of this Contract impossible or illegal.

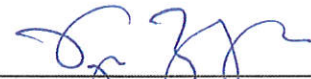
17. This Contract may be terminated during the term of the Contract, by the Town, for any reason, upon thirty (30) days written notice to Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed the day and year first above written.

WITNESS:

 4/7/20
ALBERTO CABRERA, Town Clerk

TOWN OF GUTTENBERG

By: 
MAYOR WAYNE D. ZITT

WITNESS:


Barbara L. Brooks

CALI CARTING

By: 
John F. Cali III - President

(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.

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 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**TOWN OF GUTTENBERG
COUNTY OF HUDSON, STATE OF NEW JERSEY**

RESOLUTION#92-2020

**AUTHORIZING A CONTRACT WITH CALI CARTING INC. FOR
COLLECTION AND DISPOSAL OF SOLID WASTE SERVICES**

WHEREAS, the Town of Guttenberg ("Town") received bids for the collection and disposal of solid waste services on August 25, 2019; and

WHEREAS, Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032 was the only bidder; and

WHEREAS, the bid was reviewed and deemed legally sufficient; and

WHEREAS, Cali Carting, Inc. agreed to extend their pricing/proposal through February 2020; and

WHEREAS, the Town seeks to award a three (3) year contract for solid waste disposal services to Cali Carting Inc.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Guttenberg, County of Hudson, State of New Jersey, that the Mayor and Town Administrator are authorized to enter into a three (3) year contract with Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032, for the provision of collection and disposal of solid waste services, for an amount not to exceed Nine Hundred Thousand (\$900,000.00) Dollars, payable annually at \$300,000.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that the necessary \$900,000.00 is available for this payment from account Current Fund-Solid Waste.

BE IT FURTHER RESOLVED, this contract shall be retroactive from September 1, 2019 through August 31, 2021.

BE IT FURTHER RESOLVED, that the Mayor and Town Administrator are hereby authorized to execute this contract with Cali Carting Inc. for these services.

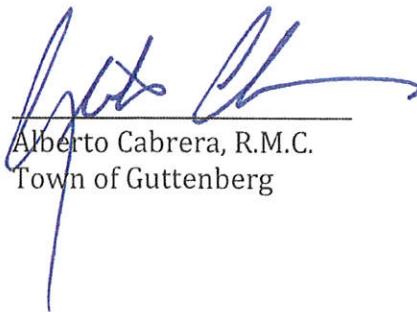
**RESOLUTION#92-2020
REGULAR MEETING
FEBRUARY 24, 2020**

On a motion by Councilperson: Hokien
Seconded by Councilperson: Fundora

	Ayes	Nays	Absent	Abstain
Councilperson Delafuente	X			
Councilperson Fundora	X			
Councilperson Habermann	X			
Councilperson Hokien	X			
Councilperson Malave	X			
Mayor Zitt	X			

I, Alberto Cabrera, Register Municipal Clerk for the Town of Guttenberg do hereby certify this to be a true and correct copy of a resolution adopted by the Mayor and Council at a meeting held on February 24, 2020.

Attest:
February 25, 2020



Alberto Cabrera, R.M.C.
Town of Guttenberg

**CONTRACT EXTENSION BETWEEN THE TOWN OF GUTTENBERG AND
CALI CARTING FOR RECYCLING COLLECTION AND DISPOSAL SERVICES**
(Three Year Contract)

THIS AGREEMENT is made this 26 day of March, 2020 by and between, **THE TOWN OF GUTTENBERG**, a Municipal Corporation of the State of New Jersey ("Town"), having an office at 6808 Park Avenue, Guttenberg, New Jersey 07093 and **CALI CARTING**, located at 450 Bergen Avenue, Kearny, NJ, 07032 ("Contractor").

WITNESSETH

WHEREAS, the Town of Guttenberg ("Town") received bids for the collection and disposal of recycled materials on August 25, 2019; and

WHEREAS, Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032 was the only bidder; and

WHEREAS, the bid was reviewed and deemed legally sufficient; and

WHEREAS, Cali Carting, Inc. agreed to extend their pricing/proposal through February 2020; and

WHEREAS, the Town requires collection and disposal of recycled materials services; and

WHEREAS, the Town seeks to enter into a three (3) year contract for collection and disposal of recycled materials services with Cali Carting Inc.

WHEREAS, the Town's contract with Cali Carting for these services expired on or before September 1, 2019; and

WHEREAS, the Town adopted a resolution awarding a three-year contract with Cali commencing as of September 1, 2019.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the promises and agreements hereinafter contained and the payments hereinafter provided to be made, the parties agree as follows:

1. That the Contractor will furnish and deliver all materials to do and perform all of the work and labor required for the provision of recycling collection and disposal services in accordance with the bid specifications and its bid for recycling collection and disposal services on August 25, 2019 ("the Bid"). The term of this Contract shall be three years commencing as of September 1, 2019.

2. That if the Contractor shall omit, fail, neglect, or refuse to commence, prosecute, said work as aforesaid, or in case further time be granted for the commencement and completion of said work, or if the Contractor shall cease operations under this Contract at any time, the Governing Body of the Town or their agent, shall have the full privilege, authority, and power, if the Governing Body shall so elect, to cause the said work to be done and completed without interference, opposition, or hindrance of or by the Contractor; provided, the Governing Body shall give to the Contractor or its sureties notice in an envelope with postage prepaid, addressed to the Contractor and/or its sureties, respectively, at their last known addresses. Upon the mailing of said notices as aforesaid, all the rights and privileges of the Contractor, under, in, and by this Contract, shall cease and be void, and the Contractor shall receive no further benefit, pay or remuneration thereunder, and the Contractor and/or its sureties shall be liable for any and all sums of money which the Town shall or may pay or expend for fully completing and maintaining said work, over and above the amount which the Contractor would have been entitled to receive, had the Contractor completed and maintained the work under the Contract according to its terms and conditions, and

all loss or damage that may result to the Town by reason of the omission, failure, or refusal of said Contractor to commence, prosecute, and maintain said work as aforesaid.

3. That Contractor agrees to carry adequate policy or policies of insurance, as will indemnify him and the Town from any liability imposed by law as a result of any act, error, or omission of the Contractor, his agents, servants, or employees from the time of the commencement of the work hereunder. **Such policy or policies of insurance shall be provided to the properly authorized agent, servant, or employee of the Town.**

4. The Town shall pay Contractor in accordance with the terms of the Bid for the provision of recycling collection and disposal services, for an amount not to exceed Two Hundred, Ninety-Seven Thousand (\$297,000.00) Dollars, payable annually at \$99,000.00.

5. That the Contractor will furnish sufficient and adequate equipment and personnel to satisfactorily maintain its schedule of operations. If, at any time, in the opinion of the Town, satisfactory operations are not being maintained, such changes shall be made in the schedule of operations and, corresponding in the plant and force, as the Town may approve or direct; but, such action by the Town, or the failure to act, shall not relieve the Contractor of any responsibility under this Agreement.

6. That the Contractor shall pay all Federal, State and Local taxes, of whatever character and description, except as otherwise provided for, incident to performance of this Agreement.

7. That the Contractor, at all times, shall observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations that in any manner affect the conduct of the work, and shall indemnify and hold harmless the Town and all its Officers or Agents against claim or liability arising from or based on, the violation of such.

8. That the Contractor assumes full responsibility for materials and equipment employed in the accomplishment of the Agreement, and agrees to make no claims against the Town for damage to such materials and equipment from any cause whatsoever.

9. That the Contractor agrees that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the agreement, regardless of any and all increases in costs to the Contractor for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Contractor in connection with Contractor's responsibility under this Agreement, and regardless of whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

10. That the Contractor agrees to comply with the Affirmative Action Requirements set forth in Exhibit "A" attached to this Contract and incorporated herein, and shall supply the Town with the appropriate evidence of affirmative action compliance.

11. That the Contractor shall keep the work under its control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Town. The Contractor shall not assign, in any way, the monies due or to become due under this Agreement, unless by and with the like consent of the Town. Consent by the Town of an assignment of this Agreement shall not, in any way, release the Contractor from the covenants, conditions, and terms of this Agreement and the duties imposed hereunder.

12. The Contractor shall indemnify and hold harmless the Town and all representatives thereof from and against any and all claims, damages, losses and expenses, including but not

limited to legal fees, to the extent caused by the Contractor's negligent acts, errors, intentional acts or omissions in the performance of his professional services under this agreement.

13. Contractor shall be found in default of this Contract, if there is a violation of or failure to comply with any provision of the prior bid.

14. That the Contractor shall perform the work in a workmanlike manner.

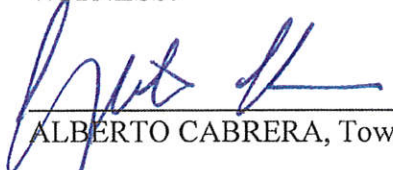
15. It is understood by and between the Contractor and Town that Contractor is responsible for any damage caused by them while performing services under this contract.

16. Contractor represents that they have the requisite authority to bind themselves to this Contract and further represent that they and any animal control agent employed by them, have the necessary license, certifications and/or approvals from all authorities with jurisdiction over this Contract to perform their duties and that no factual or legal circumstance are present to make their performance of this Contract impossible or illegal.

17. This Contract may be terminated during the term of the Contract, by the Town, for any reason, upon thirty (30) days written notice to Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed the day and year first above written.

WITNESS:

 4/7/20
ALBERTO CABRERA, Town Clerk

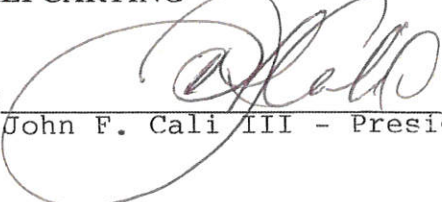
TOWN OF GUTTENBERG

By: 
MAYOR WAYNE D. ZITT

WITNESS:


Barbara L. Brooks

CALI CARTING

By: 
John F. Cali III - President

(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.

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 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 **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**TOWN OF GUTTENBERG
COUNTY OF HUDSON, STATE OF NEW JERSEY**

RESOLUTION#91-2020

**AUTHORIZING A CONTRACT WITH CALI CARTING INC. FOR
RECYCLING COLLECTION AND DISPOSAL SERVICES**

WHEREAS, the Town of Guttenberg ("Town") received bids for the collection and disposal of recycled materials on August 25, 2019; and

WHEREAS, Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032 was the only bidder; and

WHEREAS, the bid was reviewed and deemed legally sufficient; and

WHEREAS, Cali Carting, Inc. agreed to extend their pricing/proposal through February 2020; and

WHEREAS, the Town seeks to award a three (3) year contract for recycling collection and disposal services to Cali Carting Inc.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Guttenberg, County of Hudson, State of New Jersey, that the Mayor and Town Administrator are authorized to execute a three (3) year contract with Cali Carting, Inc. located at 450 Bergen Ave, Kearny, NJ 07032, for the provision of collection and disposal of recycled material services, for an amount not to exceed Two Hundred, Ninety-Seven Thousand (\$297,000.00) Dollars, payable annually at \$99,000.00.

BE IT FURTHER RESOLVED, that the Chief Financial Officer certifies that the necessary \$297,000.00 is available for this payment from account Current Fund-Recycling.

BE IT FURTHER RESOLVED, this contract shall be retroactive from September 1, 2019 through August 31, 2021.

BE IT FURTHER RESOLVED, that the Mayor and Town Administrator are hereby authorized to execute this contract with Cali Carting Inc. for these services.

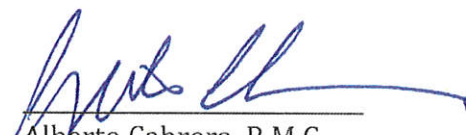
**RESOLUTION#91-2020
REGULAR MEETING
FEBRUARY 24, 2020**

On a motion by Councilperson: Hokien
Seconded by Councilperson: Habermann

	Ayes	Nays	Absent	Abstain
Councilperson Delafuente	X			
Councilperson Fundora	X			
Councilperson Habermann	X			
Councilperson Hokien	X			
Councilperson Malave	X			
Mayor Zitt	X			

I, Alberto Cabrera, Register Municipal Clerk for the Town of Guttenberg do hereby certify this to be a true and correct copy of a resolution adopted by the Mayor and Council at a meeting held on February 24, 2020.

Attest:
February 25, 2020



Alberto Cabrera, R.M.C.
Town of Guttenberg