

**SOLID WASTE, GARBAGE, REFUSE, AND
CURBSIDE RECYCLING COLLECTION CONTRACT**

THIS AGREEMENT made this 25th day of August, 2020 by and between THE BOROUGH OF ALPHA, with municipal offices located at 1001 East Boulevard, Alpha, Warren County, New Jersey (08865), (hereinafter referred to as "Borough") and LMR DISPOSAL, P.O. Box 309, Phillipsburg, NJ 08865 (hereinafter referred to as "Contractor").

WITNESSETH that this Borough and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Terms of Contract.** The terms of the Contract shall be from October 1, 2020 through September 30, 2025.

2. **Amount of Payment.** The Borough shall pay to the Contractor the yearly amount as follows [Option #2, which includes tipping fee(s) being paid by Contractor]:

October 1, 2020 through September 30, 2021	\$ 173,988.00
October 1, 2021 through September 30, 2022	\$ 177,467.00
October 1, 2022 through September 30, 2023	\$ 181,017.00
October 1, 2023 through September 30, 2024	\$ 184,697.00
October 1, 2024 through September 30, 2025	\$ 188,330.00

(Grand Total: \$905,499.00).

3. **Work Performance.** The Contractor shall collect garbage, refuse and curbside recycling from all designated sites and locations within the Borough including, but not limited to, dwelling houses, apartment houses, boarding houses, home offices, offices, fire houses, schools and public entities in the corporate limits of the Borough of Alpha, Warren County, New Jersey. The Contractor shall collect all the garbage in the Borough one day per week. The solid waste (garbage) collection shall be tentatively on every Wednesday and curbside recycling collection on the first and third Thursdays of the month; said days may be changed only with the approval of Council. The services rendered by the Contractor shall include

all services necessary for the collection and transportation of solid waste, garbage, refuse and curbside recycling. The Contractor shall provide for collections on all holidays except Fourth of July, New Year's Day, Christmas Day, Thanksgiving Day and Memorial Day. The Contractor will notify the residents of the Borough of Alpha of alternate dates for collection for any holiday noted above by publication at least one week prior to the holiday in the official Borough paper, *The Star Ledger*, at the Contractor's sole expense. There shall be no collections on Sundays, and all collections shall be made between the hours of 7:00 a.m. and 6:00 p.m., commencing by or before 9:00 a.m. Prior to leaving the Borough on collection days the Contractor will telephone the Borough Clerk's Office to ensure that there have been no complaints that day and all collections have been made. If the Contractor misses a residential garbage or recycling pick-up, the Contractor shall pick up the garbage or recycling the same day if so duly notified.

4. **Tipping Fees.** Any and all tipping fee charges shall be the obligation of and the responsibility of the Contractor, since the tipping fee is part of the option bid price selected by the Borough. Any and all disposal sites must be approved by the Borough Council, but the recommendation and selection of said disposal site shall remain the responsibility of the Contractor, including insuring that the site is an approved, legal site for disposal.

5. **Contractor Compliance.** The Contractor shall collect and deposit all solid waste, garbage, refuse and recyclables in accordance with State and Federal law(s) and in accordance with the Rules and Regulations of the New Jersey Board of Public Utilities and Department of Environmental Protection and such other governmental bodies or agencies as may be required, at an appropriate disposal facility, with all additional charges therefore to be borne by the Contractor. Violation of this clause shall be considered a violation of the agreement allowing for termination of the Contract by the Borough. The Contractor shall provide the Borough with timely reports of the tonnage for solid waste and recyclables collected, including the type thereof, on standard New Jersey tonnage summary forms or reports.

6. **Indemnification.** The Contractor hereby agrees to indemnify the Borough and to save and hold it harmless from all suits, claims and costs of every description and from any and all damages assessed against the Borough by reason of injury to any person or damage to any property arising out of the terms

of the within Contract or the actions or inactions of the Contractors, its agents, servants or employees thereof, in connection with the performance of the terms of this Contract.

7. **Garbage and Refuse.**

A. Garbage shall consist of kitchen waste, rejected food waste from dwelling houses, apartment houses, boarding houses, offices, and other similar establishments, schools, and public entities or any similar article or matter which may become putrid or offensive to the sense of smell; providing that no liquid matter shall be considered garbage.

B. Refuse matter, etc, shall consist of all articles worn out, broken or discarded in the ordinary conduction of the enumerated places, including such articles or matter which will not become putrid or offensive to the sense of smell. Recyclables or recyclable materials will not be collected as garbage, but shall be collected on a separate day as herein stated and shall be commingled. Recyclable materials shall be all recyclables including aluminum cans, metal cans, glass, bottles, plastic bottles, magazines, newspapers, tin cans, and cardboard. Collection thereof shall continue in the same fashion as at present.

C. Each and every person from whose premises garbage or refuse matter is removed is to furnish suitable receptacles not to exceed thirty-two (32) gallons, to contain such garbage and refuse matter to be removed from his or her premises, and such receptacle when filled shall not exceed in weight thirty-five (35) pounds per receptacle. Contractor shall be required to collect a maximum of two thirty-two (32) gallon garbage containers from each residential, non-commercial and municipal unit.

D. Each and every person from whose premises garbage and refuse matter, etc. is to be removed is to deposit the same receptacles as hereinbefore set forth on the days the collector of garbage and refuse matter is to call, and place same in the front of said premises near the curb lines so as not to obstruct the street or sidewalk and is easy access to the Contractor and/or his employee.

E. The collection of any garbage and refuse shall not include the collection of garbage and refuse from dumpsters except for the collection of dumpsters (to be supplied by the Contractor) from the Alpha Borough Public School, Firehouse, Municipal Building, Park and Pool or other location(s)

designated by the Borough.

8. **Contractor Equipment.** The Contractor shall furnish suitable truck or trucks for the carrying of all the garbage, refuse matter and recyclables which trucks will be covered, have absolute tight bodies and be empty and free of garbage from any other location when entering the Borough for collection. Said equipment shall comply with all New Jersey Department of Environmental Protection standards, rules, regulations, and applicable laws, including Best Available Retrofit Technology (BART). The Contractor shall not cause or suffer any garbage, refuse matter, etc. collected by him, to be strewn upon the streets, alleys or highways of the Borough of Alpha while he is removing the same from the places of collection to the place of deposit.

9. **Conduct of Contractor and Employees.** The employees of the Contractor shall be courteous and polite to the citizens of the Borough. The Contractor and/or his employees shall conduct themselves throughout the term of the Contract in a reasonable and proper conduct at all times in the execution of their duties, the Contractor shall be obligated to rectify said conduct immediately upon written notice from the Borough. The failure by the Contractor to rectify notification of improper conduct within one week shall be a violation of the Contract.

10. **Compliance with Agency Regulations.** The Contractor shall abide by any and all orders and/or directives of the Borough's Director of Health and Welfare or his Assistance Director. Violations of this agreement allow for termination of this Contract by the Borough.

11. **Violation of the Agreement/Remedy.** The failure of the Contractor to abide by the terms/conditions, covenants and promises contained in this agreement shall entitle the Borough to terminate this agreement without further liability to the Contractor. The Borough reserves the right to pursue any additional legal remedies for such violations.

12. **Notification to Customers.** The Contractor shall notify each and every person whose garbage, and refuse matter, etc. is to be removed and on what days. The Contractor will make his collections and shall also keep them constantly notified of any changes of said days and hours of making such collections by publications in *The Star Ledger*.

13. **Insurance and Bond.** The Contractor shall file with the Clerk of the Borough of Alpha at the execution of the formal Contract, certificate(s) showing: the Borough of Alpha, its employees and agents, as a named insured; showing that all employees are properly covered by workers compensation insurance, as well as showing that each and every vehicle used by him in the performance of said work is covered by insurance of not less than the following limits:

Property Damage(s) Liability Insurance: \$300,000.00

Public and Personal Injury Liability Insurance:

\$1,000,000.00 as to any one person;

\$2,000,000.00 as to any one accident.

The Contractor agrees to provide to the Borough the proper insurance certificates and performance bond as more particularly described in the proposal and instructions to bidders within ten (10) days of the execution of the Contract.

14. **Time of Payment.** If the proposal is accepted by the Borough of Alpha and the Contract is awarded, payment for service shall be made in monthly and/or bi-weekly installments in accordance with the bid price as agreed upon between the parties.

15. **Permits.** The Contractor represents that it has obtained all necessary permits and approvals authorizing and permitting the collection and disposal of garbage and refuse and recycling materials.

16. **Incorporation of Proposal and Instructions to Bidders.** The Borough and Contractor agree that the proposal and Instructions to Bidders shall be incorporated and made a part of this Contract, but shall not however supersede any specific performance of this Contract.

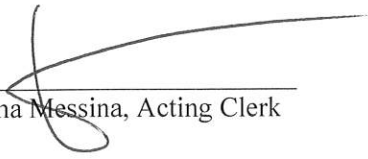
17. **Assignment of Delegation.** The Borough and Contractor agree that the within Contract and any interest or obligation arising therein, shall not be assigned or delegated without the prior written consent of the other party. The Contractor shall not assign any monies due or to become due and owing without the prior written consent of the Borough.

18. **Entire Agreement.** The within Contract is binding upon the Borough and Contractor, their successors, assigns and legal representatives. The within Contract constitutes the entire agreement between

the Borough and Contractor and may not be amended or repealed unless by written instrument executed by both parties.

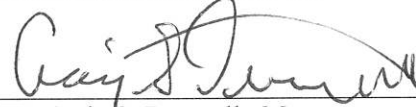
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15 day of September, 2020.

ATTEST:

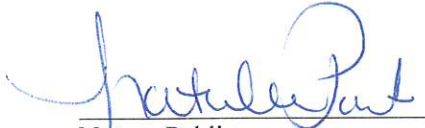


Donna Messina, Acting Clerk

THE BOROUGH OF ALPHA



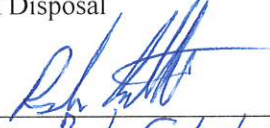
Hon. Craig S. Dunwell., Mayor



Notary Public

NATALIE A PAINTER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50070082
MY COMMISSION EXPIRES OCT. 16, 2022

LMR Disposal

By: 
Name: Rob Colantrelle
Title: owner