

This Agreement, made this 6th day of February, 2020,

BETWEEN: The Borough of Branchville, a municipal Corporation of the State of New Jersey, located in Sussex County, New Jersey, hereinafter called "Borough", with an address of c/o Borough Clerk, 34 Wantage Avenue, Branchville, New Jersey 07826

AND: Waste Management of New Jersey, Inc., with an address of 107 Silvia Street, Ewing, New Jersey 08628, hereinafter called "Contractor";

WITNESSETH:

1. The Contractor agrees for the term of five (5) years, beginning May 1, 2020, and ending April 30, 2025 to collect and carry away all Designated Collected Solid Waste ("solid waste") and Designated Collected Recyclable Materials ("recyclable materials"), as defined in the Uniform Bid Specifications ("Bid Specifications"), including garbage, bulk items and white goods, ashes, papers, corrugated cardboard, glass, aluminum, plastic, leaves, vegetative waste, Christmas trees, refuse and other recyclable and waste material, from all properties within said Borough, upon the terms and conditions hereinafter set forth herein and in the Bid Specifications received and reviewed by contractor prior to bidding upon this contract.

2. The Contractor shall collect one (1) day per week all "Designated Collected Solid Waste", as defined in the Bid Specifications, as well as all garbage, household bulk items and white goods, ashes, papers, and refuse and other waste material as the same are set out on the sidewalk and curb by the residents of the Borough of Branchville or by persons maintaining a fire house, municipal, or business establishment in said Borough. Pick ups from non-residential establishments shall be limited to four (4) twenty (20) gallon cans or bulk equivalent thereof on any collection day.

3. All of the solid waste, garbage, ashes, refuse other waste matter and items described in paragraph 2 above shall be collected from every building on every street in the Borough of Branchville once each week with each daily collection occurring at least three (3) days apart from the other (if more than one pick up per week). Pick up shall be completed between 7:00 a.m. and 1:00 p.m. on each pick up day.

4. The Contractor shall collect, twice a month and as a single stream, the following recyclable materials as the same are set out on the sidewalk and curb by the residents of the Borough of Branchville.

- a. glass (clear, green, amber)
- b. aluminum pie plates, aluminum foil and oven tins;
- c. plastic (PET) bottles;
- d. HDPE plastic containers (dairy, detergent water and juice type);
- e. tin, aluminum and bi-metal cans;
- f. paper and corrugated cardboard; and
- g. such other recyclables as may be required by the district recycling plan of the County of Sussex and the Recycling Ordinance of the Borough; and

5. In addition, the Contractor shall make a leaf and yard waste pick up utilizing a separate truck from that used for the monthly recyclable pick up. No leaves or yard waste picked up by the Contractor shall be combined with any recyclable material, garbage, refuse or other waste to be picked up hereunder. The months for leaf and yard waste shall be October, November, April and May. Leaves and yard waste must be in bags and are to be picked up in the second and fourth weeks of the above months.

6. The Contractor shall pick up Christmas trees, up to two per residence, firehouse, municipal or business establishment. Christmas trees shall be free of ornaments and tinsel. Christmas trees shall be properly processed by either Sussex County Municipal Utilities Authority ("SCMUA") or another facility that processes vegetative waste. Christmas trees shall be collected the second and fourth weeks in January on all regular solid waste collection days.

7. All recyclable materials shall be delivered to an authorized recycling facility designated by the Contractor, with the tonnage collected and properly documented and allocated to the Borough of Branchville in order to permit for filing for State grant monies and to comply with any recycling reporting requirements. All deliveries and destinations of recyclable materials and reports/documentation of said delivery must comply with all State Statutes and Regulations and all Sussex County recycling requirements. The Borough will be entitled to receive and process all government grants related to the recyclable materials delivered to any recycling facility. The Contractor will be entitled to receive any payments due from the recycling facility on account of recycling deliveries to the facility, but will pay any charges, including tipping fees for recyclables delivered to said facility.

8. The Contractor shall furnish all labor, material, vehicles and other equipment to carry out said contract.

9. In the collection and carting of solid waste, garbage, ashes, papers, leaves, refuse, recyclables and other waste matter, the Contractor collecting the same shall not permit any of said solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials or other waste matter to be thrown, cast, deposited or spilled on or along the roads or sidewalks in the Borough of Branchville.

10. The Contractor collecting the solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials and other waste matter shall collect, transport, and dispose of the same at its sole cost and expense, and all fees and charges relating to same, (except Costs of disposal billed by or paid to the Solid Waste Disposal Facility for solid waste deliveries pursuant to the Uniform Bid Specifications), shall be borne by the Contractor. The Borough will pay the cost of solid waste disposal, billed by or payable to the Solid Waste Disposal Facility, directly to said disposal facility.

11. The Contractor shall furnish a surety bond in a form satisfactory to the Borough in the amount of the contract. Said bond is to be from a bonding company licensed in New Jersey.

12. If the Contractor collecting the said solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials and other waste matter shall neglect to perform any of the duties required of him in the collection and disposition of the same, the Borough Council shall have the right to deduct from the contract price any monies expended by the Borough in doing any work required of the Contractor.

13. Should the Contractor fail to comply with any of the terms and conditions of this contract, the Borough Council of the Borough of Branchville may take such steps that it, in the exercise of its sole judgment and discretion, may deem necessary to have said contract enforced or it may, upon ten (10) days notice, in writing, to the Contractor, terminate this contract without any further liability to Contractor. Should the Contractor fail to comply with any of the terms and conditions of the contract, the Borough may find other means to have said solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials and other waste matter from the Borough collected, and the cost thereof and the loss suffered by the Borough by virtue of said failure on the part of the Contractor to perform said work shall be charged to the Contractor, and

the Contractor and its sureties for him shall reimburse the Borough for all expenses, including legal fees and court costs, and loss it may have been put to because of the Contractor's failure to comply with the contract.

14. If there is a question as to whether or not the Contractor has defaulted in or failed to comply with any of the terms of the Contract in any respect, the same shall be determined by the Council of the Borough of Branchville at a regular or special meeting of the said Council within ten (10) days notice of such meeting given personally or by mail to the Contractor at his last known address and said determination shall be binding on the Contractor.

15. This contract shall not be assigned unless upon the written consent of the Borough of Branchville.

16. The vehicles used to cart away solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials and other waste matter must be kept covered to prevent anything from flying or falling out of the same and should any said waste matter fly, fall out or be spilled by the Contractor or his employees in emptying the barrels or other receptacles, the Contractor shall immediately clean up the same and the Contractor shall in every respect carry out the work in collecting said solid waste, garbage, ashes, leaves, refuse, recyclable materials and other waste matter in a manner that will leave the streets and sidewalks in a clean and sanitary condition.

17. There shall be no "clean up week or weeks". All materials must be picked up at a regular solid waste, leaf pick up or recyclable collection day.

18. The Contractor shall furnish certificate of insurance as evidence of combined single limit liability insurance in the amount required by NJAC 7:26H-6.17 and Worker's Compensation and Employer's Liability.

19. The Contractor shall receive from the Borough for its services the sum of \$113,315.00 for the contract year 1 (May 1, 2020 – April 30, 2021); \$116,714.00 for contract year 2 (May 1, 2021 – April 30, 2022) ; \$120,215.00 for contract year 3 (May 1, 2022 – April 30, 2023); \$123,822.00 for contract year 4 (May 1, 2023 – April 30, 2024) and \$127,537.00 for contract year 5 (May 1, 2024 – April 30, 2025), payable in accordance with the bid specifications.

20. Solid waste, garbage, ashes, papers, leaves, refuse and other waste matter as well as recyclable materials will be picked up at either the front or the rear of business establishments at the direction of the owner or agent in charge of the business.

21. Collections by Contractor of solid waste, garbage, ashes, papers, leaves, refuse and other waste matter as well as recyclable materials will commence no earlier than 7:00 a.m. and be completed no later than 1:00 p.m.

22. After depositing solid waste, garbage, ashes, papers, leaves, refuse, recyclable materials and other waste matter in truck for disposal, all cans and other receptacles shall be returned to the place where found with lids replaced.

23. When the collection day falls on a holiday, collections will be made on the following day.

24. Each time that refuse is collected in the Borough of Branchville, the Municipal Solid Waste containers must be emptied. Contractor agrees to empty up to eight (8) municipal solid waste containers at various locations.

25. The mandatory language contained in NJSA 10:5-31, et seq. and NJAC 17:27, et seq., is hereby incorporated by reference, as if such language were fully set forth at length herein. The Contractor and any subcontractor agree to comply fully with the terms, provisions and

obligations of NJSA 10:5-31, et seq., and NJAC 17:27, et seq. The mandatory Affirmative Action language contained in Attachment #1 and Americans with Disabilities Act requirements of Appendix A, both attached hereto, are incorporated fully into this Contract.

26. The Contractor agrees to comply fully with all terms, provisions, and obligations of NJAC 7:26H-6.1, et seq. as if all terms of said regulations were set forth fully herein. The Uniform Bid Specifications made available to Contractor prior to Contractor's bidding for this contract are hereby incorporated by reference into this Contract, as if said bid specifications were fully set forth herein. In the event of any inconsistency between the Bid Specifications and the terms of this Contract, the Bid Specifications shall control.

27. This contract of sale is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligations of this contract.

28. The Contractor agrees to comply with the requirements of NJSA 13:1E-99.11, et seq., and the Recycling Rules at NJAC 7:26A-1.1 et. seq. In the event of any inconsistency between the obligations of this Contract and the requirements of said Statute and Rules, the requirements of said Statute and Rules shall control. All services provided by Contractor hereunder shall comply with the district recycling plan adopted by Sussex County as well as the Sussex County Waste Management Plan, as amended from time to time.

29. Contractor shall indemnify, defend and hold harmless the Borough from and/or against any claims, suits or actions for damages, losses or injuries suffered as a result of Contractor's services required hereunder and Contractor's use of a disposal site for materials collected under this contract.

30. Except as provided above, this contract is for the full term of the contract. Except as provided below, there is to be no adjustment and no renegotiation in spite of any increases and

decreases in numbers of housing units, properties or businesses from which collection must be made, changes in recycling disposal destinations, or changes in any other unusual and unanticipated charges that may occur including charges by any governmental unit. If, during the term of this contract, an increase or decrease in solid waste disposal costs occurs as a result of either:

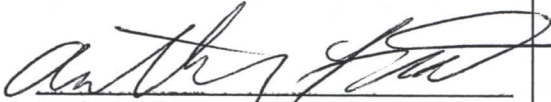
1. An order of the NJDEP which order directs that solid waste from the Borough must be disposed at a facility other than the disposal facility stated in the bid specification; or

2. A lawful increase in the rate, fees or charges imposed for the disposal of solid waste at the Disposal Facility designated in the bid specifications, but only if the Borough does not elect to assume and be responsible for such increase,

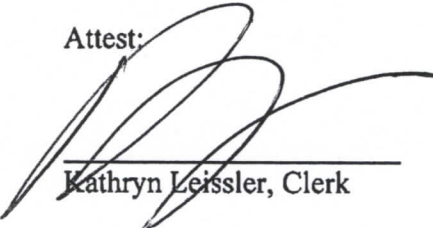
Then the parties hereby agree to renegotiate this contract and the prices to be charged hereunder and, should the parties be unable to agree upon revised terms, either party may, upon ninety (90) days written notice to the other party, terminate this contract without any further liability to the other party.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be executed
the day and year first above written.

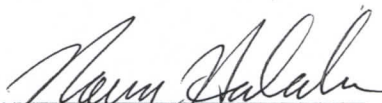
BOROUGH OF BRANCHVILLE


Anthony Frato, Mayor

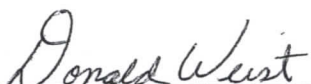
Attest:


Kathryn Leissler, Clerk

Attest:


Nancy Halaka
Contract Compliance Rep.

WASTE MANAGEMENT OF NEW JERSEY, INC.

By: 
Donald Weist, Area Director Public Sector