

RESOLUTION R:272-2024

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF MONROE AND OMNI RECYCLING GROUP LLC FOR DISPOSAL FACILITY

WHEREAS, the Township of Monroe (“Township”) seeks to establish a contract for the disposal and processing of recyclable materials; and

WHEREAS, OMNI Recycling Group LLC (“OMNI”), located at 408 Lambs Road, Pitman, New Jersey 08071, has been identified as a qualified recycling facility capable of handling the Township’s recyclable materials; and

WHEREAS, the Township and OMNI have negotiated the terms and conditions of an agreement (the “Agreement”) for the sale and disposal of recyclable materials, with a term commencing on September 1, 2024, and concluding on August 31, 2029; and

WHEREAS, the Agreement includes provisions for the sale of tangible personal property, specifically single-stream recyclables, and outlines the responsibilities of both parties regarding the collection, hauling, and processing of these materials; and

WHEREAS, the Agreement provides for payment terms, pricing adjustments based on market conditions, and conditions under which the Township may be liable for additional charges or penalties; and

WHEREAS, it is in the best interest of the Township and its residents to enter into this Agreement with OMNI to ensure the efficient and lawful disposal of recyclable materials.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, as follows:

1. **Authorization:** The Township Council hereby authorizes the Mayor and Township Clerk to execute the Agreement with OMNI Recycling Group LLC, substantially in the form presented, subject to any minor revisions deemed necessary by the Township’s legal counsel.
2. **Term:** The Agreement shall be effective from September 1, 2024, through August 31, 2029.
3. **Compliance:** OMNI Recycling Group LLC shall comply with all applicable federal, state, and local laws, including but not limited to affirmative action and prevailing wage requirements.
4. **Indemnification:** OMNI shall indemnify and hold harmless the Township and its agents, servants, employees, or subcontractors from any and all claims, damages, losses, and expenses arising from or related to the performance of the Agreement.
5. **Force Majeure:** In the event of a Force Majeure, the affected party shall notify the other party and make reasonable efforts to mitigate the effects. Either party may terminate the Agreement if the Force Majeure event persists for more than sixty (60) days.
6. **Implementation:** The Township Administrator and other appropriate officials are authorized to take all necessary actions to implement the terms of the Agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution be filed in the office of the Township Clerk and that a certified copy be forwarded to OMNI Recycling Group LLC.

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**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MONROE
AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF MONROE AND
OMNI RECYCLING GROUP LLC FOR DISPOSAL FACILITY**

ADOPTED at a meeting of the Township Council of the Township of Monroe on October 9, 2024.

TOWNSHIP OF MONROE

CNCL. PRES. CHELSEA VALCOURT

ATTEST:

**Twp. Clerk, Aileen Chiselko, RMC
or Deputy Clerk, Jennifer Harbison, RMC**

CERTIFICATION OF CLERK

The foregoing Resolution was duly adopted at a meeting of the Township Council of the Township of Monroe, County of Gloucester, State of New Jersey, held on the 9th day of October 2024 in the Municipal Complex located at 125 Virginia Avenue, Williamstown, New Jersey.

**Twp. Clerk, Aileen Chiselko, RMC
or Deputy Clerk, Jennifer Harbison, RMC**

ROLL CALL VOTE

	AYES	NAYS	ABSTAIN	ABSENT
Cncl. Adams				
Cncl. Fox				
Cncl. Garbowski				
Cncl. Heverly				
Cncl. McKinney				
Cncl. O'Reilly				
Cncl. Pres. Valcourt				
Tally:				