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10-93

AGREEMENT

This Agreement, made as of this 17 day of June, 2010 by and between the Borough of Bogota, a municipal corporation of the State of New Jersey with its principal offices located at 375 Larch Avenue, Bogota, NJ 07603 (hereafter, the Borough) and the City of Hackensack located at 65 Central Avenue, Hackensack, NJ 07601 (hereafter, the City),

WITNESSETH:

WHEREAS, the Borough of Bogota and the City of Hackensack, by resolutions duly adopted by their respective governing bodies, wish to extend an agreement pursuant to which the City will provide recycling services under the terms set forth herein;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. The term "recycling service" is defined, for the purpose of this Agreement, as the collection and transport of paper, cardboard, and commingled glass, tin, aluminum, and plastic containers from Residential, Multi-family, Schools and Commercial businesses in the Borough which will be required to be processed Green Sky Industries, 42 Chestnut Street, Clifton, NJ 07011, unless otherwise directed by the Borough, with all recyclable revenue accruing to the benefit of the Borough.

2. The City will provide all labor and equipment necessary to perform once a week recycling services on behalf of the Borough. It is the intent of the parties that the City will continue to provide recycling services to the Borough in the manner in which they are currently being provided.
3. Recycling services will be performed every Wednesday. When the collection day falls on a national (Federal) holiday, the collection shall be rescheduled to the next work day.
4. The Borough will pay the City \$1,250.00 per collection day for the first year, \$1,350.00 for the second year and \$1,450.00 for the third year of the three year Agreement. The City will invoice the Borough on or about the first of each month for collections made the preceding month, and the Borough will pay all invoices within 60 days of presentation. All bills not paid within 60 days of presentation shall bear interest at a rate of 1 ½ % per month (18% per annum) from the date of presentation until paid. If and in the event the City realizes any unanticipated costs the City will notify the Borough of said costs. If either party is not in agreement of said increases then either party shall have the right to cancel the Agreement upon 90 days written notice to the other party.
5. The Borough will take appropriate steps to advise all residents, multi-family

owners, schools and commercial businesses of any collection requirements, both now or in the future, which must be met in order for the City to provide service.

The Borough will continue to place recyclable materials at curbside in the manner in which the Borough has collected recyclables in the past. The current time for placement of recycling materials curbside is 5:30 am.

6. The City will have sole discretion in designing collection routes and selecting personnel and equipment for carrying out this contract. However, under no circumstance shall the City employ less than two (2) trucks per collection day.
7. If events beyond the control of the City prevent the collection of recyclables on any scheduled collection day, the City will endeavor to notify the Borough as soon as practicable. The City will, however, make collection on the next work day.
8. The City will not be responsible for any contaminated material, any material that is improperly packaged for collection or any material that is not at the curb the time the City collection vehicle passes the residence.
9. The City will carry appropriate general liability, auto, and worker's compensation insurance covering its activities and employees. The parties acknowledge that the City is an independent contractor and not an agent of the Borough.
10. The terms of this Agreement is from July 7, 2010 to July 6, 2013. This Agreement may be terminated at any time by either party, with or without cause.

by 90 days written notice to the other party.

11. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement will be valid unless in writing and adopted by resolution of the respective governing bodies of the Borough and the City.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year set forth above.

ATTEST:

Borough of Bogota

Francis Subiti
BY:

[Signature]

ATTEST:

City of Hackensack

Alexa Heck
BY:

[Signature]

Contract hack recycling

**CITY OF HACKENSACK
RESOLUTION**

NO. 172-10

OFFERED BY: SASSO

SECONDED BY: MELFI

WHEREAS, the City of Hackensack and the Borough of Bogota wish to enter into an inter-local service agreement pursuant to which the City will provide recycling services to the Borough of Bogota; and

WHEREAS, the Borough of Bogota will pay to the City of Hackensack \$1,250.00 per collection day for the first year, \$1,350.00 for the second year and \$1,450.00 for the third year of this three year Agreement; and

WHEREAS, any revenue realized from recycling will continue to be paid directly to the Borough; and

WHEREAS, an inter-local agreement between the City of Hackensack and the Borough of Bogota has been prepared setting forth the terms and conditions of the Agreement between the Borough and the City; and

WHEREAS, the inter-local agreement incorporates all of the terms of the agreement between the parties; and

WHEREAS, the agreement may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party; and

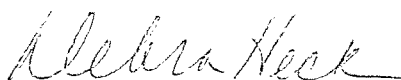
WHEREAS, the Mayor and Council finds that it is in the best interests of the residents of the City of Hackensack to enter into the inter-local agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Hackensack, County of Bergen and State of New Jersey that the Mayor is hereby authorized and directed to execute the inter-local agreement between the City of Hackensack and the Borough of Bogota for the collection of recyclables; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be kept on file in the City Clerk's office and shall be available for public inspection during regular business hours.

Roll Call - Ayes: Labrosse, Sasso, Meneses, Melfi, Townes

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON JUNE 15, 2010.**



CITY CLERK

BOROUGH OF BOGOTA
RESOLUTION

COUNCIL	YES	NO	ABSENT	ABSTAIN	NO VOTE
NOTO	/				
MITCHELL			/		
SHARP	/				
JACKSON			/		
BROPHY			/		
NUNEZ	/				

DATE: 6-17-10

RESOLUTION#: 10-93

MOTION BY: Noto

SECOND BY: Sharp

**Re: Authorizing the Execution of an Inter-Local Agreement between the
Borough of Bogota and the City of Hackensack for Recycling Services**

WHEREAS, the Borough of Bogota and the City of Hackensack wish to enter into an Inter-Local Agreement pursuant to which the City will provide recycling services to the Borough of Bogota; and

WHEREAS, The Borough will pay the City \$1,250.00 per collection day for the first year, \$1,350.00 for the second year and \$1,450.00 for the third year of the three year of the Agreement; and

WHEREAS, any revenue realized from recycling will continue to be paid directly to the Borough; and

WHEREAS, an Inter-Local Agreement between the Borough of Bogota and the City of Hackensack has been prepared setting forth the terms and conditions of the Agreement between the Borough and the City; and

WHEREAS, the Inter-Local Agreement incorporates all of the terms of the agreement between the parties; and

WHEREAS, the execution of the within Inter-Local Agreement has been reviewed by the Borough Attorney and the execution of the same recommended by the Borough Attorney; and

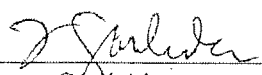
WHEREAS, the Agreement may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party; and

WHEREAS, the Mayor and Council finds that it is in the best interests of the Borough to enter into the Inter-Local Agreement;

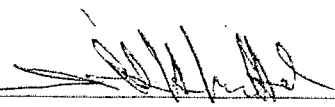
NOW, THEREFORE BE IT RESOLVED BY the Mayor and Council of the Borough of Bogota, County of Bergen and State of New Jersey that the Mayor is hereby authorized and directed to execute the Inter-Local Agreement between the Borough of Bogota and the City of Hackensack for the collection of recyclables; and

BE IT FURTHER RESOLVED a copy of this resolution shall be kept on file in the Borough Clerk's office and shall be available for public inspection during regular business hours.

ATTEST:



Frances Garlicki,
Borough Clerk



Patrick H. McHale, Mayor

Resol Hack recycling

I hereby certify that this is a true copy of a Resolution adopted by the Mayor and Council of the Borough of Bogota at a Public Meeting held on

6-17, 2010

