

MEETING OF MAYOR AND COUNCIL
AGENDA – OCTOBER 20, 2021

* MEETING CALLED TO ORDER – SALUTE TO THE FLAG – MOMENT OF SILENCE

* OATH OF OFFICE

Nicholas Stasi

* ROLL CALL:

Mayor Slavicek

Council President Dzingleski

Councilman Duffy

Councilman Karczewski

Councilman Mena

Councilman Reid

Councilman Stasi

* OPEN PUBLIC MEETINGS ACT STATEMENT

Adequate notice of this meeting has been provided as is required under Chapter 231 Public Law 1975 specifying the time, date, location and to the extent known the agenda by posting a copy on the bulletin board in the Municipal Building outside of the meeting room and providing a copy to The Home News Tribune and Sentinel newspapers and by filing a copy in the office of the Municipal Clerk in accordance with certification which will be entered in the minutes of this meeting.

* PUBLIC PORTION

During the Public Portion of any Council Meeting members of the Public may only speak on topics of concern to the residents of the Borough. Each individual will be given five minutes to speak as per the Rules to Govern adopted on January 4, 2021.

During the Public Portion of any meeting, the members of the Public as well as the Governing Body shall be courteous and respectful to one another. No comments and/or behavior that are considered disrespectful, ill-willed, or with the intent to harass will be tolerated. If such behavior occurs, then that individual member of the Public will be asked to sit down and his or her turn to speak will be over, even if the five minutes is not.

The Mayor read the letter he sent to the Senators regarding the flooding in Helmetta.

* CONSENT AGENDA RESOLUTION 2021 -

Report of Municipal Clerk, Tax Collector,

Resolutions:

2021 – 132 Governing Body Certification of the Annual Audit

133 Hiring of Full Time Public Works Employee

134 Hourly Wage Increase of Public Works Employee

135 Hiring of Part-Time Assistant to Fire Marshall/Code Enforcer

136 Refund of Lien Tax Holder Tax Sale Payment
137 Payment of Bills
138 Execution of Yard Waste Recycling and Marketing Services with MCIA
Application of Chris Reid to Helmetta Fire Department

- * ACCEPTANCE OF MINUTES – September 15, 2021
- * REPORTS – Mayor, Committees, Attorney, Administrator
- * RESOLUTION # 2021 - (if needed)
- * ADJOURNMENT

REPORT OF MUNICIPAL CLERK

September, 2021
PIng

Sandra Bohinski
Marr

		Copies	Marr Lic	Bd	Recycling	Cer	Solicitor	Auction
Seely	\$28.00		\$28.00					
DeStefno	\$28.00		\$28.00					
Martin	\$19.40				\$19.40			
Surman	\$28.00		<u>\$28.00</u>					
Ruby	<u>\$19.40</u>				<u>\$19.40</u>			
Total	\$122.80		\$84.00		\$38.80			
Dog & Cat License	\$26.00							

BOROUGH OF HELMETTA

REPORT OF THE TAX COLLECTOR

MONTH OF: AUGUST

DATED: 10/7/2021

TAXES 2020 7,280.99
 TAXES 2021 59,236.34
 TAXES 2022 4,458.98
 DISBURSEMENTS
 INTEREST 1,305.05

COSTS FOR TAX SALE
 LIEN REDEMPTION + INT
 RECORDING FEES
 DUPLICATE CERT
 DUPLICATE BILL
 TAX SALE PREMIUMS

TOTAL 72,261.36

TAX COLLECTORS' TRUST

PRIOR BALANCE
 DEPOSITS

12,498.70 8/31/2021
 4.16 INT 9/30
12,502.86

DISBURSEMENTS

BANK BALANCE
 LEDGER BALANCE

0.00
12,502.86
12,502.86

Tina McShannell
 TINA MCDERMOTT
 TAX COLLECTOR

ADJUSTMENTS

TRANSFER OVERPAY (6,310.95)
 100% DISABLED VET (3,219.68)
 LIENHOLDER \$ (1,798.37)

(11,329.00)

CLOSING BALANCES

	DEBIT	CREDIT	NET
2019	0.00	(38,011.10)	(38,011.10) Kaplan
2020	10,939.25	(0.50)	10,938.75
2021	1,493,209.87	(4,732.78)	1,488,477.09

Ledger Bal

Statement Bal
 9/30/2021

BOROUGH OF HELMETTA
2020
 DELINQUENT TAXES AS OF:

9/30/21

	TOTAL	Penalty		<u>2020</u>
		to 2021		
		misc transfer over pay-wipp		89.68
<hr/>				
new llen				
	Cash Recpts	adj		
JANUARY	65,909.28 (10,373.62)	50.70 wipp		55,586.36
FEBRUARY	55,586.36 (5,773.32)	(50.70) wipp		49,762.34
MARCH	49,762.34 (11,422.30)	(17.57) wipp		38,322.47
APRIL	38,322.47 (1,838.32)	(85.78) wipp		36,398.37 *
MAY	36,398.37 (1,646.81)	89.68		34,841.24
JUNE	34,841.24 (2,253.48)			32,587.76
JULY	32,587.76 (12,621.85)			19,965.91
AUGUST	19,965.91 (1,785.67)			18,200.24
SEPTEMBER	18,200.24 (7,260.99)	(0.50)		10,938.75
OCTOBER				0.00
NOVEMBER				
BALANCE			\$	10,938.75

correction *

RESOLUTION
#2021- 132
GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2020 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Borough Council of the Borough of Helmetta, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON OCTOBER 20,2021.

Sandra Bohinski, RMC
Municipal Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

We, members of the governing body of the Borough of Helmetta, in the County of Middlesex, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the Borough Council of the Borough of Helmetta in the County of Middlesex;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2020;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this
_____ day of _____
Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**RESOLUTION
#2021- 133
HIRING OF FULL TIME PUBLIC WORK EMPLOYEE**

WHEREAS, the Public Works Department had a vacancy in its department;

WHEREAS, interviews were conducted for this vacancy;

WHEREAS, the Public Works committee and Public Works supervisor has recommended that Ryan Ericson be hired for the position;

NOW THEREFORE BE IT RESOLVED, that Ryan Ericson hereby be employed as a full time employee of the Public Works Department retro active to October 12th and his rate of pay be \$18.00 per hour;

BE IT FUTHER RESOLVED, that Ryan be entitled to health insurance coverage under N.J. Direct or comparable plan. Upon receiving his CDL license, his rate of pay shall increase to \$19.00

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC
Municipal Clerk

RESOLUTION
#2021- 134
HOURLY WAGE INCREASE OF PUBLIC WORKS EMPLOYEE

WHEREAS, the Chris Koenig has been working for the Public Works department;

WHEREAS, the Public Works committee has talked about raising the hourly rate of Borough Laborers in town;

WHEREAS, the Public Works committee has agreed to increase this rate;

NOW THEREFORE BE IT RESOLVED, that Chris Koenig's hourly rate be increased to \$19.00 starting October 21st;

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC
Municipal Clerk

RESOLUTION
#2021- 135
HIRING PART-TIME ASSISTANT TO FIRE MARSHALL/CODE ENFORCER

BE IT RESOLVED, that Andrew Landstrom be appointed part-time assistant at an hourly rate of \$20.00;

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC
Municipal Clerk

Batch: CTC	Updated Payments:	1	Updated Payment Amt:	1,095.86-	Updated Interest:	7.13-	Ref Num: 10905
			Updated Total:	1,102.99-			
	Updated Revenue:	2	Updated Revenue Amt:	1,102.99-			

Need to refund
Sunset Global
Assets

0.*

0.*

1,102.99*

1,152.62*

2,255.61*+

002

Batch Id: CTC		Batch Type: Payment/Reversal		Batch Date: 10/07/21		Sort By: Sequence				
Type	Id	Name/Comment	Block/Lot/Qual	Yr/Prd Code	Principal	Interest	Total Mthd Chk Id	Description	Date	Seq
Outside Buyer	Subseq	Adj Code	Subseq Cert Num			Install Int				
Tax		WOODS, KANIKA A & LA	21. 7.1	21 2 006R	1,095.86-	7.13-	1,102.99-CX 1518	SUNSET GLOBAL ASSETS	10/07/21	1
Subsequent		088	17-00007							
Original Payment Date:		05/14/21		Payment Reference:		10572 2				

October 7, 2021
06:47 PM

BOROUGH OF HELMETTA
Payment/Reversal Batch Totals for Batch: CTC

Code Description	Count	Principal			Future	Interest	Total
		Arrears/Other	2020	2021			
006 LIENHOLDER TAXES	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99
Tax Totals	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99
Cash Over/Short	0	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99
Payments:	0	0.00	0.00	0.00	0.00	0.00	0.00
Non NSF Reversals:	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99
NSF Reversals:	0	0.00	0.00	0.00	0.00	0.00	0.00
Total Cash:	0.00	Total Check:	1,102.99-	Total Credit:	0.00	Total Voucher:	0.00

Adjustment Code	Description	Amount	Date
088	LIENHOLDER PAYMENT	1,102.99-	10/07/21
Total Adjustments		1,102.99-	

Bank Id	Count	Arrears/other	Principal		Future	Interest	Total
			2020	2021			
01607	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99
Grand Totals	1	0.00	0.00	1,095.86	0.00	7.13	1,102.99

Bank Id	Cash	Check	Credit	Voucher
Grand Totals	0.00	1,102.99	0.00	0.00

BOROUGH OF HELMETTA
 Payment/reversal batch Finance Posting Report for Batch: CTC

October 7, 2021
 06:47 PM

Account	Type	Description	Source	Total	Date
1-01-04-000-010	Revenue 01607	2021 TAXES CURRENT ACCOUNT	TAX COLLECTOR	1,095.86-	10/07/21
		Db: 1-01-112-04-000-021 TAXES RECEIVABLE 2021	Cr: 1-01-101-01-000-000 Cash - Current		
1-01-08-112-000	Revenue 01607	Interest & Costs on Taxes CURRENT ACCOUNT	TAX COLLECTOR	7.13-	10/07/21
		Db: 1-01-192-08-000-000 ANTICIPATED REVENUE	Cr: 1-01-101-01-000-000 Cash - Current		
Fund 01					
Total To Be Posted:				1,102.99-	
Total Not To Be Posted:				0.00	

There are NO errors in this listing.

Batch: CTC	Updated Payments:	1	Updated Payment Amt:	1,096.17-	Updated Interest:	56.45-	Ref Num: 10907
			Updated Total:	1,152.62-			
	Updated Revenue:	2	Updated Revenue Amt:	1,152.62-			

Batch Id: CTC		Batch Type: Payment/Reversal		Batch Date: 10/07/21		Sort By: Sequence				
Type	Id	Name/Comment	Block/Lot/Qual	Yr/prd Code	Principal	Interest	Total Mthd Chk Id	Description	Date	Seq
Outside Buyer		Subseq Adj Code	Subseq Cert Num			Install Int				
Tax		WOODS, KANIXA A & LA	21. 7.1	21 1 006R	1,096.17-	56.45-	1,152.62-CX 1518	SUNSET GLOBAL ASSETS	10/07/21	1
Subsequent		088	17-00007							
Original Payment Date: 05/14/21		Payment Reference: 10572		1						

Payment/Reversal batch Totals for Batch: CTC

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2020	2021	Future		
006 LIENHOLDER TAXES	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62
Tax Totals	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62
Cash Over/Short	0	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62
Payments:	0	0.00	0.00	0.00	0.00	0.00	0.00
Non NSF Reversals:	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62
NSF Reversals:	0	0.00	0.00	0.00	0.00	0.00	0.00

Total Cash: 0.00 Total Check: 1,152.62 Total Credit: 0.00 Total Voucher: 0.00

Adjustment Code	Description	Amount	Date
088	LIENHOLDER PAYMENT	1,152.62	10/07/21
Total Adjustments		1,152.62	

Bank Id	Count	Principal					Total
		Arrears/other	2020	2021	Future	Interest	
01607	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62
Grand Totals	1	0.00	0.00	1,096.17	0.00	56.45	1,152.62

Bank Id	Cash	Check	Credit	Voucher
Grand Totals	0.00	1,152.62	0.00	0.00

Account	Type	Description	Source	Total	Date
1-01-04-000-010	Revenue 01607	2021 TAXES CURRENT ACCOUNT	TAX COLLECTOR	1,096.17-	10/07/21
Db: 1-01-112-04-000-021	TAXES RECEIVABLE 2021		Cr: 1-01-101-01-000-000 Cash - Current		
1-01-08-112-000	Revenue 01607	Interest & Costs on Taxes CURRENT ACCOUNT	TAX COLLECTOR	56.45-	10/07/21
Db: 1-01-192-08-000-000	ANTICIPATED REVENUE		Cr: 1-01-101-01-000-000 Cash - Current		
Fund 01					
Total To Be Posted:				1,152.62-	
Total Not To Be Posted:				0.00	

There are NO errors in this listing.

Balance Type	Year	Prd	Date	Prin/Penalty	Interest Rate	Per Diem	#Days	Interest	Total
Water	2020	4	12/03/20	80.92	18.00	0.040460	328	13.27	94.19
Sewer	2020	4	05/13/21	0.87	18.00	0.000435	168	0.07	0.94
Sewer	2021	1	05/13/21	116.23	18.00	0.058115	168	9.76	125.99
Sewer	2021	2	05/13/21	113.92	18.00	0.056960	168	9.57	123.49
Tax	2021	1	05/14/21	1,152.62	18.00	0.576310	167	96.24	1,248.86
Tax	2021	2	05/14/21	1,102.99	18.00	0.551495	167	92.10	1,195.09
Total:				7,089.55				2,469.16	9,558.71

BALANCE TYPE SUMMARY:

	Certificate Total & Subseq. Prin/Penalty	Interest	Total
Subseq Tax	3,338.05	911.41	4,249.46
Total Tax	3,338.05	911.41	4,249.46
Certificate Water	316.01	0.00	316.01
Subseq Water	2,136.26	987.41	3,123.67
Total Water	2,452.27	987.41	3,439.68
Certificate Sewer	124.13	0.00	124.13
Subseq Sewer	1,615.24	570.34	2,185.58
Total Sewer	1,739.37	570.34	2,309.71
Certificate Cost	65.00	0.00	65.00

Not applicable to lien

LIEN REDEMPTION:

Principal:	7,594.69	
Redemption Penalty (2.00 %):	10.10	
Interest:	2,469.16	
Recording Fees:	53.00	
Other Fees:	12.00	
TOTAL REDEMPTION:	10,138.95	Total Per Diem: 3.268425

Certificate: 17-00007
Prop Loc: 1308 STONERIDGE CIR.

Owner: WOODS, KANIKA A & LAURA A
Address: 1308 STONERIDGE CIR
HELMETTA, NJ 08828

Type of Lien: Outside
Interest Rate: 0.00
Apr 2: N
Premium: 1,400.00

Block/Lot/Qual: 21.
Sale Date: 11/09/17

7.1 -C1308- -
Holder Name: SUNSET GLOBAL ASSETS, LLC

Holder Id: SUNSET

Redemption Calculation Date: 11/01/21
Include Current Charges: N

Address: PO BOX 131
LAKEWOOD, NJ 08701-0131

TAX SALE CERTIFICATE:

Balance Type	Principal	Interest	Total
Water	292.90	23.11	316.01
Sewer	115.05	9.08	124.13
Total:	407.95	32.19	440.14
		Cost:	65.00
		Total Certificate:	505.14
#Days: 1432	Per Diem: 0.000000	Int on Cert:	0.00
	Redemption Penalty (2.00 %):		10.10
	Total:		515.24

SUBSEQUENT CHARGES:

Balance Type	Year	Prd	Date	Prin/Penalty	Interest	Rate	Per Diem	#Days	Interest	Total
Sewer	2017	1	12/05/17	121.32	8.00	0.026960	1406	37.91	159.23	
Sewer	2017	2	12/05/17	119.19	8.00	0.026487	1406	37.24	156.43	
Sewer	2017	3	12/05/17	116.84	8.00	0.025964	1406	36.51	153.35	
Sewer	2017	4	12/05/17	114.58	8.00	0.025462	1406	35.80	150.38	
Water	2017	1	12/05/17	172.55	8.00	0.038344	1406	53.91	226.46	
Water	2017	2	12/05/17	203.11	8.00	0.045136	1406	63.46	266.57	
Water	2017	3	12/05/17	147.27	8.00	0.032727	1406	46.01	193.28	
Water	2017	3	12/05/17	34.98	18.00	0.017490	1406	24.59	59.57	
Water	2017	4	12/05/17	103.42	18.00	0.051710	1406	72.70	176.12	
Sewer	2018	1	02/15/18	114.00	18.00	0.057000	1336	76.15	190.15	
Tax	2018	1	02/15/18	1,082.44	18.00	0.541220	1336	723.07	1,805.51	
Water	2018	1	02/15/18	284.68	18.00	0.142340	1336	190.17	474.85	
Sewer	2018	2	05/24/18	114.25	18.00	0.057125	1237	70.66	184.91	
Water	2018	2	05/24/18	219.41	18.00	0.109705	1237	135.71	355.12	
Sewer	2018	3	08/28/18	114.25	18.00	0.057125	1143	65.29	179.54	
Water	2018	3	08/28/18	285.31	18.00	0.142655	1143	163.05	448.36	
Sewer	2019	1	02/28/19	114.18	18.00	0.057090	963	54.98	169.16	
Water	2019	1	02/28/19	125.03	18.00	0.062515	963	60.20	185.23	
Sewer	2019	2	05/30/19	114.35	18.00	0.057175	871	49.80	164.15	
Water	2019	2	05/30/19	155.16	18.00	0.077580	871	67.57	222.73	
Sewer	2019	4	11/21/19	114.10	18.00	0.057050	700	39.94	154.04	
Water	2019	4	11/21/19	162.28	18.00	0.081140	700	56.80	219.08	
Sewer	2020	2	06/18/20	114.00	18.00	0.057000	493	28.10	142.10	
Water	2020	2	06/18/20	162.14	18.00	0.081070	493	39.97	202.11	
Sewer	2020	4	12/03/20	113.16	18.00	0.056580	328	18.56	131.72	

RESOLUTION
#2021- 136
REFUND OF LIEN HOLDER TAX SALE PAYMENT

WHEREAS, the Lien Holder Sunset Global Assets,LLC inquired about the taxes on 1308 Stoneridge Circle;

WHEREAS, Sunset Global Assets, LLC made a payment in error to 1308 Stoneridge Circle taxes in the amount of \$2,255.61;

WHEREAS, Sunset Global Assets, LLC is now seeking reimbursement for this error;

NOW THEREFORE BE IT RESOLVED, that Sunset Global Assets at PO Box 131, Lakewood, NJ, be sent a reimbursement check of \$2,255.61

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC
Municipal Clerk

RESOLUTION
#2021- 137
Payment of Bills

All bills shall be paid per list.

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC
Municipal Clerk

Helmetta Volunteer Fire Department

STATION 36

APPLICATION FOR MEMBERSHIP

Name: Chris Reid Date: 10/4/21

Social Security Number: 154-86-2597

Date of Birth: 06/19/89 Age: 32

Address: 323 Gravel Hill Rd. Monroe Twp.

State: NJ Zip: 08831

Home Phone: _____ Cell Phone: 732-908-6186

Sex: M Married (yes or no) No

Primary Employer: Metuchen DPW

Primary Employer Address: 44 Jersey Ave Metuchen

State: NJ Zip: 08840

Primary Employer Supervisor Name and Phone: Fred Hall (732) 803-1713

RESOLUTION
#2021 – 138

AUTHORIZATION TO EXECUTE YARD WASTE RECYCLING AND MARKETING
SHARED SERVICES AGREEMENT WITH MCIA

BE IT RESOLVED, that the Mayor and Municipal Clerk are hereby authorized to execute the Yard Waste Recycling and Marketing Services Agreement with Middlesex County Improvement Authority.

	Motion	Second	Aye	Nay	Abstain	Absent
Dzingleski						
Duffy						
Karczewski						
Mena						
Reid						
Stasi						

CERTIFICATION

I, Sandra Bohinski, Municipal Clerk of the Borough of Helmetta, Middlesex County, New Jersey, do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Borough Council at the meeting held on October 20, 2021.

SANDRA BOHINSKI, RMC

Municipal Clerk

October 15, 2021
01:51 PM

BOROUGH OF HELMETTA
Bill List By P.O. Number

Page No: 2

PO #	PO Date	Vendor	Amount	Charge Account	Acct Type	PO Type	Contract Description	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item Description									Enc Date	Date	
21-00495	08/19/21	GAR02		Continued							
2 SIGNS/POSTS/HARDWARE			508.12	1-01-26-772-020		B	BUILDINGS & GROUNDS OE	R	08/19/21	10/15/21	
3 SIGNS/POSTS/HARDWARE			508.12	1-05-55-500-021		R	WATER OPERATING OE	R	08/19/21	10/15/21	
4 SIGNS/POSTS/HARDWARE			508.12	1-07-55-500-021		R	SEWER OPERATING OE	R	08/19/21	10/15/21	
			2,032.47								
21-00496	08/24/21	CLSM005		C&L SWEEPER SERVICE							
1 TOWN WIDE STREET SWEEPING			1,350.00	G-02-15-026-012		B	CLEAN COMMUNITIES 2020	R	08/24/21	10/15/21	
21-00507	08/30/21	MEM08		NEW JERSEY FIRE EQUIPMENT CO.							
1 CAIRNS DELUXE HELMETS- RED			1,137.60	1-01-25-749-020		B	FIRE DEPARTMENT OE	R	08/30/21	10/15/21	
2 CAIRNS DELUXE HELMETS- WHITE			758.40	1-01-25-749-020		B	FIRE DEPARTMENT OE	R	08/30/21	10/15/21	
			1,896.00								
21-00516	09/03/21	GAR03		GARDEN STATE FIRE & SAFETY, INC							
1 ANNUAL FIRE EXTINGUISHER INSP.			98.50	1-01-26-772-020		B	BUILDINGS & GROUNDS OE	R	09/03/21	10/15/21	
2 10LB EXTINGUISHER RECHARGED			116.00	1-01-26-772-020		R	BUILDINGS & GROUNDS OE	R	09/03/21	10/15/21	
3 5LB EXTINGUISHER RECHARGED			66.00	1-01-26-772-020		R	BUILDINGS & GROUNDS OE	R	09/03/21	10/15/21	
			280.50								
21-00521	09/08/21	PRE03		PRECISION ANALYTICAL SVCS, INC							
1 AUGUST SAMPLE ANALYSIS			992.00	1-05-55-500-021		B	WATER OPERATING OE	R	09/08/21	10/15/21	
21-00530	09/09/21	VALVE005		VALVETEK UTILITY SERVICES							
1 VALVE EXERCISING			8,650.50	1-05-55-500-021		B	WATER OPERATING OE	R	09/09/21	10/15/21	
21-00531	09/10/21	BET01		BETTER LIVING							
1 CLAMPS			4.38	1-01-26-772-020		B	BUILDINGS & GROUNDS OE	R	09/10/21	10/15/21	
2 AA BATTERIES (16PK)			14.99	1-01-26-772-020		B	BUILDINGS & GROUNDS OE	R	09/10/21	10/15/21	
			19.37								
21-00534	09/10/21	NJLW02		NJSLW							
1 DPW LABORER AD			115.00	1-01-26-765-020		B	STREETS & ROADS OE	R	09/10/21	10/15/21	
21-00545	09/14/21	BR101		BRIAN'S LAWN MOWER							
1 CHAINSAW CHAIN			26.99	1-01-26-772-020		B	BUILDINGS & GROUNDS OE	R	09/14/21	10/15/21	
21-00546	09/14/21	CIR01		CIRCLE JANITORIAL SUPPLIES							
1 33 GALLON BAGS			56.70	G-02-15-026-012		B	CLEAN COMMUNITIES 2020	R	09/14/21	10/15/21	

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BOROUGH OF HELMETTA
Bill List by P.O. Number

PO #	PO Date	Vendor	Amount	Charge Account	Contract PO Type	Stat/Chk	First Rcvd	Chk/Void	Invoice
Item Description					Acct Type Description	Enc	date	date	
21-00602	10/12/21	REM01		REXINGTON & VERNICK ENGINEERS					
1	INVOICE# 12067084-7		169.62	G-02-15-026-011	8	CDMG 2020	R	10/12/21	10/15/21
21-00603	10/12/21	REM01		REXINGTON & VERNICK ENGINEERS					
1	INVOICE# 12067085-9		8,490.88	C-04-55-901-100	8	DESIGN OF IMPROVEMENTS TO MAPLE STREET	R	10/12/21	10/15/21
21-00604	10/12/21	REM01		REXINGTON & VERNICK ENGINEERS					
1	INVOICE- 12067087-4		150.00	1-01-20-715-020	8	ENGINEERING SERVICE OE	R	10/12/21	10/15/21
21-00605	10/12/21	MAR005		MARTIN OVERHEAD DOOR CO.					
1	REPAIR DAMAGED PANELS-BAY DOOR		1,900.00	1-01-25-749-020	8	FIRE DEPARTMENT OE	R	10/12/21	10/15/21
21-00607	10/13/21	CLE04		CLEARY GIACOBBE ALFIERI&ACORS					
1	LEGAL SERVICES SEPTEMBER 2021		208.00	1-01-20-712-020	8	LEGAL SERVICES OE	R	10/13/21	10/15/21
21-00608	10/13/21	COMCA656		COMCAST					
1	ACCT# 8499 05 248 0023656		122.50	1-01-26-772-020	8	BUILDINGS & GROUNDS OE	R	10/13/21	10/15/21
21-00609	10/13/21	COMCA649		COMCAST					
1	ACCT# 8499 05 248 0023649		107.89	1-01-26-772-020	8	BUILDINGS & GROUNDS OE	R	10/13/21	10/15/21
2	ACCT# 8499 05 248 0023649		35.96	1-05-55-500-021	8	WATER OPERATING OE	R	10/13/21	10/15/21
3	ACCT# 8499 05 248 0023649		35.96	1-07-55-500-021	8	SEWER OPERATING OE	R	10/13/21	10/15/21
			<u>179.81</u>						
21-00610	10/13/21	KELSO005		KELSO & BURGESS					
1	COURT SESSION 10/12/21		600.00	1-01-25-757-020	8	MUNICIPAL PROSECUTOR OE	R	10/13/21	10/15/21
21-00611	10/13/21	ROS02		THOMAS C. ROSELLI, ESQ.					
1	PUBLIC DEFENDER-OCTOBER		300.00	1-01-20-712-020	8	LEGAL SERVICES OE	R	10/13/21	10/15/21
21-00612	10/13/21	STICK005		STICKER CHICK GRAPHICS					
1	HELMETTA SHIRTS/SWEAT SHIRTS		4,110.00	T-13-55-000-007	8	RESERVE FOR RECREATION TRUST	R	10/13/21	10/15/21
21-00613	10/13/21	MID07		MIDDLESEX COUNTY TREASURER					
1	FUEL USAGE-SEPTEMBER 2021		626.16	1-01-31-833-020	8	GASOLINE	R	10/13/21	10/15/21
21-00614	10/13/21	PACK005		PACKET MEDIA LLC					
1	TAX SALE ADVERTISING 10/8/2021		26.25	1-01-20-708-021	8	REVENUE ADMN TAX COLL OE	R	10/13/21	10/15/21

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BOROUGH OF HELMETTA
Bill List by P.O. Number

PO #	PO date	Vendor	Amount	Charge Account	Contract PO Type	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	CHK/Void	Invoice
21-00615	10/14/21	RUT02			RUTGERS, THE STATE UNIVERSITY						
	1	INTRODUCTION TO ACCOUNTING	575.00	1-01-20-701-020	8	ADMINISTRATOR OE	R		10/14/21	10/15/21	
21-00616	10/15/21	HEL07			HELMETTA MUNICIPAL COURT						
	1	SEPTEMBER CC FEES	85.45	1-01-42-855-020	8	MUNICIPAL COURT OE	R		10/15/21	10/15/21	
Total Purchase orders:			47	Total P.O. Line Items:	83	Total List Amount:		87,620.24	Total void Amount:		0.00

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total	
CURRENT FUND	0-01	688.00	0.00	688.00	0.00	0.00	688.00	
CURRENT FUND	1-01	26,693.59	0.00	26,693.59	0.00	0.00	26,693.59	
WATER OPERATING FUND	1-05	13,246.58	0.00	13,246.58	0.00	0.00	13,246.58	
SEWER OPERATING FUND	1-07	3,604.08	0.00	3,604.08	0.00	0.00	3,604.08	
	Year Total:	43,544.25	0.00	43,544.25	0.00	0.00	43,544.25	
GENERAL CAPITAL FUND	C-04	27,381.77	0.00	27,381.77	0.00	0.00	27,381.77	
SEWER CAPITAL FUND	C-08	8,157.00	0.00	8,157.00	0.00	0.00	8,157.00	
	Year Total:	35,538.77	0.00	35,538.77	0.00	0.00	35,538.77	
GRANT FUND	G-02	1,639.22	0.00	1,639.22	0.00	0.00	1,639.22	
GENERAL TRUST FUND	T-13	6,210.00	0.00	6,210.00	0.00	0.00	6,210.00	
Total of All Funds:		87,620.24	0.00	87,620.24	0.00	0.00	87,620.24	

**AGREEMENT FOR THE PROVISION OF
YARD WASTE RECYCLING AND MARKETING SERVICES**

THIS AGREEMENT, made this 1st day of September, 2021, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority") and the Borough of Helmetta, a municipal corporation in the State of New Jersey (the "Municipality").

WITNESSETH:

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., each county within the State of New Jersey is deemed a solid waste management district; and

WHEREAS, each solid waste management district is responsible for developing a solid waste management plan that sets forth the strategy for disposing and/or recycling of solid waste generated within the geographic boundaries of the respective county; and

WHEREAS, the Board of County Commissioners (the "Board") of the County of Middlesex (the "County") has adopted the Middlesex County Solid Waste Management Plan, as the same has been amended from time to time (the "County Plan"); and

WHEREAS, as part of the County Plan, the County has adopted a mandatory recycling plan ("Recycling Plan"), which, among other things, establishes a strategy for recycling at least sixty percent (60%) of the County's total solid waste stream and mandates the recycling of the following recyclable materials; specifically: newspaper, aluminum, food and beverage containers, glass food and beverage containers, high grade office paper, corrugated cardboard, leaves, and motor oil, steel cans, plastic containers, mixed paper, textiles and brush; and

WHEREAS, the County Plan designates the Authority as the sole implementing agency responsible for the implementation of the County's recycling plan; and

WHEREAS, in order to ensure uniform recycling collection and marketing services of recyclables and thereby increase the percentage of those materials recycled and marketed, the Authority sponsors a County-wide waste recycling collection and marketing program, which may be utilized by the municipalities in the County on a voluntary basis; and

WHEREAS, in order to ensure uniform recycling and marketing services for yard waste materials in the County and thereby increase the percentage of yard waste materials recycled and marketed, the June 2, 1994 Amendment to the County Plan provided for the development and implementation of a County-wide yard waste recycling and marketing program, pursuant to which the Authority will provide services to participating municipalities for leaf composting and brush chipping and/or processing and for a program for composting or processing grass clippings; and

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WHEREAS, such yard waste recycling and marketing services will be provided by the Authority by a private contractor, who has been selected by the Authority pursuant to a bidding process undertaken by the Authority; and

WHEREAS, the Municipality provides, on its own or by contract, for the collection and/or composting of leaves generated within the geographic boundaries of the Municipality and the collection and processing of brush and leaves; and

WHEREAS, in order to enhance the development of a uniform, county-wide recycling program and increase the recycling and marketing of yard waste materials in the County, the Municipality has included in its recycling ordinance or will amend its recycling ordinance to provide for the source separation by municipal residents of, among other things, brush, leaves, Christmas trees and grass clippings; and

WHEREAS, the Municipality desires to permit the Authority to assume responsibility for the recycling and marketing of yard waste under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other as set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I - GENERAL

Section 1.1 DEFINITIONS.

The following definitions shall apply to and are used in this Agreement:

“Acceptable Yard Materials” - means Yard Materials that have been source separated at the point of generation and are not commingled at any time. Yard Materials may consist of vegetative or organic materials produced from the care and maintenance of landscape areas, gardens and lawns.

“Agreement” - means this “Agreement for the Provision of Yard Waste Recycling and Marketing Services.”

“Authority” - means the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey, organized by the County pursuant to the County Improvement Authorities Law (N.J.S.A. 40:37A - 44 et seq.).

“Board” - means the Board of County Commissioners of the County of Middlesex, New Jersey.

“Brush” - means branches, woody plants, and other like vegetative material that do not exceed five (5) inches in diameter, and Christmas trees. “Brush” does not include leaves and grass clippings.

"Commencement Date" - means the date upon which the Authority and the Municipality agree that the Authority, through its Contractor, will commence the provision of the Yard Waste Recycling and Marketing Services.

"Compost" - means decomposed, humidified, organic matter produced as a result of accelerated decomposition of Acceptable Yard Materials based on microbial self-heating.

"Contractor" - means the contractor selected by the Authority from time to time to provide Yard Waste Recycling and Marketing Services pursuant to the Yard Waste Contract.

"Contractor Sites" - means the New Jersey Department of Environmental Protection or other regulatory agency approved and permitted sites operated by the Contractor where the Contractor composts a portion of the leaves, Brush and/or grass generated by the Municipalities.

"County" - means the County of Middlesex, New Jersey.

"County Plan" - means the Middlesex County district solid waste management plan, adopted by the Board pursuant to the Solid Waste Management Act, which provides for the collection, disposal and/or recycling of solid waste generated within the geographic boundaries of the County, as the same may be amended from time to time.

"DEP" - means the New Jersey Department of Environmental Protection or any successor agency.

"Designated Sites" - means the Municipal Composting Site, Regional Site and the Grass Site.

"Grass Site" - means the site provided by the Contractor to compost, process or transfer grass clippings.

"Local Public Contracts Law" - means N.J.S.A. 40A:11 - 1 et seq.

"Municipality" - means the Borough of Helmetta, a municipal corporation of the State of New Jersey.

"Municipal Site" - means the site or sites designated by the Authority where the Municipality will deliver leaves and Brush collected by the Municipality.

"Program" - means the Yard Waste Recycling and Marketing Program, adopted by the Board on September 2, 1993 (County Plan Amendment Nos. 1993-4 and 1993-5) and modified by the Board on June 2, 1994 (County Plan Amendments Nos. 1994-2 and 1994-3), as an integral component of the county-wide mandatory recycling program, pursuant to which the Authority shall provide, on behalf of all participating municipalities in the County, for the composting of leaves and grass clippings and the chipping or other processing of Brush.

"Recycling Ordinance" - means _____, the ordinance enacted by the Municipality establishing the mandatory municipal recycling program implemented in accordance with the Solid Waste Management Act and the County Plan, as the same includes leaves, Brush and, if applicable, grass clippings as the same may be amended in the future from time to time for other purposes.

"Regional Site" - means the Middlesex County Improvement Authority Transfer Site at the Middlesex County Landfill in East Brunswick where a Municipality will deliver Acceptable Yard Materials for trans-shipment to the Contractor's processing facility.

"Residents" - means private and institutional residents of the Municipality that are required to source separate leaves, Brush and, if applicable, grass clippings, pursuant to the Recycling Ordinance.

"Term" - means the period of time during which the Agreement shall be in full force and effect as provided in Section 2.1 herein.

"Yard Materials" - means leaves, Brush, and grass clippings (if applicable).

"Yard Waste Contract" - means the contract executed by and between the Contractor and the Authority, pursuant to which the Contractor shall provide Yard Waste Recycling and Marketing Services for the Program.

"Yard Waste Recycling and Marketing Services" - means all of the duties, obligations, and services to be provided by the Contractor that are related to the composting, processing, transfer, storage, sale or distribution, or any combination thereof, of Acceptable Yard Materials and the return of Compost or other processed materials to the economic mainstream in the form of raw materials or products.

Section 1.2 GENERAL RESPONSIBILITIES

1.2.1 Conforming Recycling Ordinance.

(A) Recycling Ordinance. The Municipality represents and warrants that its Recycling Ordinance is, and shall at all times be, consistent with the County Plan. The Municipality further represents and warrants that such Recycling Ordinance prohibits the scavenging of Acceptable Yard Materials.

(B) The Municipality shall not amend or change the Recycling Ordinance without the prior written approval of the Authority.

1.2.2 Designated Sites. The Municipality will deliver leaves, Brush and, if applicable, grass clippings to a Municipal Site, the Regional Site or a Contractor Site. If the Authority changes the location of the Designated Site, the Authority will identify a Designated Site where the Municipality's leaves, Brush, and if applicable, grass clippings will be delivered by the Municipality for composting or transfer. The Authority and the Contractor shall use their best

efforts to designate, to the extent possible and subject to regulatory restrictions relating to, among other things, size and capacity, a Municipal Site that either is the same site to which the Municipality currently delivers its leaves or to a site that is within a reasonable distance from the Municipality. The Authority will notify the Municipality of the location of the Municipal Site in writing. The Authority may change the Designated Site from time to time upon fourteen (14) days prior written notice to the Municipality.

(A) The Municipality shall be responsible for ensuring that it delivers to the Designated Sites only source separated Acceptable Yard Materials, which means that the leaves, Brush, and if applicable, grass clippings must be collected and stored in segregated containers and may not be commingled together or with any other material or solid waste. Leaves and grass clippings shall be clean with no plastic bags, household trash or other inorganic materials. The Municipality shall be responsible for any cost or expense incurred by the Authority or the Contractor resulting from the Municipality's failure to deliver Acceptable Yard Materials, including but not limited to, payment of transportation and disposal costs associated with the Municipality's contaminated Yard Materials. The Municipality will be responsible for the removal, or the cost of disposal, of any trash, stumps, or brush material in excess of five inches in diameter commingled with any yard waste delivered to the Designated Site. The Municipality shall be responsible to separate any brush material in excess of five inches in diameter. The Municipality shall be responsible for the disposal of larger branches or stumps through a separate agreement between them and Nature's Choice or another Contractor of their choosing.

(B) The Municipality shall notify all Residents of the Yard Materials that must be source-separated, the schedule for collection, and manner in which the Yard Materials are to be prepared for collection. Such notices shall be posted or published at a minimum, not less than twice yearly and may include one of the following forms of notice: (1) place an advertisement in a newspaper circulating in the Municipality; (2) post a notice in public places where public notices are customarily posted; or (3) include a notice with other official notifications periodically mailed to Residents, such as, for example, tax notices. The Municipality shall pay the costs and expenses associated with the preparation, posting, advertisement and distribution of all such notices.

(C) The Municipality may prepare and distribute literature and other educational materials describing, among other things, (i) the municipal recycling program established pursuant to the Recycling Ordinance, (ii) the Program and the Yard Waste Recycling and Marketing Services to be provided within the geographic boundaries of the Municipality, (iii) the Yard Materials to be source-separated, (iv) the manner or method of preparing source-separated material for collection, and (v) the location and schedules for collection. All such literature and other educational materials shall be prepared in accordance with written guidelines established by the Authority and shall be approved by the Authority prior to distribution.

1.2.3. Enforcement of Ordinance. The Municipality shall be primarily responsible for the development of an enforcement program and enforcement of the Recycling Ordinance, including the provisions thereof relating to the Program.

1.2.4 Compliance with Authority. This Agreement shall cover the disposal of stumps and brush material that is a maximum of 5 inches in diameter only. Stumps and brush material in

excess of 5 inches in diameter **shall not** be co-mingled with material when delivered to a designated site. If it is determined the load is over the 5 inch in diameter limit, the entire load shall be considered outside the terms and conditions of this Agreement. In that case, the entire load shall become the responsibility of the Municipality to dispose of at their sole cost and expense either with the County Contractor or with a contractor of their choosing with whom they shall contract directly.

Section 1.3 AUTHORITY'S RESPONSIBILITY

1.3.1 Provision of Recycling and Marketing Services. The Authority shall cause the Contractor to provide Recycling and Marketing Services to the Municipality for Acceptable Yard Materials. In particular, the Contractor shall transport leaves, Brush and grass clippings from the Municipal Site and Regional Site. The Contractor shall be responsible for the preparation, transportation and marketing of the Compost, Brush chips and/or any other end product resulting from the processing of Acceptable Yard Materials and for the disposal of any Compost or end product materials.

1.3.2 Transportation Route(s) and Schedules. The Authority and the Municipality shall establish reasonable transportation routes to each Designated Site, giving due regard to federal, state and local traffic laws and regulations, and a delivery schedule for each material collected by the Municipality and to be delivered to such Site.

1.3.3 Preparation of Guidelines for Program Literature and Educational Materials. The Authority shall prepare guidelines for the development of Program literature and other educational materials to be prepared and distributed by the Municipality.

1.3.4 Public Education/Awareness. At the request of the Municipality, the Authority shall assist the Municipality with the development of a public education/awareness campaign, consistent with the Authority's guidelines, to ensure that the Residents participate in the Program.

1.3.5 Reports. The Authority and the Contractor will develop an appropriate reporting program that will reasonably identify Acceptable Yard Materials delivered to or collected from the Designated Sites by or on behalf of the Municipality. The Authority shall use its best efforts to provide to the Municipality copies of the Contractor's monthly and annual reports that are related to the Municipality and that are submitted to the Authority in accordance with the Yard Waste Contract that relate to the Municipality's participation in the Program. At the request of the Municipality, the Authority shall make available, or cause the Contractor to make available, any backup data or documentation related to the Program used in preparing such reports during regular business hours of the Authority or the Contractor, as the case may be.

1.3.6 Contractor's Obligations. The Authority will cause the Contractor to provide the Yard Waste Recycling and Marketing Services on the Designated Sites in accordance with all applicable federal, state and local laws and regulations. The Authority shall enforce its rights and obligations under the Yard Waste Contract to ensure that the Contractor provides the Yard Waste Recycling and Marketing Services on a timely basis in accordance with the terms thereof.

1.3.7 Monitoring and Compliance. The Authority and the Municipality will work with the County Department of Health to monitor compliance with applicable environmental laws and regulations at the Designated Sites.

ARTICLE II TERM AND TERMINATION

Section 2.1 TERM

(A) The Term of this Agreement shall commence on September 1, 2021, if the Municipality is currently participating in the yard waste program and shall end on August 31, 2024, unless this Agreement or the Yard Waste Contract is earlier terminated or extended as provided herein.

(B) The Authority shall have the option in its sole discretion, of extending the term of this Agreement for a period of two (2) one (1) year terms through August 31, 2026. If exercised, the Authority shall provide notice to the Municipality within sixty (60) days of the termination date.

(C) Notwithstanding anything contained herein to the contrary, the Authority shall be entitled to terminate its obligation herein to provide Yard Waste Recycling and Marketing Services under this Agreement at any time upon the provision of sixty (60) days prior written notice to the Municipality.

ARTICLE III - FINANCIAL TERMS

Section 3.1 COST TO MUNICIPALITY

The Authority shall provide Yard Waste Recycling and Marketing Services to the Municipality throughout the Term of this Agreement September 1, 2021, to August 31, 2024 as follows:

September 1, 2021, through August 31, 2024

\$ 45.43 per ton for leaves
 \$ 37.95 per ton for brush
 \$ 37.95 per ton for grass clippings

In the event the Municipality delivers Yard Waste directly to Contractor's Site, the cost to the Municipality shall be as follows:

September 1, 2021, through August 31, 2024

\$ 45.43 per ton for leaves
 \$ 37.95 per ton for brush
 \$ 37.95 per ton for grass clippings

The Authority shall submit to the Municipality a copy of the monthly invoice for Yard Waste Recycling and Marketing Services submitted to the Authority by the Contractor pursuant to the Recycling Contract. The Municipality shall pay its portion of such invoice within sixty (60) days of receipt thereof. Monthly payments to the Authority must clearly indicate the month and amount attributable to Yard Waste Recycling and Marketing Services.

In the event that the Authority or the Contractor incurs any cost or expenses as a result of the Municipality's failure to perform any of its obligations hereunder, the Authority shall submit to the Municipality a documented invoice for such cost and expense, and the Municipality shall pay such invoice within sixty (60) days following receipt thereof.

ARTICLE IV - LIMITATIONS OF LIABILITY

Section 4.1 AUTHORITY LIMITATIONS

(A) The Authority shall use best efforts to assure that the Contractor performs the Yard Waste Recycling and Marketing Services in accordance with all applicable federal, state and local laws and regulations and the terms and conditions of the Yard Waste Contract; however the Authority shall not be liable for any costs and expenses incurred by the Municipality as a result of the negligent acts or omissions of the Contractor or the Contractor's failure to perform the Yard Waste Recycling and Marketing Services.

(B) The remedies set forth in this Agreement shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform their obligations hereunder.

Section 4.2 MUTUAL INDEMNIFICATION

4.2.1 Authority Indemnification. To the extent permitted by law, the Authority shall indemnify, defend and hold harmless the Municipality, its officers, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Authority, its officers, members and employees arising in connection with the performance of its obligations hereunder; provided, however, that the Authority shall have no such obligation to indemnify or hold the Municipality harmless for any loss or damage resulting from the negligence or willful misconduct of the Municipality, the Contractor, or their respective officers, employees or agents.

4.2.2 Municipality Indemnification. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Authority, its officers, members, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Municipality, its officers, members, employees or agents arising in connection with the performance of its obligations hereunder or in connection with any Designated

Site owned and maintained by or on behalf of the Municipality; provided, however, the Municipality shall have no such obligation to indemnify or hold the Authority harmless for any loss or damage resulting from the negligence or willful misconduct of the Authority or its officers and employees.

ARTICLE V - TERMINATION

Section 5.1 BY EITHER PARTY

This Agreement may be terminated by either party upon the happening of either one or both of the following events; provided, however, that this Agreement may not be terminated by a party that is responsible for the occurrence of such event:

(A) In the event that any permit, license, consent, approval or authorization that either the Authority or the Municipality is required to possess in order to carry out its obligations under this Agreement is refused, revoked or withdrawn; or

(B) In the event that any litigation, whether judicial, administrative or otherwise, results in the entry of an order requiring that the Program cease or that the Authority cease to act as the implementing agency for the Program, this Agreement shall be terminated upon the date specified in such order without any responsibility or liability for such termination between the parties hereto, except as otherwise provided herein.

Section 5.2 BY THE AUTHORITY

This Agreement may be terminated by the Authority upon the happening of any one of the following events:

(A) In the event that the Yard Waste Contract is terminated or expires in accordance with its terms;

(B) In the event that funds are unavailable to the Authority for use in funding the Program; or

(C) In the event that the Municipality fails to pay any amounts owed pursuant to this Agreement.

Section 5.3 BY THE MUNICIPALITY

This Agreement may be terminated by the Municipality upon the repeated and persistent failure by the Contractor to materially perform the Yard Waste Recycling and Marketing Services in accordance with the terms and conditions of this Agreement, which failures shall be documented by the Municipality. Prior to termination, the Municipality shall serve notice upon the Authority, which shall specify the Contractor's failure to perform the Yard Waste Recycling and Marketing Services and provide the Contractor with sixty (60) days in which to cure same or seek applicable remedies as set forth within the Yard Waste Contract. Failure of the Contractor to cure shall entitle the Municipality to terminate this Agreement thirty (30) days thereafter.

ARTICLE VI - COVENANTS AND RESPONSIBILITIES

Section 6.1 ADDITIONAL COVENANTS OF MUNICIPALITY

During the Term of this Agreement or any extension thereof, the Municipality warrants and covenants to the Authority as follows:

(A) The Municipality shall comply with applicable federal, state and local laws, approvals and regulations relating to the collection, transportation and storage of Acceptable Yard Materials.

(B) The execution, delivery and performance of this Agreement has been (1) authorized by the governing body of the Municipality; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Municipality.

(C) The Municipality shall not take any action which will impede the Authority's ability to use, obtain and/or maintain any Municipal Site.

Section 6.2 ADDITIONAL COVENANTS OF THE AUTHORITY

During the Term of this Agreement or any extension thereof, the Authority represents, warrants and covenants to the Municipality as follows that the execution, delivery and performance of this Agreement has been: (1) authorized by the governing body of the Authority; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Authority.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 7.1 MERGER CLAUSE

This Agreement (including schedules hereto, if any) constitutes the entire agreement and understanding between the parties in relation to its subject matter, and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

Section 7.2 MODIFICATIONS

The terms and conditions of this Agreement, including any schedules hereto may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.

Section 7.3 NOTICES

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered mail or certified mail, return receipt requested, overnight mail and addressed to the party as set out below, or to such other address as the said party may have specified by notice given in writing to the other party.

To the Authority:

Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, New Jersey 08512
Attention: Executive Director
Telephone: 609-655-5141
Telefax: 609-655-4748

To the Municipality:

Borough of Helmetta
51 Main Street
Helmetta, New Jersey 08828
Attn: Sandra Bohinski, Municipal Clerk

Unless otherwise expressly agreed to by the parties, any such written notice or consent shall be deemed to be given on the date of receipt or rejection indicated on the certified mail return receipt card.

Section 7.4 SUCCESSORS AND ASSIGNS; ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Neither party hereto shall have the right to assign this Agreement without the express written consent of the other party, said consent shall not be unreasonably withheld.

Section 7.5 SURVIVAL OF ALL INDEMNITIES

All indemnities contained in this Agreement shall survive the termination of this Agreement.

Section 7.6 FORCE MAJEURE

The Authority and/or Municipality shall be excused from performing their respective obligations under this Agreement as a result of fire, natural disaster, catastrophe, casualty, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes beyond the reasonable control of the party relying thereon as justification for not performing any obligation hereunder but only to the extent such act, event or condition actually prevents such performance.

Section 7.7 HEADINGS

Captions and headings in this Agreement are intended for convenience of reference only and shall not be considered as having any bearing on this Agreement.

Section 7.8 GOVERNING LAW

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

Section 7.9 RELATIONSHIP OF THE PARTIES

Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 7.10 NO WAIVER

The failure of the Authority or the Municipality, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement or option. No waiver by the Authority or the Municipality of any term, covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the other party.

Section 7.11 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, shall remain in full force and effect.

Section 7.12 COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are fully authorized and empowered to sign on their behalf.

ATTEST:

**MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

Paul Abbey, Secretary

By: _____
James P. Nolan, Chairman

ATTEST:

MUNICIPALITY: HELMETTA

Clerk

By: _____
Mayor

**AGREEMENT FOR THE PROVISION OF
YARD WASTE RECYCLING AND MARKETING SERVICES**

THIS AGREEMENT, made this 1st day of September, 2021, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority") and the Borough of Helmetta, a municipal corporation in the State of New Jersey (the "Municipality").

WITNESSETH:

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., each county within the State of New Jersey is deemed a solid waste management district; and

WHEREAS, each solid waste management district is responsible for developing a solid waste management plan that sets forth the strategy for disposing and/or recycling of solid waste generated within the geographic boundaries of the respective county; and

WHEREAS, the Board of County Commissioners (the "Board") of the County of Middlesex (the "County") has adopted the Middlesex County Solid Waste Management Plan, as the same has been amended from time to time (the "County Plan"); and

WHEREAS, as part of the County Plan, the County has adopted a mandatory recycling plan ("Recycling Plan"), which, among other things, establishes a strategy for recycling at least sixty percent (60%) of the County's total solid waste stream and mandates the recycling of the following recyclable materials; specifically: newspaper, aluminum, food and beverage containers, glass food and beverage containers, high grade office paper, corrugated cardboard, leaves, and motor oil, steel cans, plastic containers, mixed paper, textiles and brush; and

WHEREAS, the County Plan designates the Authority as the sole implementing agency responsible for the implementation of the County's recycling plan; and

WHEREAS, in order to ensure uniform recycling collection and marketing services of recyclables and thereby increase the percentage of those materials recycled and marketed, the Authority sponsors a County-wide waste recycling collection and marketing program, which may be utilized by the municipalities in the County on a voluntary basis; and

WHEREAS, in order to ensure uniform recycling and marketing services for yard waste materials in the County and thereby increase the percentage of yard waste materials recycled and marketed, the June 2, 1994 Amendment to the County Plan provided for the development and implementation of a County-wide yard waste recycling and marketing program, pursuant to which the Authority will provide services to participating municipalities for leaf composting and brush chipping and/or processing and for a program for composting or processing grass clippings; and

WHEREAS, such yard waste recycling and marketing services will be provided by the Authority by a private contractor, who has been selected by the Authority pursuant to a bidding process undertaken by the Authority; and

WHEREAS, the Municipality provides, on its own or by contract, for the collection and/or composting of leaves generated within the geographic boundaries of the Municipality and the collection and processing of brush and leaves; and

WHEREAS, in order to enhance the development of a uniform, county-wide recycling program and increase the recycling and marketing of yard waste materials in the County, the Municipality has included in its recycling ordinance or will amend its recycling ordinance to provide for the source separation by municipal residents of, among other things, brush, leaves, Christmas trees and grass clippings; and

WHEREAS, the Municipality desires to permit the Authority to assume responsibility for the recycling and marketing of yard waste under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other as set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I - GENERAL

Section 1.1 DEFINITIONS.

The following definitions shall apply to and are used in this Agreement:

“Acceptable Yard Materials” - means Yard Materials that have been source separated at the point of generation and are not commingled at any time. Yard Materials may consist of vegetative or organic materials produced from the care and maintenance of landscape areas, gardens and lawns.

“Agreement” - means this “Agreement for the Provision of Yard Waste Recycling and Marketing Services.”

“Authority” - means the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey, organized by the County pursuant to the County Improvement Authorities Law (N.J.S.A. 40:37A - 44 et seq.).

“Board” - means the Board of County Commissioners of the County of Middlesex, New Jersey.

“Brush” - means branches, woody plants, and other like vegetative material that do not exceed five (5) inches in diameter, and Christmas trees. “Brush” does not include leaves and grass clippings.

"Commencement Date" - means the date upon which the Authority and the Municipality agree that the Authority, through its Contractor, will commence the provision of the Yard Waste Recycling and Marketing Services.

"Compost" - means decomposed, humidified, organic matter produced as a result of accelerated decomposition of Acceptable Yard Materials based on microbial self-heating.

"Contractor" - means the contractor selected by the Authority from time to time to provide Yard Waste Recycling and Marketing Services pursuant to the Yard Waste Contract.

"Contractor Sites" - means the New Jersey Department of Environmental Protection or other regulatory agency approved and permitted sites operated by the Contractor where the Contractor composts a portion of the leaves, Brush and/or grass generated by the Municipalities.

"County" - means the County of Middlesex, New Jersey.

"County Plan" - means the Middlesex County district solid waste management plan, adopted by the Board pursuant to the Solid Waste Management Act, which provides for the collection, disposal and/or recycling of solid waste generated within the geographic boundaries of the County, as the same may be amended from time to time.

"DEP" - means the New Jersey Department of Environmental Protection or any successor agency.

"Designated Sites" - means the Municipal Composting Site, Regional Site and the Grass Site.

"Grass Site" - means the site provided by the Contractor to compost, process or transfer grass clippings.

"Local Public Contracts Law" - means N.J.S.A. 40A:11 - 1 et seq.

"Municipality" - means the Borough of Helmetta, a municipal corporation of the State of New Jersey.

"Municipal Site" - means the site or sites designated by the Authority where the Municipality will deliver leaves and Brush collected by the Municipality.

"Program" - means the Yard Waste Recycling and Marketing Program, adopted by the Board on September 2, 1993 (County Plan Amendment Nos. 1993-4 and 1993-5) and modified by the Board on June 2, 1994 (County Plan Amendments Nos. 1994-2 and 1994-3), as an integral component of the county-wide mandatory recycling program, pursuant to which the Authority shall provide, on behalf of all participating municipalities in the County, for the composting of leaves and grass clippings and the chipping or other processing of Brush.

"Recycling Ordinance" - means _____, the ordinance enacted by the Municipality establishing the mandatory municipal recycling program implemented in accordance with the Solid Waste Management Act and the County Plan, as the same includes leaves, Brush and, if applicable, grass clippings as the same may be amended in the future from time to time for other purposes.

"Regional Site" - means the Middlesex County Improvement Authority Transfer Site at the Middlesex County Landfill in East Brunswick where a Municipality will deliver Acceptable Yard Materials for trans-shipment to the Contractor's processing facility.

"Residents" - means private and institutional residents of the Municipality that are required to source separate leaves, Brush and, if applicable, grass clippings, pursuant to the Recycling Ordinance.

"Term" - means the period of time during which the Agreement shall be in full force and effect as provided in Section 2.1 herein.

"Yard Materials" - means leaves, Brush, and grass clippings (if applicable).

"Yard Waste Contract" - means the contract executed by and between the Contractor and the Authority, pursuant to which the Contractor shall provide Yard Waste Recycling and Marketing Services for the Program.

"Yard Waste Recycling and Marketing Services" - means all of the duties, obligations, and services to be provided by the Contractor that are related to the composting, processing, transfer, storage, sale or distribution, or any combination thereof, of Acceptable Yard Materials and the return of Compost or other processed materials to the economic mainstream in the form of raw materials or products.

Section 1.2 GENERAL RESPONSIBILITIES

1.2.1 Conforming Recycling Ordinance.

(A) Recycling Ordinance. The Municipality represents and warrants that its Recycling Ordinance is, and shall at all times be, consistent with the County Plan. The Municipality further represents and warrants that such Recycling Ordinance prohibits the scavenging of Acceptable Yard Materials.

(B) The Municipality shall not amend or change the Recycling Ordinance without the prior written approval of the Authority.

1.2.2 Designated Sites. The Municipality will deliver leaves, Brush and, if applicable, grass clippings to a Municipal Site, the Regional Site or a Contractor Site. If the Authority changes the location of the Designated Site, the Authority will identify a Designated Site where the Municipality's leaves, Brush, and if applicable, grass clippings will be delivered by the Municipality for composting or transfer. The Authority and the Contractor shall use their best

efforts to designate, to the extent possible and subject to regulatory restrictions relating to, among other things, size and capacity, a Municipal Site that either is the same site to which the Municipality currently delivers its leaves or to a site that is within a reasonable distance from the Municipality. The Authority will notify the Municipality of the location of the Municipal Site in writing. The Authority may change the Designated Site from time to time upon fourteen (14) days prior written notice to the Municipality.

(A) The Municipality shall be responsible for ensuring that it delivers to the Designated Sites only source separated Acceptable Yard Materials, which means that the leaves, Brush, and if applicable, grass clippings must be collected and stored in segregated containers and may not be commingled together or with any other material or solid waste. Leaves and grass clippings shall be clean with no plastic bags, household trash or other inorganic materials. The Municipality shall be responsible for any cost or expense incurred by the Authority or the Contractor resulting from the Municipality's failure to deliver Acceptable Yard Materials, including but not limited to, payment of transportation and disposal costs associated with the Municipality's contaminated Yard Materials. The Municipality will be responsible for the removal, or the cost of disposal, of any trash, stumps, or brush material in excess of five inches in diameter commingled with any yard waste delivered to the Designated Site. The Municipality shall be responsible to separate any brush material in excess of five inches in diameter. The Municipality shall be responsible for the disposal of larger branches or stumps through a separate agreement between them and Nature's Choice or another Contractor of their choosing.

(B) The Municipality shall notify all Residents of the Yard Materials that must be source-separated, the schedule for collection, and manner in which the Yard Materials are to be prepared for collection. Such notices shall be posted or published at a minimum, not less than twice yearly and may include one of the following forms of notice: (1) place an advertisement in a newspaper circulating in the Municipality; (2) post a notice in public places where public notices are customarily posted; or (3) include a notice with other official notifications periodically mailed to Residents, such as, for example, tax notices. The Municipality shall pay the costs and expenses associated with the preparation, posting, advertisement and distribution of all such notices.

(C) The Municipality may prepare and distribute literature and other educational materials describing, among other things, (i) the municipal recycling program established pursuant to the Recycling Ordinance, (ii) the Program and the Yard Waste Recycling and Marketing Services to be provided within the geographic boundaries of the Municipality, (iii) the Yard Materials to be source-separated, (iv) the manner or method of preparing source-separated material for collection, and (v) the location and schedules for collection. All such literature and other educational materials shall be prepared in accordance with written guidelines established by the Authority and shall be approved by the Authority prior to distribution.

1.2.3. Enforcement of Ordinance. The Municipality shall be primarily responsible for the development of an enforcement program and enforcement of the Recycling Ordinance, including the provisions thereof relating to the Program.

1.2.4 Compliance with Authority. This Agreement shall cover the disposal of stumps and brush material that is a maximum of 5 inches in diameter only. Stumps and brush material in

excess of 5 inches in diameter **shall not** be co-mingled with material when delivered to a designated site. If it is determined the load is over the 5 inch in diameter limit, the entire load shall be considered outside the terms and conditions of this Agreement. In that case, the entire load shall become the responsibility of the Municipality to dispose of at their sole cost and expense either with the County Contractor or with a contractor of their choosing with whom they shall contract directly.

Section 1.3 AUTHORITY'S RESPONSIBILITY

1.3.1 Provision of Recycling and Marketing Services. The Authority shall cause the Contractor to provide Recycling and Marketing Services to the Municipality for Acceptable Yard Materials. In particular, the Contractor shall transport leaves, Brush and grass clippings from the Municipal Site and Regional Site. The Contractor shall be responsible for the preparation, transportation and marketing of the Compost, Brush chips and/or any other end product resulting from the processing of Acceptable Yard Materials and for the disposal of any Compost or end product materials.

1.3.2 Transportation Route(s) and Schedules. The Authority and the Municipality shall establish reasonable transportation routes to each Designated Site, giving due regard to federal, state and local traffic laws and regulations, and a delivery schedule for each material collected by the Municipality and to be delivered to such Site.

1.3.3 Preparation of Guidelines for Program Literature and Educational Materials. The Authority shall prepare guidelines for the development of Program literature and other educational materials to be prepared and distributed by the Municipality.

1.3.4 Public Education/Awareness. At the request of the Municipality, the Authority shall assist the Municipality with the development of a public education/awareness campaign, consistent with the Authority's guidelines, to ensure that the Residents participate in the Program.

1.3.5 Reports. The Authority and the Contractor will develop an appropriate reporting program that will reasonably identify Acceptable Yard Materials delivered to or collected from the Designated Sites by or on behalf of the Municipality. The Authority shall use its best efforts to provide to the Municipality copies of the Contractor's monthly and annual reports that are related to the Municipality and that are submitted to the Authority in accordance with the Yard Waste Contract that relate to the Municipality's participation in the Program. At the request of the Municipality, the Authority shall make available, or cause the Contractor to make available, any backup data or documentation related to the Program used in preparing such reports during regular business hours of the Authority or the Contractor, as the case may be.

1.3.6 Contractor's Obligations. The Authority will cause the Contractor to provide the Yard Waste Recycling and Marketing Services on the Designated Sites in accordance with all applicable federal, state and local laws and regulations. The Authority shall enforce its rights and obligations under the Yard Waste Contract to ensure that the Contractor provides the Yard Waste Recycling and Marketing Services on a timely basis in accordance with the terms thereof.

1.3.7 Monitoring and Compliance. The Authority and the Municipality will work with the County Department of Health to monitor compliance with applicable environmental laws and regulations at the Designated Sites.

ARTICLE II TERM AND TERMINATION

Section 2.1 TERM

(A) The Term of this Agreement shall commence on September 1, 2021, if the Municipality is currently participating in the yard waste program and shall end on August 31, 2024, unless this Agreement or the Yard Waste Contract is earlier terminated or extended as provided herein.

(B) The Authority shall have the option in its sole discretion, of extending the term of this Agreement for a period of two (2) one (1) year terms through August 31, 2026. If exercised, the Authority shall provide notice to the Municipality within sixty (60) days of the termination date.

(C) Notwithstanding anything contained herein to the contrary, the Authority shall be entitled to terminate its obligation herein to provide Yard Waste Recycling and Marketing Services under this Agreement at any time upon the provision of sixty (60) days prior written notice to the Municipality.

ARTICLE III - FINANCIAL TERMS

Section 3.1 COST TO MUNICIPALITY

The Authority shall provide Yard Waste Recycling and Marketing Services to the Municipality throughout the Term of this Agreement September 1, 2021, to August 31, 2024 as follows:

September 1, 2021, through August 31, 2024

\$ 45.43 per ton for leaves

\$ 37.95 per ton for brush

\$ 37.95 per ton for grass clippings

In the event the Municipality delivers Yard Waste directly to Contractor's Site, the cost to the Municipality shall be as follows:

September 1, 2021, through August 31, 2024

\$ 45.43 per ton for leaves

\$ 37.95 per ton for brush

\$ 37.95 per ton for grass clippings

The Authority shall submit to the Municipality a copy of the monthly invoice for Yard Waste Recycling and Marketing Services submitted to the Authority by the Contractor pursuant to the Recycling Contract. The Municipality shall pay its portion of such invoice within sixty (60) days of receipt thereof. Monthly payments to the Authority must clearly indicate the month and amount attributable to Yard Waste Recycling and Marketing Services.

In the event that the Authority or the Contractor incurs any cost or expenses as a result of the Municipality's failure to perform any of its obligations hereunder, the Authority shall submit to the Municipality a documented invoice for such cost and expense, and the Municipality shall pay such invoice within sixty (60) days following receipt thereof.

ARTICLE IV - LIMITATIONS OF LIABILITY

Section 4.1 AUTHORITY LIMITATIONS

(A) The Authority shall use best efforts to assure that the Contractor performs the Yard Waste Recycling and Marketing Services in accordance with all applicable federal, state and local laws and regulations and the terms and conditions of the Yard Waste Contract; however the Authority shall not be liable for any costs and expenses incurred by the Municipality as a result of the negligent acts or omissions of the Contractor or the Contractor's failure to perform the Yard Waste Recycling and Marketing Services.

(B) The remedies set forth in this Agreement shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform their obligations hereunder.

Section 4.2 MUTUAL INDEMNIFICATION

4.2.1 Authority Indemnification. To the extent permitted by law, the Authority shall indemnify, defend and hold harmless the Municipality, its officers, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Authority, its officers, members and employees arising in connection with the performance of its obligations hereunder; provided, however, that the Authority shall have no such obligation to indemnify or hold the Municipality harmless for any loss or damage resulting from the negligence or willful misconduct of the Municipality, the Contractor, or their respective officers, employees or agents.

4.2.2 Municipality Indemnification. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Authority, its officers, members, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Municipality, its officers, members, employees or agents arising in connection with the performance of its obligations hereunder or in connection with any Designated

Site owned and maintained by or on behalf of the Municipality; provided, however, the Municipality shall have no such obligation to indemnify or hold the Authority harmless for any loss or damage resulting from the negligence or willful misconduct of the Authority or its officers and employees.

ARTICLE V - TERMINATION

Section 5.1 BY EITHER PARTY

This Agreement may be terminated by either party upon the happening of either one or both of the following events; provided, however, that this Agreement may not be terminated by a party that is responsible for the occurrence of such event:

(A) In the event that any permit, license, consent, approval or authorization that either the Authority or the Municipality is required to possess in order to carry out its obligations under this Agreement is refused, revoked or withdrawn; or

(B) In the event that any litigation, whether judicial, administrative or otherwise, results in the entry of an order requiring that the Program cease or that the Authority cease to act as the implementing agency for the Program, this Agreement shall be terminated upon the date specified in such order without any responsibility or liability for such termination between the parties hereto, except as otherwise provided herein.

Section 5.2 BY THE AUTHORITY

This Agreement may be terminated by the Authority upon the happening of any one of the following events:

(A) In the event that the Yard Waste Contract is terminated or expires in accordance with its terms;

(B) In the event that funds are unavailable to the Authority for use in funding the Program; or

(C) In the event that the Municipality fails to pay any amounts owed pursuant to this Agreement.

Section 5.3 BY THE MUNICIPALITY

This Agreement may be terminated by the Municipality upon the repeated and persistent failure by the Contractor to materially perform the Yard Waste Recycling and Marketing Services in accordance with the terms and conditions of this Agreement, which failures shall be documented by the Municipality. Prior to termination, the Municipality shall serve notice upon the Authority, which shall specify the Contractor's failure to perform the Yard Waste Recycling and Marketing Services and provide the Contractor with sixty (60) days in which to cure same or seek applicable remedies as set forth within the Yard Waste Contract. Failure of the Contractor to cure shall entitle the Municipality to terminate this Agreement thirty (30) days thereafter.

ARTICLE VI - COVENANTS AND RESPONSIBILITIES

Section 6.1 ADDITIONAL COVENANTS OF MUNICIPALITY

During the Term of this Agreement or any extension thereof, the Municipality warrants and covenants to the Authority as follows:

(A) The Municipality shall comply with applicable federal, state and local laws, approvals and regulations relating to the collection, transportation and storage of Acceptable Yard Materials.

(B) The execution, delivery and performance of this Agreement has been (1) authorized by the governing body of the Municipality; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Municipality.

(C) The Municipality shall not take any action which will impede the Authority's ability to use, obtain and/or maintain any Municipal Site.

Section 6.2 ADDITIONAL COVENANTS OF THE AUTHORITY

During the Term of this Agreement or any extension thereof, the Authority represents, warrants and covenants to the Municipality as follows that the execution, delivery and performance of this Agreement has been: (1) authorized by the governing body of the Authority; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Authority.

ARTICLE VII - MISCELLANEOUS PROVISIONS

Section 7.1 MERGER CLAUSE

This Agreement (including schedules hereto, if any) constitutes the entire agreement and understanding between the parties in relation to its subject matter, and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

Section 7.2 MODIFICATIONS

The terms and conditions of this Agreement, including any schedules hereto may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.

Section 7.3 NOTICES

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered mail or certified mail, return receipt requested, overnight mail and addressed to the party as set out below, or to such other address as the said party may have specified by notice given in writing to the other party.

To the Authority:

Middlesex County Improvement Authority
 101 Interchange Plaza
 Cranbury, New Jersey 08512
 Attention: Executive Director
 Telephone: 609-655-5141
 Telefax: 609-655-4748

To the Municipality:

Borough of Helmetta
 51 Main Street
 Helmetta, New Jersey 08828
 Attn: Sandra Bohinski, Municipal Clerk

Unless otherwise expressly agreed to by the parties, any such written notice or consent shall be deemed to be given on the date of receipt or rejection indicated on the certified mail return receipt card.

Section 7.4 SUCCESSORS AND ASSIGNS; ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Neither party hereto shall have the right to assign this Agreement without the express written consent of the other party, said consent shall not be unreasonably withheld.

Section 7.5 SURVIVAL OF ALL INDEMNITIES

All indemnities contained in this Agreement shall survive the termination of this Agreement.

Section 7.6 FORCE MAJEURE

The Authority and/or Municipality shall be excused from performing their respective obligations under this Agreement as a result of fire, natural disaster, catastrophe, casualty, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes beyond the reasonable control of the party relying thereon as justification for not performing any obligation hereunder but only to the extent such act, event or condition actually prevents such performance.

Section 7.7 HEADINGS

Captions and headings in this Agreement are intended for convenience of reference only and shall not be considered as having any bearing on this Agreement.

Section 7.8 GOVERNING LAW

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

Section 7.9 RELATIONSHIP OF THE PARTIES

Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 7.10 NO WAIVER

The failure of the Authority or the Municipality, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement or option. No waiver by the Authority or the Municipality of any term, covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the other party.

Section 7.11 SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, shall remain in full force and effect.

Section 7.12 COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are fully authorized and empowered to sign on their behalf.

ATTEST:

**MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

Paul Abbey, Secretary

By: _____
James P. Nolan, Chairman

ATTEST:

MUNICIPALITY: HELMETTA

Clerk

By: _____
Mayor