

7.1 CONTRACT

THIS AGREEMENT, made this 19th day of November, 2017, by and between the TOWNSHIP OF BYRAM, a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 10 Mansfield Drive, Byram Township, Stanhope, New Jersey (hereinafter "Township") and BLUE DIAMOND DISPOSAL, INC. with offices at P.O. Box 267, Succasunna, NJ 07876 (hereinafter "Contractor").

WITNESSETH: In consideration of the agreements contained herein to be performed by the parties to this contract, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor shall perform all work in connection with the collection and proper disposal of solid waste, recyclable material and bulk materials collected within the boundaries of the Township under the terms stated in the contract documents.
2. The Term "contract documents" includes the Notice to Bidders, Instructions to Bidders, Certificate of Public Convenience and Necessity and approval letter, Statement of Bidder's Qualifications, Bidder's Questionnaire, Bid Guaranty, Stockholder Statement of Ownership, Non-Collusion Affidavit, Consent of Surety, Bid Proposal, Performance Bond, Affirmation Action Affidavit, and this Agreement.
3. The contract documents enumerated above are hereby incorporated by reference and made a part hereof, and by execution of this Contract the Contractor acknowledges that he has examined and accepts the contents of the contract documents.
4. The Contractor will furnish all of the equipment, supplies, tools, labor, superintendence, insurance and other accessories and services necessary to perform said collection and proper disposal of solid waste, recyclable and bulk materials in accordance with contract documents.
5. The Contractor agrees to perform all of the work required by the contract documents, and agrees to comply with all of the terms and conditions therein for the prices(s) submitted by Contractor in its proposal and adopted by the Township.
6. The Township agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions contained in the contract documents, in such amounts as required by the contract documents.
7. This Contract shall commence on February 1, 2018 and continue through and include January 31, 2023 (unless renewed pursuant to the terms of the Contract documents).
8. The total cost of the Contract for the five (5) year term is \$2,100,000 pursuant to Payment Alternative B, with the following payment schedule:

Payment Alternative B for Solid Waste ID 10:

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Year 1	\$276,000
Year 2	\$288,000
Year 3	\$300,000
Year 4	\$312,000
Year 5	\$324,000

Total for services for Solid Waste ID 10: \$1,500,000

Payment Alternative 1a for Recyclable Material Ownership- Contractor-
Single Stream – Collected Every Other Week:

Year 1	\$120,000
Year 2	\$120,000
Year 3	\$120,000
Year 4	\$120,000
Year 5	\$120,000

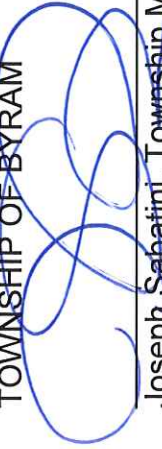
Total for services for recyclable material ownership - Contractor - Single
Stream: \$600,000

9. Notwithstanding any other terms of this Contract, this contract may be extended for emergency reasons for a period up to sixty (60) days by notice in writing by the Township delivered to and received at least seven (7) days before its expiration. Extensions shall be upon the same terms and conditions as the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers, and their proper corporate seals to have been affixed hereto, the day and year indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

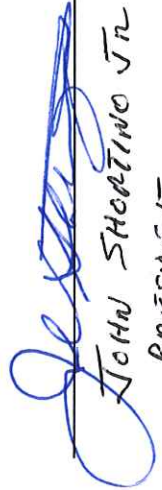

Doris Flynn
Doris Flynn, Clerk


TOWNSHIP OF BYRAM
Joseph Sabatini, Township Manager

WITNESS:

Timothy Shortino
TIMOTHY SHORTINO

BLUE DIAMOND DISPOSAL, INC.


JOHN SHORTINO JR.
PRESIDENT