



Edward K. DeHope
Partner

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ATTORNEYS AT LAW

August 4, 2014

VIA FEDERAL EXPRESS

Robin R. Kline, Municipal Clerk
Borough of Chatham Municipal Building
54 Fairmount Avenue
Chatham, NJ 07928

Re: Assignment and Assumption of Contract ("Assignment")

Dear Robin:

Enclosed are three copies of the Assignment which have been executed by both B&B Disposals, LLC and Suburban Disposal, Inc. Bob Falzarano advised that the resolution approved by the Council authorized Mayor Harris to sign the Assignment on behalf of the Borough instead of Bob. We have changed the signature line for the Borough of Chatham to have Mayor Harris sign. Please arrange to have Mayor Harris sign all three copies and return two of them to me. One should be kept for the Borough's files. I will distribute the fully-executed copies to the other parties. Please send them to me by next day mail so that I can provide them to the other parties this week, as the Assignment is intended to take effect Monday, August, 11, 2014.

Sincerely yours,

Edward K. DeHope

Enclosures

cc: James L. Lott, Jr., Esq., w/encls.
Diane N. Hickey, Esq., w/encls.

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ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment and Assumption"), is dated as of August 11, 2014, by and between B and B Disposals, LLC, a New Jersey limited liability company, having its mailing address at 470 Hillside Avenue, Hillside, New Jersey 07205 (the "Assignor"); and Suburban Disposal Inc., a New Jersey corporation, having its mailing address at 54 Montesano Road, Fairfield, New Jersey 07004 (the "Assignee"), and the Borough of Chatham, having municipal offices at 54 Fairmont Ave, Chatham, New Jersey 07928 (the "Borough").

RECITALS

- A. Pursuant to a Contract for the collection and disposal of solid waste dated February 28, 2011 for the period commencing March 29, 2011 and ending March 29, 2016 (the "Contract"), the Assignor agreed to collect and dispose of solid waste from all the residences in the Borough in accordance with the terms and conditions set forth therein.
- B. The Assignor desires to assign to the Assignee said Contract with the consent and approval of the Borough, and approval of the New Jersey Department of Environmental Protection ("NJDEP").
- C. In connection with such assignment, and as contemplated by this Agreement, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume, all of the Assignor's rights and obligations under the Contract, and the Borough has approved this assignment, all as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

- 1. Assignment of Contract. The Assignor hereby assigns, transfers, sells, conveys and delivers to the Assignee all of the Assignor's right, title, and interest as Contractor under the Contract with the Borough for the collection and disposal of solid waste.
- 2. Assumption of Contract. The Assignee assumes all duties, obligations, and liabilities of the Contractor under the Contract.
- 3. Effective Date. The Assignment and Assumption shall be effective on a date, to be agreed upon in writing by Assignor, Assignee and the Borough, after approval of the Assignment and Assumption is obtained from the NJDEP.

4. Indemnification by Assignor. The Assignor shall, and hereby does, indemnify, defend and hold harmless the Assignee and the Assignee's members, principals, officers, employees, agents and representatives, and their respective heirs, successors and (the Assignee and all of the foregoing parties being collectively referred to herein as the "Indemnified Assignee Parties"), from and against any and all losses, costs, damages, claims, demands, causes of action, liabilities, fees and expenses (including without limitation reasonable attorney fees) incurred or to be incurred by any of the Indemnified Assignee Parties as a result of, arising out of or in connection with any and all matters relating to the Contract which accrued, occurred or arose on or before the Effective Date, regardless of whether a claim, demand or suit with respect thereto was made or asserted on or before, or is made or asserted after, the Effective Date.
5. Indemnification by Assignee. The Assignee shall, and hereby does, indemnify, defend and hold harmless the Assignor and the Assignor's partners, principals, officers, employees, agents and representatives, and their respective heirs, successors and assigns (the Assignor and all of the foregoing parties being collectively referred to herein as the "Indemnified Assignor Parties"), from any and all losses, costs, damages, claims, demands, causes of action, liabilities, fees and expenses (including without limitation reasonable attorney fees) incurred or to be incurred by any of the Indemnified Assignor Parties as a result of, arising out of or in connection with any and all matters relating to the Contract with first accrue, occur or arise after the Effective Date.
6. Representations and Warranties of Assignor. All of the representations and warranties of the Assignor set forth in the Contract are incorporated herein and a part hereof as if set forth at length herein.
7. Further Acts. The Assignor agrees that it will, at any time and from time to time upon written request therefor, at the Assignor's expense, execute and deliver to the Assignee, its successors and assigns, any new or confirmatory instruments and take such further acts as the Assignee may reasonably request to fully evidence and perfect the assignment contained herein and enable the Assignee fully enjoy the rights and interests assigned hereby.
8. No Assignment Without Approval. Assignee may not assign its rights and obligations under this Assignment and Assumption or under the Contract without the prior written approval of the Borough.
9. Governing Law. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New Jersey.

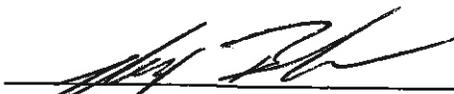
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Contract as of the date set forth on the first page hereof.

ATTEST:



ASSIGNOR:

B and B Disposals, LLC

By: 

Name: Ricky Bamber
Title: Manager
Date: August 1, 2014

ASSIGNEE:

Suburban Disposal, Inc.



By: 

Name: John Roselle
Title: President
Date: August 1, 2014

CONSENTED TO BY:

Borough of Chatham





Name: **Bruce A. Harris**
Title: **Mayor**
Date: August 6, 2014