

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Logan COUNTY: Gloucester

RECIPIENT: Borough of Swedesboro COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Collection and marketing of collected solid waste & recycling materials.
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EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2020

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE BOROUGH OF SWEDESBORO
FOR SOLID WASTE & RECYCLING COLLECTION AND MARKETING SERVICES**

This Agreement made and effective this date November 2, 2015 is for the collection and marketing of collected solid waste & recycling materials from the **Borough of Swedesboro**, hereinafter referred to as "**Participant**" who chooses to participate in the Solid Waste & Recycling Collection System with the **Township of Logan**, hereinafter referred to as "**Lead**".

WHEREAS, the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes two or more contracting units to enter into a Shared Services Agreement for the provision of services; and

WHEREAS, the Township of Logan is offering to provide solid waste collection and marketing services with other authorized contracting units utilizing the administrative purchasing and operational services and facilities of the Township of Logan; and

WHEREAS, this Shared Services Agreement is to effect substantial economies in the collection and marketing of solid waste, work, materials and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes.

NOW, THEREFORE, IN CONSIDERATION OF the promises and the covenants, terms and conditions hereinafter set forth, it is mutually agreed by the parties as follows:

1. Definitions:

Solid Waste Collection: The collection, transportation and marketing of solid waste and recycling material to specified Markets or designated collection sites.

Lead: The Township of Logan.

Participant: The Borough of Swedesboro.

Solid Waste: Solid Waste types: 10 (household and commercial), 13 (bulky waste), 13C (construction and demolition), and 23 (vegetative waste).

Cart: Trash and recycle containers shall be automated carts of a maximum capacity of 96 gallons. All solid waste must be placed within a Cart to be collected.

Unit: 1 pick-up location with a trash and recycling cart/carts, as permitted by the Participant. (The intent is for one unit to have 1 trash and 1 recycling cart, but there may be a situation where a second cart is warranted.)

Curb: Shall mean the area adjoining the curb line of streets.

Disposal facility: Shall mean those sites designated by the County of Gloucester or Lead as permitted by law and approved for use by the Lead and Participant. The Lead shall utilize the market used by the Township of Logan for Participant solid waste and recycling. In the event that the Participant shall choose a market which is not the same as that utilized by the Township of Logan, then the Lead shall deliver collected solid waste and recycling material to said market provided that the said market is within 25 mile radius of the Borough of Swedesboro. If Lead marketed, the Lead must provide copies of EPA and State permits from all potential disposal markets and notarized Solid Waste Affidavit or letters from those facilities stating that they will accept all waste generated by this Lead once collected and delivered by the Lead during the overall term of this agreement.

Streets: Shall mean all public roads, highways, avenues, streets, lanes, boulevards, circles and public places, whether dedicated or not, within the limits of the Participant. No private drives, alleys, lanes, etc.

Removal: Shall mean the transportation of solid waste, recycles, and yard waste materials collected from the Participant to an approved facility.

Holiday: Shall mean a regularly scheduled collection day on which the authorized Disposal Facilities are closed and collection cannot be made, including New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Governing Body: Shall mean the governing body of the Lead or Participant, when the agreement is to be entered into by, or on behalf of, a municipality as further defined at N.J.S.A. 40A:11-2.

Residential Sector: Shall mean all designated single-family buildings and multi-family buildings.

Commercial Sector: Shall mean all commercial buildings designated by the Participant.

Municipal Sector: Shall mean all designated government buildings, parks, public events, public school facilities, fire and ambulance facilities.

Residential Commercial and Municipal Collection: Each cart shall be place for collection along the curb before each building. Each cart shall be placed in such location that it is clear of obstacles and vehicles such that each cart has an unobstructed radius of four feet in all directions to allow the automated trash collection arm access to said cart. The Participant shall enforce this provision through Ordinance or other appropriate means. Each cart shall be fully emptied and replaced in front of the unit.

NJDEP: The New Jersey Department of Environmental Protection.

2. Marketing Program:

The delivery of specified materials to an EPA approved and or state licensed facility or NJDEP approved disposal market as specified by this Shared service Collection and Marketing Program:

3. Services Provided:

- A. The Lead shall provide collection, removal and disposal by automated or other means of solid waste, single stream recycling and yard waste collection to Participant within the territorial and geographical boundaries of the Borough.
- B. The Lead shall provide copies of all weight tickets (solid waste, recycles, yard waste and bulk) as provided by the market within seven days of the end of the collection month.
- C. The Lead shall provide all administrative, supervision and operational monitoring for collection services.
- D. The Lead shall provide education, brochures and instructions on the use of the automated collection service program via Microsoft Word and or Excel documents for Participant to re-produce and distribute to all Units.
- E. After initial delivery of solid waste carts, the Lead agrees to deliver any solid waste carts to new units, add to Excel spread sheet and forward to Participant on a monthly basis.
- F. The Lead shall provide a list, maintained and updated as necessary, to the Participant of all solid waste carts, size and serial number as recorded to its delivery address.
- G. The Lead shall maintain and provide to the participant, as needed all maintenance supplies for solid waste carts.
- H. The Lead shall order and stock all ordered and surplus carts and supplies.
- I. Upon the expiration of the Gloucester County Solid Waste Management Plan designating the solid waste disposal site, the Lead shall procure a new site for the use and benefit of both Lead and Participant in accordance with Local Public Contract Laws subject to the limitation as to distance set forth above.
- J. The Participant agrees to perform basic maintenance on carts as needed.
- K. The Participant agrees to pay and is responsible for contracting with the end market facilities directly.
- L. The Participant agrees to provide its New Jersey SHARE funding to the Lead for all costs associated with this collection program.
- M. The Participant is responsible for the management, oversight and administration of complaints and/or inquires and/or service requests made by parties within the service area of Swedesboro by Participant. All communication with Lead will come only from the municipal employee designated by Participant. Under no circumstances will Lead coordinate activities with service recipients within the service area of Participant.
- N. All designated collected type 10, 13, 13C and 23 solid waste and recycling material shall be collected once per week per unit on Thursdays and directed to the designated markets. All material for pickup, other than scheduled "bulk items", must be placed inside of carts. Both parties acknowledge that material to be collected by Lead is incidental and customary material generated by residential units and select small commercial establishments. Both parties further acknowledge that excessive material generation of

13 and/or 13C material for pickup is not contemplated under this Agreement. Participant acknowledges that excessive ID13 and/or 13C material indicative of commercial interests avoiding disposal costs by placing material for curbside pickup is prohibited and has requested Lead to monitor and notify Participant of any such activities for corrective action by Participant.

- O. All collection service, as described in this Shared Services Agreement, shall be performed on the designated day between the hours of 6:00 am, and 5:00 pm. When collection falls on a Legal Holiday, the Lead shall substitute a chronologically adjacent day, not including Sunday, for collection.
- P. The Lead shall provide the Participant all weight receipts and/or tonnage reports on a monthly basis during the term of this Agreement.
- Q. Collection sources include: commercial sector being all designated commercial retail and wholesale markets that meet the regulations of the Borough solid waste ordinance. Residential sector being single and multi-family units. Municipal sector being all designated government buildings, parks, public events, public school facilities and fire and ambulance facilities.
- R. The Lead shall supply sufficient amount of equipment to complete the collection service schedule.
- S. All units on Kings Highway between Glen Echo avenue (AKA Route 538) and Poplar Street shall have collection service prior to 8:00 am.
- T. The Borough of Swedesboro shall be responsible for the solid waste and recycling material values and for any reporting requirements.
- U. The Lead shall maintain separation of material containers during collection for them to be properly marketed and shall be responsible for any cost incurred due to the commingling of trash containers and recycling containers during pickup. Lead is not responsible for the commingling of material placed into the containers by the residents. Lead will make Participant aware of any suspected commingling of trash and recyclable materials identified during normal pickup operations.
- V. No collected materials may be mixed with material from outside of the Borough.
- W. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. All vehicles shall be equipped with a broom, shovel, and absorbent agent to pick up spills.
- X. All collection equipment used shall be registered with and conform to the requirements of the NJDEP agency, in accordance with N.J.A.C. 7:26-3.1 et seq.

4. **Certification:**

Lead agrees to provide Participant all services in conjunction with New Jersey State Law.

5. **Price:**

Participant agrees to pay Lead for the solid waste collection services within thirty (30) days after the end of each calendar month during the term of this Agreement. Where the Borough of Swedesboro will pay the cost of disposal, the disposal facility shall bill the Borough of Swedesboro directly for all costs (including taxes and surcharges).

Collection Cost:

2016: \$10.50 per unit per month, 12 months per year with a minimum base unit count of 906 units. Invoicing will be based on the actual number of units, but in no event less than 906.

2017: 2016 rate plus up to 2%.

2018: 2017 rate plus up to 2%.

2019: 2018 rate plus up to 2%.

2020: 2019 rate plus up to 2%.

Additional Units:

It is expressly understood that additional units and other buildings are or may be under construction in the Borough of Swedesboro, and additional streets may become dedicated during the term of this Shared Service Agreement. The collection cost identified herein shall include all units as counted and identified by the Tax assessor during the term of this Shared Service Agreement.

Deletion of Units:

It is expressly understood that some units and other buildings may be removed in the Borough of Swedesboro during the term of this Shared Service Agreement. The collection cost selected herein shall delete all units as counted and identified by the Tax assessor during the term of this Shared Service Agreement.

Fuel Cost Escalator:

Lead agrees to pay for all fuel costs as part of this agreement up to a cost of \$3.00 per gallon (public sector cost). Price Escalator shall apply as follows:

If fuel costs exceed \$3.00 per gallon, then the truck shall be filled up prior to collection and refilled at the end of the collection day and the Participant shall pay the per gallon costs above \$3.00 to the Lead. Lead shall provide documentation of the price of fuel. (Example: \$3.00 – No change. \$3.10 – Participant shall pay Lead \$0.10 per gallon when refilled at end of collection and marketing day.)

6. Shipping:

Lead shall deliver the solid waste and recycling material after collection from Participant. No material shall be unduly held by Lead or Participant after the collection has been made. The Lead shall not deny delivery of designated collected materials to the Participant. Participant shall not require delivery to another facility or location without compensation to Lead.

7. **Term:**

This Agreement shall be effective for an overall term of not less than five (5) years. The Term shall be for the 2016-2020 calendar years. The term of this Agreement shall end on December 31, 2020.

8. **Limitation of Liability:**

In no event shall either party be liable for special, indirect, incidental or consequential damages arising out of or connected with this Agreement of the Goods, regardless of whether a claim is based on based on contract, tort, strict liability or otherwise.

9. **Indemnification:**

The parties shall indemnify and hold harmless the other party and their agents, servants, employees or subcontractors from and against all claims, damages, losses and expenses including all reasonable expenses incurred by the each party on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the agreement or from any act or omission by the each party, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

10. **Affirmative Action:**

A. State and Federal regulations:

(1) The Contractor's attention is directed to Attachment #1, entitled "New Jersey Public Law 1975, c. 127; Procurement or Service Contract; Mandatory Language "which is herein incorporated by reference.

(2) The Contractor shall also be bound by all Affirmative Action Regulations, Ordinances, Statues or Laws enacted subsequent to the award of Contract.

(3) Failure to comply with any of the above provisions shall be considered a substantial breach of Contract resulting in a rejection of the Bid or Award.

.11. Assignment of Contract:

The Lead shall not assign, transfer, convey, sublet or in any other manner dispose of this Agreement or his obligations hereunder, nor shall he/she in any manner dispose of his right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the moneys due, to become due, under this Agreement unless the previous written consent to a total or partial assignment shall not dispense with the requirements of obtaining further consent in the event of a further other or partial or complete assignment. No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Agreement shall be valid or effective until the document evidencing said assignment, transfer conveyance or other dispositions shall be filed with the Participant, reviewed and approved by the Law Department, endorsed and certified by both or all parties to said transaction to be a true and complete copy of the entire transaction. In no case shall such assignment shall become effective without the written approval of the Department.

12. Breach of Contract – Causes for a Breach of Breach of Contract:

A. In addition to those instances specifically referred to in other sections herein contained, the Participant shall have the right at its option to terminate the Agreement, said termination evidenced by a due and proper resolution of the Participant Governing body and by facsimile or mailing a certified copy thereof by the Participant, by certified mail return receipt, to the principal place of business of the Lead, under any one or more of the following circumstances:

(1) In the event the Lead shall abandon any portion of the work to be performed under the Specifications.

(2) In the event the Lead shall abandon the work.

(3) In the event the Lead shall abandon any portion of the work to be performed under the Specifications.

(4) If the Lead shall fail to fully, properly and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within the Specifications.

(5) If the Lead shall sublet, assign, convey or otherwise dispose of his contract or any portion thereof other than in accordance with the Specifications.

(6) If the Lead “skims”, “light weights” or otherwise diverts or withholds credit of or “adds”, “heavy weights” or inflates or otherwise alters or falsifies weights or weight slips of collected solid waste.

13. Taxes:

In no event shall Participant be responsible for any sales, use, excise or other tax imposed or levied upon the solid waste collection or with respect to the payment of the purchase price for the

solid waste collection. In no event shall Participant be responsible for any tax imposed upon Lead.

14. Notices:

A. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by Certified Mail, postage prepaid or recognized overnight delivery service.

B. Before the Agreement shall be declared terminated under Section 12(A)1-6 inclusive, the Participant shall give notice to the Lead of the nature of the breach claimed and the time and place of hearing, held before the Participant Governing Body, of said charge, which hearing shall not be less than five (5) business days after the date of the facsimile or mailing of said notice, at which hearing the Lead may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by counsel. If the Lead shall have said reporter present, he/she shall furnish to the Participant a true copy of the transcript of the hearing without cost to the Participant.

If to Participant: Borough of Swedesboro
 1500 Kings Highway
 P.O. Box 56
 Swedesboro, NJ 08085
 Phone: (856) 467-0202
 Fax: (856) 467-5767

If to Lead: Township of Logan
 125 Main Street
 P.O. Box 314
 Bridgeport, NJ 08014-0314
 Attention: Logan Township Administrator
 Phone: (856) 437-3424
 Fax: (856) 467-1061

15. Objection:

If the Participant shall reverse said assessment, he/she shall forthwith notify the lead in writing. If the Participant shall sustain or modify the assessment, he/she shall notify the Lead in writing thereof, in which event the Lead shall have the right to appeal the decision of the Participant to the Participant governing body by requesting in writing a rehearing within ten (10) days of the receipt of notice of such decision of the Contract Administrator.

16. Appeal:

The Participating Governing Body decision shall be final, subject to any and all rights that the Agreement may have under the laws of the State of New Jersey. The Participant

Governing Body decision shall be final subject to the Lead's rights under Section 17
CLAIMS.

17. **Claims:**

All claims, disputes and other matters in question between the parties to this agreement, arising out of, or relating to this agreement, or a breach thereof, shall be decided by a Court of law of the State of New Jersey venued in Gloucester County.

18. **Arbitration:**

(Intentionally deleted)

19. **Other Remedies:**

No remedy provided within the terms of the Agreement and Specifications shall be deemed to preclude the Participant or Lead from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

20. **Governing Law:**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

21. **Final Agreement:**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

22. **Severability:**

If any term of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

23. **Headings:**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

24. Miscellaneous:

(1) Trash, single stream recycling and yard waste is to be collected each and every Thursday. Bulk pick up will be the 1st (first) Friday of every month. The "UNIT" must call with name, address, phone number and brief description of the items to be picked up. The Participant will enter this information on an EXCEL spread sheet, called "SWEDESBORO BULK LIST". This spread sheet must be emailed to Lead's Public Works Superintendent, Mike Riley (mriley@logan-twp.org), and Cindi Giandomenico (cgiandomenico@logan-twp.org) by 3:00 pm the day before pickup.

(2) A calendar provided by the Lead called "SWEDESBORO HOLIDAY, TRASH, RECYCLING, BULK & YARD WASTE SCHEDULE" shall be the collection schedule for the Borough. Collection services as described can start at 6:00 A.M. Every new year on the contract the Lead will provide by November 15, a New Holiday schedule calendar.

(5) If the Lead or Participant finds any infractions, they are to post notices on said containers or items and shall eave them for the generator to correct. The Lead and Participant shall maintain a list of each unit address for any posted infraction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATTEST:

Jennifer Pearson
~~Linda Oswald,~~ Clerk
Jennifer Pearson, Deputy Clerk

TOWNSHIP OF LOGAN

[Signature]
Frank W. Minor, Mayor

ATTEST:

Tanya Goodwin
Tanya Goodwin, Clerk

BOROUGH OF SWEDESBORO

Thomas W. Fromm
Thomas W. Fromm, Mayor

RESOLUTION NO. 185 - 2015

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF LOGAN
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF SWEDESBORO FOR SOLID WASTE AND RECYCLING
COLLECTION AND MARKETING SERVICES**

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., permits local units of this State to enter into a contract with any other governmental unit for shared services; and

WHEREAS, the Township of Logan agrees to provide municipal trash and recyclable collection to the Borough of Swedesboro for a term of five (5) years pursuant to the terms and conditions set forth in the Shared Services Agreement attached hereto; and

WHEREAS, the Township of Logan has agreed to serve as the Lead Agency for trash and recyclable collection and marketing; and

WHEREAS, the parties shall enter into a Shared Services Agreement, in the form and manner attached hereto; and

WHEREAS, such Shared Services Agreements are encouraged by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

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

1. The Mayor and Clerk of the Township of Logan are hereby authorized to execute the Shared Services Agreement between the Township of Logan and the Borough of Swedesboro, in the form and manner attached hereto as Exhibit "A".

2. A copy of this Resolution and the agreement shall be filed with the Commissioner of the Department of Community Affairs.

ADOPTED at a Regular Meeting of the Logan Township Council held November 10, 2015.

TOWNSHIP OF LOGAN

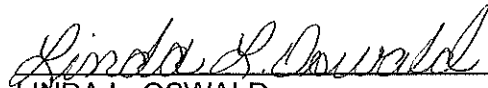

FRANK W. MINOR, Mayor

ATTEST:


LINDA L. OSWALD, Clerk

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Council of the Township of Logan, County of Gloucester, State of New Jersey, at a meeting held by the same on November 10, 2015 in the Logan Township Municipal Building, 125 Main Street, Bridgeport, New Jersey.

A handwritten signature in cursive script, reading "Linda L. Oswald", written over a horizontal line.

LINDA L. OSWALD

Clerk

R-95-2015

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
SWEDESBORO AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT WITH THE TOWNSHIP OF LOGAN REGARDING MUNICIPAL
TRASH COLLECTION**

WHEREAS, Interlocal Service Agreements are authorized under and by virtue of N.J.S.A. 40:8A-1 et seq., and

WHEREAS, the Borough of Swedesboro has determined that it is in the best interest of the residents of the Borough of Swedesboro to authorize the Borough Council and the Mayor to execute an Interlocal Services Agreement with the Township of Logan for the marketing, work, materials and supplies for the collection and marketing of Solid Waste within the Borough of Swedesboro, said Agreement attached hereto and incorporated by reference herein; and

WHEREAS, the Township of Logan has agreed to serve as the Lead Agency for an Inter-Local Collection and Marketing System; and

WHEREAS, the Borough Council and the Mayor of the Borough of Swedesboro shall be and are hereby authorized to execute the Interlocal Services Agreement on behalf of said Borough and a copy of the Agreement shall be forthwith filed with the Commissioner of the Department of Community Affairs.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Swedesboro that the Mayor and Borough Clerk be authorized to execute said Agreement with the Township of Logan for an Inter-Local Collection and Marketing System.

ADOPTED at a regular meeting of the Council of the Borough of Swedesboro held on November 2, 2015.

BOROUGH OF SWEDESBORO

Attest:



TANYA GOODWIN, CLERK



THOMAS FROMM, MAYOR

CERTIFICATION

The foregoing Resolution was duly adopted by the Council of the Borough of Swedesboro at a meeting held on November 2, 2015.



Tanya Goodwin, Clerk