

**AGREEMENT**  
**BETWEEN THE**  
**FRANKLIN LAKES BOARD OF EDUCATION**  
**AND**  
**GAETA RECYCLING CO., INC.**

**THIS AGREEMENT**, made this \_\_\_\_ day of September, 2022, between the Franklin Lakes Board of Education (hereinafter referred to as the "Board") with its principal offices located at 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417 and GAETA Recycling Co., Inc. (hereinafter referred to as "GAETA") with offices located at 278-282 West Railway Avenue, Paterson, New Jersey 07503.

**WITNESSETH:**

**WHEREAS**, the Franklin Lakes School District (hereinafter referred to as the "District") faces an emergency situation with regard to its need for solid waste and recyclable materials collection services; and

**WHEREAS**, in light of this emergency the Board is authorized, pursuant to N.J.S.A. 18A:18A-7, to enter into this Agreement for the provision of such services; and

**WHEREAS**, GAETA is prepared to furnish such services in accordance with the terms set forth herein;

**NOW THEREFORE,** based upon the foregoing premises and mutual promises and covenants contained herein, the parties agree as follows:

I. **SERVICES TO BE PROVIDED**

A. Manner of Services: GAETA shall provide solid waste and recyclable materials collection services at the locations listed herein. Such services shall be provided in accordance with the provisions of this Agreement and in a manner that is consistent with industry standards and necessary to ensure the safety of occupants, motorists and pedestrians on the Board's properties.

B. Hours of Service: GAETA shall render services in accordance with the provisions of this Agreement. Specific pick-up schedules for collection services under this contract are to be approved by the School Business Administrator prior to the start of the contract period of performance. All work must be coordinated with the School Business Administrator and must not interfere with school day traffic flows at each location, or interrupt or endanger school students, personnel or operations. Any changes to specific work schedules throughout the period of performance of this contract must be pre-approved by the School Business Administrator prior to any change being instituted.

GAETA shall provide pick-up services for refuse and comingled recycling at the following locations:

Locations

GAETA shall provide pick-up services for refuse and comingled recycling at the following school locations:

1. High Mountain Road School - 765 High Mountain Road
2. Woodside Avenue School - 305 Woodside Avenue
3. Colonial Road School - 749 Colonial Road
4. Franklin Avenue Middle School - 755 Franklin Avenue

Pick-Up Parameters

GAETA shall provide pick-up services based on the following schedules:

REFUSE

<u>School Location</u>	<u>Dumpster Type</u>	<u>Pick-Up Schedule</u>
High Mountain Road	One 6 Cubic Yard	Two times weekly
Woodside Avenue	One 6 Cubic Yard	Two times weekly
Colonial Road	One 6 Cubic Yard	Two times weekly
Franklin Avenue Middle School	Two 6 Cubic Yard	Two times weekly

PAPER RECYCLING

<u>School Location</u>	<u>Dumpster Type</u>	<u>Pick-Up Schedule</u>
High Mountain Road	One 6 Cubic Yard	First and third Wednesday of each month
Woodside Avenue	One 6 Cubic Yard	First and third Wednesday of each month
Colonial Road	One 6 Cubic Yard	First and third Wednesday of each month
Franklin Avenue Middle School	One 6 Cubic Yard	First and third Wednesday of each month

COMINGLED RECYCLING

School Location	Dumpster Type	Pick-Up Schedule
High Mountain Road	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Woodside Avenue	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Colonial Road	One 2 Cubic Yard	Second and Fourth Wednesday of each month
Franklin Avenue Middle School	One 2 Cubic Yard	Second and Fourth Wednesday of each month

All refuse and comingled recycling pickups must be made prior to the start of the school day. The school day begins promptly at 6:30 A.M.

C. Provision of Labor, Equipment and Materials:

1. GAETA shall perform all services in strict accordance with the terms and conditions set forth herein and all local ordinances, statutes, regulations.

2. GAETA shall do all the work, provide all labor, furnish all materials, tools, vehicles, implements, equipment and materials necessary to perform the services required under this Agreement.

a. GAETA represents that it has sufficient labor, equipment and materials necessary to provide the services specified in this Agreement and agrees to commit same for that purpose during the term of this Agreement.

b. GAETA shall ensure that all vehicles used to provide the services specified in this Agreement are properly licensed and approved for such operation in the State of New Jersey.

c. All materials and equipment used by GAETA shall be new and covered by the applicable manufacturer's warranty.

## II. ADDITIONAL RESPONSIBILITIES OF GAETA

A. Care of Premises and Persons: In providing services specified in this Agreement, GAETA shall exercise due care to ensure:

1. the safety of persons on the Board's properties;
2. to protect the Board's properties from damage;
3. that the normal operation of the Board's school programs are in no way disrupted;

B. Damages: All damages incurred to the existing facilities by GAETA's operation, as solely determined by the Board, shall be repaired or replaced at GAETA's expense. Damages include, but are not limited to, fencing, benches, walkways, structures, irrigation, lights and equipment.

C. Permits: GAETA represents and warrants that it has secured and is operating with all necessary permits and authority to provide all services as specified by the Board.

D. Insurance: The minimum insurance coverage required by the Board to be maintained by GAETA shall be as follows, unless a greater amount is required by law:

1. Workers Compensation:

Applicable Federal, State: Employers' Liability	Statutory \$1,000,000.00 (each accident)
Disease - Each Employee	\$1,000,000.00
Disease - Policy Limit	\$1,000,000.00

2. Liability Insurance:

Comprehensive General Liability and Comprehensive Automobile Liability as follows:

a) Personal Injury and Advertising Injury (with Employment Exclusion Deleted) and including coverage for liability arising from false arrest, malicious prosecution, willful detention, libel, slander, defamation of character, invasion of privacy and wrongful egress or entry)

Each Occurrence per Location	\$2,000,000.00
Aggregate per Location	\$2,000,000.00

b) Property Damage:

(Broad Form Including Completed Operations)

Each Occurrence per Location	\$2,000,000.00
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c) Automobile Liability:

(Owned, Non-Owned and Hired and Leased)

Personal Injury Each Person	\$2,000,000.00
Personal Injury Each Occurrence	\$2,000,000.00
Property Damage Each Occurrence	\$1,000,000.00

3. Excess Umbrella Liability: \$4,000,000.00

Excess liability shall cover over Employers' Liability, Automobile Liability and General Liability including but not limited to liability and products/completed operations liability.

4. Contractual Liability Endorsement \$2,000,000.00  
(Covering liability assumed under the indemnification provision in this Agreement and deleting any third party beneficiary exclusion)
5. Products and Completed Operations \$2,000,000.00

A certificate of insurance which names the Board, its officers, agents, employees and consultants as additional insureds shall be furnished to the Board at the time the contract is signed, evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least A.

Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without 30 days prior written notice to the Board. All insurance required above shall remain in full force and effect until the final contract payment.

In the event GAETA fails or refuses to renew its insurance policy, or the policy is cancelled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the Board may refuse to make payment of any further monies due under this contract for the periods and amounts referred to above.

Each insurance policy shall provide that neither GAETA, nor its insurer, shall have any right to subrogation against the

governing body. Each insurance policy shall provide primary and non-contributory coverage for any and all losses and shall be drafted so as to protect all of the parties.

E. Indemnification: GAETA shall indemnify and hold harmless the Board, its officers, agents, employees and servants from any and all claims, demands, suits, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that may arise directly or indirectly out of or in connection with the work or by reason of GAETA's operations under this Agreement, or from any act or omission by GAETA, its agents, employees or subcontractors that result in any personal injury or property damage. The Board may defend itself, at GAETA's expense, from any claim or lawsuit which may arise out of GAETA's performance or lack of performance under the terms of this Agreement or the Board may elect to have GAETA provide the Board with legal representation at GAETA's own expense. This provision shall survive the termination of this Agreement.

F. Warranty: In addition to the warranties set forth in the specifications, GAETA warrants that the services to be rendered to the Board shall be furnished in a workmanlike manner in accordance with industry standards, as well as all applicable federal and state statutory requirements, local ordinances and administrative regulations. GAETA shall repair any and all damage to the Board's property which is caused by GAETA, its employees,



servants or agents during the provision of services specified in this Agreement.

G. Subcontracting: GAETA shall not subcontract the services to be performed pursuant to this Agreement, or any portion thereof, without the prior written approval of the Board.

H. Law Against Discrimination: The parties to this Contract agree to incorporate into this Agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L., 1975, c. 127, as amended and supplemented from time to time and GAETA agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations. The parties to this Agreement agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and GAETA agrees to comply fully with the terms, provisions and obligations of said section 5.3. GAETA and any approved subcontractors shall at all times comply with the provisions of the Law against Discrimination and the mandatory affirmative action language.

I. Failure to Collect Due to Weather: GAETA shall report to the Board, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude

collection. In the event of severe weather, GAETA shall collect solid waste no later than the next regularly scheduled collection day.

J. Vehicles and Equipment

1. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq. Said vehicles shall be in good mechanical condition and in compliance with the minimum safety, solid waste hauling, licensing and sanitary regulations and the laws of New Jersey. Vehicles shall be no more than ten (10) years old at the commencement of this contract.

2. All collection trucks shall be compaction types, completely enclosed and water tight. All trucks shall be designed to prevent leakage of any fluids or liquids. GAETA shall specify whether the vehicles are side, front or rear loading.

3. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage, and odor. Equipment shall not be overloaded so that garbage or trash may spill or drop in the street nor such equipment allows for the leakage of fluids. Any material which spills of the truck, either during the loading or transportation, must be swept up (broom cleaned) immediately so as to leave the premise or streets in as clean condition as

originally, and failure to do so will be considered a violation of the requirements, and GAETA will be subject to the payment of liquidated damages as hereinafter specified.

4. The Board shall have the right to inspect all vehicles, at any time, during the term of this contract, and GAETA shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Agreement. All vehicles shall be equipped with a broom and shovel to clean up refuse that may be spilled or otherwise scattered during the collection process.

5. The Board may order any of the GAETA's vehicles used in performance of this Agreement out of service if the vehicle is not maintained in accordance with the requirements of this Agreement. In such event, GAETA shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Board.

6. All vehicles shall be equipped with a working radio or cellular phone. The supervisor in the area must also have a working radio or cellular phone equipped vehicle to contact office. The cellular phone numbers must be given to the School Business Administrator and the Superintendent of Schools.

III. PAYMENT BY BOARD

A. Compensation: The Board shall pay GAETA as follows:

Refuse Removal: \$3,333.00 per month

Recycling: \$625.00 per month

B. Additional Work Requests: The Business Administrator may request additional pick-ups at each location, which, if authorized by the Business Administrator, will entitle GAETA to additional services per location as follows:

EXTRA PICK-UP  
6 CUBIC YARD REFUSE CONTAINER Sixty Dollars (\$60)

EXTRA PICK-UP  
2 CUBIC YARD RECYCLING CONTAINER Twenty Dollars (\$20)

EXTRA PICK-UP  
6 CUBIC YARD RECYCLING CONTAINER Thirty Dollars (\$30)

No additional services shall be provided until GAETA receives an executed purchase order authorizing the work. The Board shall have no liability for the payment of additional services in the event GAETA fails to comply with this provision.

C. Payment for Additional Services: In the event additional services are required which would result in an increase in GAETA's fee, GAETA shall obtain the written authorization of the Board prior to proceeding with the additional services, in accordance with Paragraph B above.

D. Manner of Payment: GAETA shall submit a duly executed voucher with all invoices for the services provided. Every

effort will be made to pay vendors and GAETA within sixty (60) days of acceptance by the Board, provided the Board receives the appropriate documentation from the vendor. Payment will be rendered upon completion of services covered by the payment application to the satisfaction of the Board, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board, at its discretion, may make partial payments. All payments are subject to approval by the Board at a public meeting. It is the responsibility of the GAETA to check the website at [www.franklinlakes.k12.nj.us/](http://www.franklinlakes.k12.nj.us/) for any changes of the regular meeting dates. Payment may be delayed from time to time depending on the Board meeting schedule. This provision is a permissible exception to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution.

E. Invoices: The invoice must clearly outline the services rendered and the date(s) the services were rendered. The invoice must include the full name and address of the company. The invoice must include the purchase order number from the Board. The invoice must have the company's invoice number that may be used as reference. The invoice must be submitted to the Business Office within thirty (30) days of service, as follows:

1. Within 30 days after the end of each calendar month during the term of the contract during which the GAETA provided

services, GAETA will submit an invoice to the Board for the preceding calendar month (the "Billing Month").

2. The Board reserves the right to withhold payment in the event the services do not conform to the requirements set forth herein. Payment may also be withheld by the Board for violations of the Agreement requirements in accordance with the violations schedule set forth herein.

IV. **DURATION, FAILURE OF PERFORMANCE AND TERMINATION**

A. Duration of Agreement: The contract period shall be for a period of sixty (60) days, beginning on September 26, 2022 and ending on November 26, 2022.

B. Violations of Agreement Requirements: It is understood that the orderly and proper collection of garbage, refuse, trash, paper, rubbish, other solid waste materials and recycling materials is a matter of serious and vital concern to the Board because of the effect which the same may have upon the health and welfare of its staff and students. Occasional and minor violations may occur during the course of the performance of the contract. Since it is difficult to calculate the actual damage to the Board for failure to comply with the contract requirements, in addition to all its other remedies, the following stipulated penalties and damages may be invoked on behalf of the Board by the School Business Administrator or in his absence, the Superintendent of Schools, whose determination and certification

of the same shall be final. The School Business Administrator or his designee shall notify GAETA of all violations. If the violation is not corrected promptly, the School Business Administrator may invoke damages and make an appropriate deduction from the next payment due to GAETA in accordance with the following violation schedule:

1. Failure of a truck and crew to operate and finish a regular route - \$1,000 per day.
2. Failure to collect garbage and trash properly in place - \$500 per location.
3. Using or maintaining trucks in a leaking or unsanitary condition - \$1,000 per offense.
4. Damaging or carrying away permanent receptacles - repair or replace with equal quality receptacles within five working days.
5. Failure to clean up any materials spilled from or draining off equipment - \$500 per offense.
6. Failure to return receptacles to the proper position- \$100 per offense.
7. Failure to clean up spillage at an individual property - \$100 per offense.
8. Failure to promptly repair damaged public facilities after notice and adequate time to repair - up to \$500 per offense as determined by the Board.
9. Failure to otherwise perform the contract in accordance with these specifications after notice and adequate time to cure - up to \$500 per offense as determined by the Board.

C. Termination of Agreement for Cause: If the Board

determines that GAETA has failed to comply with the terms and

conditions of the bid and/or proposal upon which the issuance of the contract is based or that GAETA has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then, in addition to all its other remedies, the Board shall have the authority to immediately terminate the contract upon written notice to GAETA setting forth the reason for termination and the effective date of termination.

1. Termination of the contract by the Board does not absolve GAETA from liability for damages caused by GAETA's breach of this Agreement. The Board may withhold payment due to GAETA and apply same towards damages, including but not limited to any additional cost to the Board for the procuring of said services or goods from other sources.

2. GAETA further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this Agreement.

D. Termination of Agreement for Convenience: The Board may terminate the contract for convenience by providing thirty (30) calendar days advanced notice to GAETA. Said termination shall be without any liability or penalty to the Board except that GAETA shall be paid for services that are properly rendered up to the date of termination. In no event shall the Board be liable to GAETA for any other costs or expenses of any kind whatsoever, including



but not limited to loss of profits, loss of business advantage, compensatory or consequential damages.

E. Notice: Notice shall be deemed effective upon receipt. The Board's termination of the Agreement shall be with full reservation of all rights and remedies available to the Board, including but not limited to specific performance and/or resort to the performance bond.

V. **MISCELLANEOUS PROVISIONS:**

A. GAETA acknowledges that this is a school district, with school buildings and children and that special attention to public safety is required. No activities of GAETA shall impact upon the educational process at the schools.

B. The various rights and remedies of the parties set forth in this Agreement are cumulative and the failure of either party to enforce strict performance of the covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any such covenant or condition and same shall continue in full force and effect.

C. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

D. This Agreement represents the entire agreement

between the parties. No additions, changes or modifications, renewals, extensions or other representations or promises shall be binding unless reduced to writing and signed by both parties.

E. This Agreement is subject to any and all statutes enacted by the federal government and the State of New Jersey, municipal ordinances and all regulations promulgated by any agency of the federal and state government.

F. This agreement shall be governed by the laws of New Jersey. Any and all claims, disputes or other matters in question between the Board and GAETA arising out of or relating to this Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in Bergen County, New Jersey. **GAETA hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to this Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and voluntarily made by GAETA.**

G. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

H. This Agreement shall be binding upon and inure to the benefits of the parties, their successors and their assigns.

I. GAETA shall at all times comply with any and all statutory and governmental requirements imposed by the State of New

Jersey, the County of Bergen and the Borough of Franklin Lakes at no additional cost to the Board. Further, the GAETA shall comply with all the requirements of N.J.A.C. 7:26A-6 et seq., at no additional cost to the Board. No surcharges or assessments of any kind in connection with the services provided herein shall be charged to the Board.

J. Recycling Requirements. GAETA MUST provide a verified written monthly tonnage report by the 10<sup>th</sup> of each month, for the previous month. Said report shall include weight of each recyclable material, date it was received by a certified recycling market and end market for each material. If the Board does not receive the information required in a timely manner to fill out of the State mandated recycling reports, the Board reserves the right to withhold payment for recycling services until the information is received and verified as being correct.

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**IN WITNESS WHEREOF**, the parties have caused these presents to be signed by their proper corporate officers and their corporate seals hereto affixed the day and year first above written.

ATTEST:

FRANKLIN LAKES BOARD OF  
EDUCATION

\_\_\_\_\_  
Trenae Lambkin  
Board Secretary/Business  
Administrator

By: \_\_\_\_\_  
Elisa Billis  
Board President

Dated: \_\_\_\_\_

ATTEST:

GAETA RECYCLING CO., Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
MICHAEL PORTANNESE  
President

Dated: \_\_\_\_\_