

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2023-95

October 12, 2023

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING A CONTRACT FOR THE CLEANING OF THE
LEACHATE COLLECTION SYSTEM LINES IN CELLS 8, 9, and 11**

WHEREAS, in accordance with the Salem County Improvement Authority's Operations and Maintenance Manual, the leachate collection must be cleaned on a periodic basis; and

WHEREAS, this periodic cleaning will prevent sediment buildup and maintain efficient working conditions in the leachate collection system; and

WHEREAS, Landfill Manager Parker Smith conducted due diligence and obtained two quotes from pipe cleaning companies, with an additional qualified company declining to submit a quote, as outlined on the attached Exhibit A; and

WHEREAS, Wind River Environmental "DBA Franc Environmental", 960 Jacksonville Road, Ivyland, PA submitted the lowest responsible quote as detailed in the attached Exhibit A; and

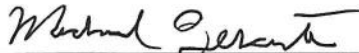
WHEREAS, in no event will the cost of cleaning exceed \$17,250.00 and thus this contract is not subject to pay to play restrictions; and

WHEREAS, it is anticipated that the cost will exceed the sum of \$10,000.00, with SCIA Policy requiring that expenditures over \$10,000 be approved by the Board; and

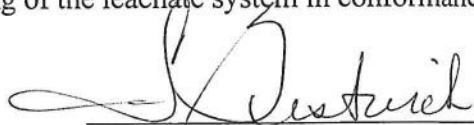
WHEREAS, funds are available in the full amount of the purchase price of the cleaning service outlined in Exhibit A and same have been certified by the Certifying Financial Officer:

Account Number	Amount	Department Description
60-16-125-000	\$17,250.00	Leachate System Cleaning

NOW THEREFORE, BE IT FURTHER RESOLVED by the Salem County Improvement Authority that the SCIA Executive Director is authorized to execute an agreement with and engage the services of Wind River Environmental "DBA Franc Environmental", 960 Jacksonville Road, Ivyland, PA to perform the cleaning of the leachate system in conformance with the quote attached hereto as Exhibit A.



Michael Bercute, Alt. Treasurer/Secretary



Susan Bestwick, Chairperson

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the SCIA at a regular meeting held on October 12, 2023.



Michael Bercute, Alt. Treasurer/Secretary

Low Quote



Wind River Environmental "DBA Franc Environmental"
960 Jacksonville Road
Ivyland, Pa. 18974

Wind River Environmental "DBA Franc Environmental"

General Terms and Conditions

Billed to: CID # 2616847
Salem County Improvement Authority 286 Welchville Road Alloway, NJ. 08001

Site Contact:
Parker Smith
Cell # 856-935-7900
Email:
psmith@scianj.org

Job Sites:
Salem County Improvement Authority 52 McKillip Road Alloway, NJ. 08001

Date: 9-18-2023

Wind River Environmental "DBA Franc Environmental"

General Terms and Conditions

The undersigned ("CUSTOMER") agrees to services from WRE described below and purchase from WRE its entire present and future requirements of services at CUSTOMER's locations set forth below &/or attached (each, a "Location" and, collectively, the "Locations", subject to the following terms and conditions (including those on the second page of this agreement/proposal

Equipment and Product: All equipment described in the table below (including necessary piping, lines, fittings, etc. as determined by WRE) and other equipment/svcs supplied by WRE to PURCHASER (collectively, "Svcs/Equipment") shall be performed at WRE's then applicable rates.

Scope of Work:

- Provide Vacuum Truck with operator
- Provide Jet Truck with operator
- Provide One (1) assistant technician
- We will hydro jet leachate collection pipes from cells 8,9, and 11
- Cell 8 – 10" HDPE runs 645ft long
- Cell 9 – 10" HDPE runs 675ft long
- Cell 11 – First (1st) line 10" HDPE runs 885ft long
Second (2nd) line 10" HDPE run 885ft long
- While the hydro jetting is performed, the vacuum Truck will capture waste from collection pipes
- Customer will provide water source onsite
- Transport and dispose of captured waste @ DEP approved facility
- We anticipate 3 days onsite

Pricing (Day Rate):

Jet Truck with operator	\$2450
Vacuum Truck	\$1800
Additional Technician	\$1000
Disposal	\$500



Customer agrees that WRE is the exclusive provider for this agreement. WRE reserves the right to terminate this Agreement at any time with or without cause. WRE has the right to terminate this agreement, in whole or in part, for Customer's failure to pay past invoices in a timely manner or if conditions change which alter the nature and scope of work. This Agreement may not be assigned by Customer without the prior written consent of WRE. This agreement is automatically assignable to a new owner.

C. PAYMENT

Customer agrees to pay WRE the amounts listed above on this agreement for waste removal and/or additional services. Payment is to be received upon completion of each svc listed above on agreement for waste removal and/or additional svcs. In event scope of work changes, WRE will be paid for all items on contract that have been completed. Any additional work performed/requested by Customer will be billed on a time & material basis. Service charge of 1.5%/mo will be added to account thirty days after invoice date. Customer is responsible for all costs associated with the collection including, but not limited to, attorneys' fees and court costs. Taxes, Other Fees and Charges, Permits and Compliance: Customer shall pay all applicable taxes, fees, assessments and penalties and will obtain permits and licenses in any manner connected with the services being provided and will comply with all laws, regulations and ordinances applicable thereto. Customer shall pay WRE an Environmental Fee in connection with WRE's compliance with federal, state and local materials regulations applicable to WRE's operations and activities; Customer acknowledges that Environmental Fee is retained by WRE and not paid to any governmental agency or authority. Customer shall pay WRE any applicable delivery charges, regulatory administrative fees, surcharges (including an energy/fuel surcharge for delivery of Product (per Customer Location) in accordance with WRE's then current energy surcharge), and other charges or surcharges applicable to WRE's customers generally in effect from time to time. Recurring Credit Card Payment Authorization, upon signature you authorize charges to your credit card for agreed services. You will be charged the amount invoiced each billing period. A receipt/invoice copy will be available for each payment and the charge will appear on your credit card statement. You agree that no prior-notification will be provided. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Wind River Environmental, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. You certify that you are the authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Credit Card Authorized Signature: Julie A. Acton

D. INVOICES

With approved credit, WRE will send an itemized invoice in the amount as indicated above on this Agreement to Customer's billing address promptly after services are completed. WRE may require full payment in advance at its discretion. If WRE does not receive the full amount invoiced by the due date on the bill, WRE may assess a late charge not to exceed 1.5% per month of the overdue amount. If Customer fails to pay any bill within thirty (30) days of the due date, WRE will have the following rights: 1) WRE may require full and immediate payment of all amounts due under this Agreement; 2) WRE may suspend or cancel service or 3) WRE may terminate this Agreement in which case Customer remains responsible for all past due amounts plus interest and all other damages incurred by WRE as a result of Customer's breach. All payments will be applied first to oldest balances outstanding. WRE may, at any time, adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (notification may be in the form of an invoice.) If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides WRE with a copy of a bona fide written offer from a reputable SELLER competitor offering Equipment and Svcs in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after WRE's receipt of the Competitive Offer, WRE (at WRE's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If WRE makes the Price Match, WRE shall have the right, in WRE's sole discretion, to extend the term of this Agreement for up to five (5) years from the date WRE implements the Price Match. Changes in prices pursuant to Section B or Section C of this Agreement shall not constitute a Price Adjustment for purposes of this Section D.

E. EMERGENCY SERVICE/ADDITIONAL SCOPE OF WORK

Requests for immediate grease waste removal/associated svcs shall be construed as an emergency and may be subject to emergency charges in addition to previously stated fees. Unexpected services may be required in the event of natural disasters or other unscheduled repairs to pipes or other infrastructure. Customer agrees to pay additional sums on a time and material basis for any additional work required to complete the job or emergency service caused by canceled contingencies such as foreign matter, rock, stones, broken pipes, or any other condition not really apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of WRE. One-time Emergency fee/service may be up to \$350. Additional Locations: PURCHASER shall notify SELLER of any additional locations operated by PURCHASER and such location(s) (each, an "Add'l Location") shall, subject to SELLER's prior consent, become Locations subject to all of the terms and conditions then in effect under this Agreement. On-call service shall be priced separately and billed at emergency rates.

F. FORCE MAJEURE

Service by WRE is subject to and contingent upon floods, hurricanes and other extreme weather conditions, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond WRE's reasonable control (each, a "Force Majeure Event"). WRE shall advise Customer of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of WRE's capability to produce and/or deliver Product and/or Equipment, WRE will allocate production and/or deliveries among the requirements of all its affected customers and WRE's own requirements in a fair and reasonable manner, as determined by WRE. Customer will pay or reimburse WRE for any additional costs incurred by WRE relating to the delivery of any Product and/or Equipment to Customer during a Force Majeure Event. WRE shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure. WRE will not be liable to Customer for any failure of the grease trap/svc resulting from events beyond WRE's control, including fire, floods, accident, utility failure and acts of God.

G. MISCELLANEOUS

The individual signing this agreement on behalf of the Customer represents and warrants that he or she is authorized to sign as an owner, manager, officer, partner or employee of Customer and that he or she is empowered to bind Customer to the terms and conditions contained herein.

H. LIMITATION OF LIABILITY

Customer acknowledges that there are hazards associated with the services involved in this Agreement and that it understands such hazards. It is Customer's responsibility to warn and protect its employees and others exposed to such hazards. Customer shall indemnify, defend and hold harmless WRE and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur or which are threatened arising from or in any way related to the services provided by WRE. WRE shall not be liable for costs of procurement of substitute products or services, nor for any loss of business, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising out of or relating to the services provided under this agreement, even if WRE has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. No claim of any kind, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the service or services in respect to which such claim is made. The foregoing constitutes customer's exclusive remedy and WRE sole obligation with respect to any such claim. There are no express warranties made by WRE.

I. DEFAULT

In addition to any other rights or remedies WRE may have at law or in equity, WRE reserves the right to immediately disrupt service in the event of payment delinquency or upon default by Customer in any of the terms or conditions herein (a "Customer Default"). In the event (a) of a Customer Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against Customer, or (c) Customer shall be adjudged insolvent or make any assignment for the benefit of creditors, WRE may, at its option, immediately cancel and terminate this Agreement with or without demand or notice to Customer and without court proceedings (a "WRE Termination for Cause"). Upon a WRE Termination for Cause, Customer shall remain responsible for all costs incurred for which WRE has not been paid, attorneys' fees and costs and any other damages resulting from Customer's default.

J. REPRESENTATION AND INDEMNITY

Customer represents and warrants to WRE that it is not obligated under the terms of any other contract for provision of the same or similar services. In the event that the foregoing representation and warranty proves to be false, Customer hereby indemnifies and holds harmless WRE from and against all costs, including reasonable attorney's fees, damages or liabilities that WRE may incur in connection with any claim asserted by any third party as a result thereof.

K. JURISDICTION

This Agreement shall be governed by and construed under the laws of the state of Massachusetts, at WRE's sole option, any and all disputes shall be resolved by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.