

**SOLID WASTE COLLECTION SERVICE
MAYWOOD, NEW JERSEY**

THIS AGREEMENT, made this _____ day of September, 2017, by and between the BOROUGH OF MAYWOOD, a Municipal Corporation of the County of Bergen, State of New Jersey, having its principal office at John A. Steuert, Jr. Municipal Complex, 15 Park Avenue, Maywood, New Jersey 07607, (hereinafter, the "Borough"), and Gaeta Recycling Co, Inc., having its principal place of business at 278 W Railway Avenue, Paterson, New Jersey 07503 (hereinafter, "Contractor").

WITNESSETH:

For and in consideration of the amount expressed hereinafter, the parties agree as follows:

1. The Borough has awarded the bid for its 2017 Solid Waste and Recyclable Materials Collection and Disposal Service to the Contractor pursuant to the terms and conditions contained herein and in the bid specifications ("Specifications") entitled "2017 Solid Waste and Recyclable Materials Collection and Disposal Service", and including, without limitation, the following:

The scope of the work to be performed hereunder shall be the same as the work described in the Specifications with regard to the "Base Bid". The Contractor shall, for the price set for bellow, collect and dispose of the Borough's solid waste and recyclable materials as set forth herein and in the Specifications which are made apart hereto. Contractor, upon duly executing this Agreement, acknowledges and warrants that Contractor is able and capable of performing all obligations under the Specifications and this Agreement.

2. The contractor will furnish Solid Waste and Recyclable Materials Collection Service to the Borough for a periods of five (5) years commencing on August 28, 2017 and ending on August 27, 2022 in accordance with the Specifications entitled "Solid Waste and Recyclable Materials Collection Service, Borough of Maywood", five (5) year contract option and proposal which is made a part hereof as if same were recited at length. Further, the Exhibit(s) attachment to this contract shall be binding on the parties but shall not change, alter or augment the terms contained within the bid specifications; and Contractor agrees faithfully and promptly to comply with the

terms of said Specifications and to meet and perform obligations therein imposed upon the Contractor. It is hereby mutually agreed that the Borough is to pay and Contractor is to receive the sum stipulated in the Bid Proposal herein contained or hereto annexed, as full compensation for (1) furnishing all necessary services for the collection, transportation and disposal of solid waste and recyclable materials from the Borough as set forth in the Specifications; (2) in all respects completing the services herein specified; and (3) fully complying with the terms and conditions of the Specifications and this Agreement.

3. The Borough agrees to pay the Contractor for the aforesaid period of five (5) years the sum stated in the schedule below forming part of said Specifications attached hereto and made a part hereof, same to be paid in the Borough's normal practice and procedure.

The total amount to be paid to the Contractor for this contract shall be as follows:

Option 3

Year 1

Solid Waste \$349,000.00 Recyclables \$103,000.00 Total \$452,000.00

Year 2

Solid Waste \$349,000.00 Recyclables \$103,000.00 Total \$452,000.00

Year 3

Solid Waste \$372,000.00 Recyclables \$111,000.00 Total \$483,000.00

Year 4

Solid Waste \$372,000.00 Recyclables \$111,000.00 Total \$483,000.00

Year 5

Solid Waste \$382,000.00 Recyclables \$121,000.00 Total \$503,000.00

Total Contract Amount \$ 2,373,000.00

4. The status of Contractor under the Specifications and this Agreement is that of an independent contractor. As such, the work performed pursuant to the Specifications and this Agreement, in every respect, from the execution of Contractor during progress of the work specified hereunder, and until final acceptance, shall be under the charge and in the care of Contractor at its risk.
5. Final payment under this Contractor shall not issue without proof of settlement of any suit or action at loss or in equity of any kind whatsoever arising from the failure of Contractor to

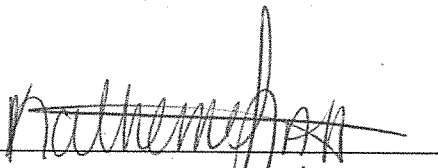
comply with the terms and conditions of this Agreement, the Specifications, or State statutes, local ordinances or any rules and regulations promulgated in accordance with the provisions of such statutes or ordinances by department or agency.

6. Contractor shall take out and maintain in full force and effect at all times during the life of this Agreement insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17 and/or pursuant to the bid specifications (whichever is greater). The insurance policy shall name the Borough as an Additional Named Insured indemnifying the Borough with respect to Contractor's actions pursuant to the Specifications and this Agreement.
7. Contractor shall indemnify and hold harmless the Borough from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough.
8. Contractor hereby acknowledges and agrees that in the case of its failure to perform any of the services set forth in the Specifications and this Agreement it is subject to certain liquidated damages as set forth in the Specifications that may be invoked on behalf of the Borough by the Business Administrator, whose determination and certification of same shall be final.
9. The Borough's Business Administrator shall notify Contractor of all violations. If the violations are not corrected promptly, or represent after notice of the first, a repeated violation of the same requirement within a thirty (30) day period, the Business Administrator may invoke damages and make an appropriate deduction from the next payment due the contractor in conformance with the violation schedule set forth in the Specifications.
10. Contractor hereby acknowledges and agrees that it is familiar with and will comply with all applicable local, state, and federal laws and regulations in the performance of this Agreement.
11. Contractor may not assign, sell, transfer or otherwise dispose of its duties and obligations under this Agreement without the written permission of the Borough and the written approval of the New Jersey Department of Environmental Protection.

12. This Agreement is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation and may be cancelled annually upon sixty (60) days notice.
13. All solid waste shall be collected and disposed of under this Agreement in conformance with the "Work Specifications", section of the Specifications.
14. The parties to this Contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, N.J.A.C. 17:27, and all other Affirmative Action provisions found in these Specifications, are hereby made a part of this Contract and are binding upon them.

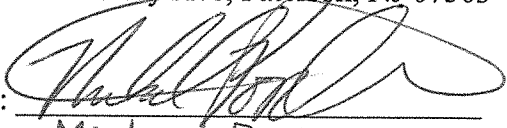
IN WITNESS HEREOF, the parties have hereunto set their hands and seal, or have caused these presents to be signed by their proper corporate office and their corporate seals affixed hereto, the day and year first above written.

ATTEST:


KATHERINE LARA

DATE: 9/28/2017

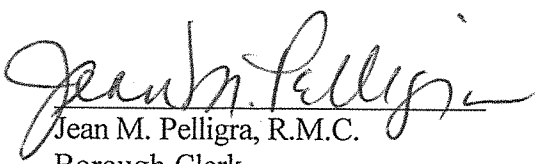
GAETA RECYCLING
278 W Railway Ave, Paterson, NJ 07503

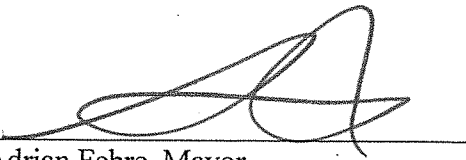
By: 
Name: Michael Portannese
Title: President

(Affix Corporate Seal)

BOROUGH OF MAYWOOD,
A municipal corporation in the County of Bergen and State of New Jersey

ATTEST:


Jean M. Pelligra, R.M.C.
Borough Clerk
DATE: 09/20/2017

By: 
Adrian Febre, Mayor

(Borough Seal Affixed)

PERFORMANCE BOND