

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION 14-50-272

AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE CITY OF WILDWOOD, NEW JERSEY FOR TRANSPORTING AND PLACEMENT OF CDF MATERIAL FOR LANDFILL CAPPING AND CLOSURE

WHEREAS, the City of Ocean City (“Ocean City”) owns a Confined Disposal Facility (“CDF”), designated as CDF 83, which it utilizes for the placement and storage of dredge materials, but which is at capacity and cannot, at this time, accept additional materials; and,

WHEREAS, Ocean City has explored, and continues to explore, means and methods by which the CDF could be emptied in order to create capacity for additional materials and facilitate a continuation of Ocean City’s dredging program; and,

WHEREAS, the City of Wildwood, New Jersey Board of Commissioners (hereinafter, “Wildwood”) desires to cap and close its Back Bay Landfill so as to comply with State Law and allow for future development; and,

WHEREAS, Wildwood has explored means and methods by which its Back Bay Landfill could qualify as a site approved to accept dredge materials, such as those in CDF 83; and,

WHEREAS, Ocean City and Wildwood desire to work together to obtain the necessary approvals to allow Ocean City to empty CDF 83 and transport the materials therein to Wildwood for Wildwood’s use in capping its Back Bay Landfill; and,

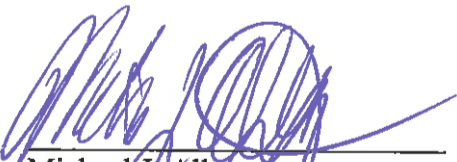
WHEREAS, the approvals required for this joint effort will be conditioned upon the testing of the materials in CDF 83 to establish that they meet residential site remediation standards; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* permits local units to enter into an agreement for joint services; and,

WHEREAS, the City of Wildwood and the City of Ocean City desire to enter into an agreement for joint services so as to cap Wildwood’s Back Bay Landfill with material from Ocean City’s CDF 83 in accordance with a written agreement between the two municipalities, a copy of which is attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

1. The City of Ocean City accepts and approves the Shared Services Agreement to be entered into with Wildwood, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution.


 Michael J. Allegretto
 Council Vice President

Offered by COUNCILMAN MCCLELLAN Seconded by COUNCILMAN HARTZELL

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 4TH day of DECEMBER 2014.

NAME	AYE	NAY	ABSENT	ABSTAINED
Allegretto	X			
DeVlieger	X			
Guinosso	X			
Hartzell	X			
Madden	X			
McClellan	X			
Wilson			X	


 Deputy City Clerk

CITY OF WILDWOOD
4400 New Jersey Avenue
Wildwood, NJ 08260
609-522-2444

Christopher Wood,
City Clerk

January 8, 2015

City of Ocean City
Linda MacIntyre, Municipal Clerk
861 Asbury Avenue
Ocean City, NJ 08226

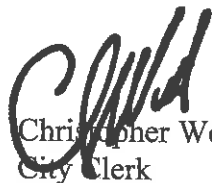
Dear Ms. MacIntyre:

Enclosed certified copy of Resolution Contract which was approved by the Board of Commissioners of the City of Wildwood; as follows:

RESOLUTION NO. 564-11-14
Transporting, and Placement of CDF Material
for Landfill Capping and Closure.

Should you have any questions, please feel free to contact me.

Very truly yours,


Christopher Wood,
City Clerk

CW/kmg
Enclosure

CITY OF WILDWOOD
Cape May County, New Jersey

WHEREAS, the Board of Commissioners desire to cap and close the Back Bay Landfill so as to comply with State Law and allow for future development;

WHEREAS, the City of Ocean has a need for a site which will accept material from its Confined Disposal Facility ("CDF");

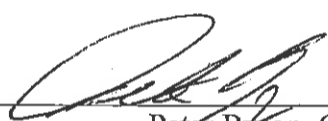
WHEREAS, Ocean City is willing to pay the City of Wildwood a fee for accepting material from its CDF;

WHEREAS, it is expected testing of material from the CFD will confirm that material meets residential site remediation standards and is appropriate capping material for the Back Bay;

WHEREAS, the New Jersey Interlocal Services Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement for joint services;

WHEREAS, the City of Wildwood and the City of Ocean City desire to enter into an agreement for joint services so as to cap the Back Bay with material from Ocean City's CDF;

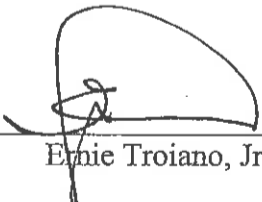
NOW, THEREFORE BE IT RESOLVED AS FOLLOWS: The Board of Commissioners of the City of Wildwood accepts the terms and conditions of the attached Share Services Agreement and authorizes and directs the Mayor to execute same on behalf of the City, understanding the Agreement is contingent upon the receipt of capping material test results, as well as all governmental permits and approvals necessary to effect the purposes of the Agreement.



Peter Byron, Commissioner



Anthony Leonetti, Commissioner




Emie Troiano, Jr., Mayor

Resolution No. 544 11-14

Offered by: Byron

Seconded by Leonetti

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 26th day of November, 2014 and in witness whereof I have hereunder set my hand and official seal on this date written.



CHRISTOPHER H. WOOD, CITY CLERK

**SHARED SERVES AGREEMENT REGARDING THE HANDLING,
TRANSPORTING, AND PLACEMENT OF CDF MATERIAL FOR LANDFILL
CAPPING AND CLOSURE**

This Agreement for the handling, and accepting of materials from the Ocean City CDF to be used for capping the Wildwood Back Bay Landfill is made as of this 4th day of December, 2014, by and between the City of Wildwood, a New Jersey Municipal Corporation, the mailing address for which is 4400 New Jersey Ave., Wildwood, NJ 08260, (hereinafter "Wildwood") and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Ave., Ocean City, NJ 08226, (hereinafter "Ocean City,") and the parties state:

WHEREAS, the City of Wildwood is the owner of that certain property located in the City of Wildwood, County of Cape May, State of New Jersey, lying generally along and east of the Post Creek Basin (body of water), known as the Back Bay Landfill (hereinafter "Back Bay Landfill or landfill,"); and,

WHEREAS, the City of Wildwood is required, pursuant to State law P.L.2013, c.69 (C. 13:1E-125.1 et seq., the "Legacy Landfill Law"), and regulations currently being drafted to implement said law, to cap and close the Back Bay Landfill so as to meet the sanitary landfill engineering design standards and construction requirements in N.J.A.C. 7:26-2A.7 and the closure and post-closure care of sanitary landfills in N.J.A.C. 7:26-2A.9, and to permit future redevelopment of the landfill property; and,

WHEREAS, the City of Wildwood desires to cap and close the Back Bay Landfill in a manner so as to provide an appropriate site for redevelopment;

WHEREAS, the City of Ocean City has used a dredge disposal site known as Site 83, ("Ocean City CDF site");

WHEREAS, the Ocean City CDF site has reached its capacity for storing dredge spoils and the City of Ocean City desires to excavate material from the site to provide for additional capacity so as to allow for future dredging and disposal at that site;

WHEREAS, it has been determined that removal of material from the Ocean City CDF will provide for additional capacity for dredge spoils;

WHEREAS, the Back Bay Landfill has been identified as a potential site to receive materials from the Ocean City CDF;

WHEREAS, excavated material from the Ocean City CDF has been identified as appropriate material for capping the Back Bay Landfill;

WHEREAS, it is in the mutual interests of the cities of Ocean City and Wildwood for material from the Ocean City CDF be used to cap the Wildwood Back Bay Landfill;

WHEREAS, all necessary permits and approvals have been obtained to permit the material from the Ocean City CDF be transported to the Back Bay Landfill and used for capping, or if not yet obtained, are expected to be obtained, with this Agreement specifically conditioned upon receipt of all necessary permits and approvals;

WHEREAS, the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-2, et. seq. permits local units to enter into an agreement for joint services and the City of Wildwood and the City of Ocean City desire to do same;

NOW, THEREFORE, the City of Wildwood and the City of Ocean City hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1. PREMISES FOR CAPPING

The site to be capped with material to be provided by Ocean City is that former landfill site known as the Back Bay Landfill, lying along and east of the Post Creek Basis, which property is owned by the City of Wildwood, reflected on the Official Tax Map of the City of Wildwood as Block

SECTION 2. MATERIAL FOR CAPPING

- a. It is understood the Ocean City Confined Disposal Facility (hereinafter "CDF") holds approximately 300 thousand cubic yards of material, of which up to 200 to 250 thousand cubic yards may be removed without compromising the structure of the CDF for purposes of accepting dredge spoils.
- b. CDF material will be tested by Ocean City and this agreement is conditioned upon those test results confirming the material meets residential soil remediation standards.

SECTION 3. TRANSPORTATION OF MATERIAL

- a. It is understood and agreed that the City of Ocean City shall mine and transport the CDF material to the Back Bay landfill and shall be responsible for all costs associated with that transport.
- b. The City of Ocean City shall ensure the materials are deposited in a location identified by the City of Wildwood which is accessible by the vehicles used for material transport.

- c. The City of Ocean City agrees to release and indemnify the City of Wildwood, its agents and employees, from any claim of loss or injury caused by or associated with that transport.
- d. The City of Wildwood agrees to release and indemnify the City of Ocean City, its agents and employees, from any claim of loss or injury caused by or associated with the use of the delivered CDF material.

SECTION 4. FEE FOR USE OF PREMISES FOR DISPOSAL

- a. It is agreed that the City of Ocean City shall compensate the City of Wildwood for accepting CDF materials on a basis determined by the number of cubic yards of CDF material accepted, as measured by truckloads delivered and deposited in the location at the Back Bay Landfill identified by the City of Wildwood.
- b. Delivery and receipt of the measured amount(s) shall be acknowledged with each delivery by both an employee or agent of the City of Ocean City and employee or agent of the City of Wildwood.
- c. Upon receipt of CDF materials, delivery acknowledgments shall be provided to the billing office of the City of Wildwood, which shall, on a regular basis, generate an invoice to the City of Ocean City, which shall be payable within 30 days of receipt of same.
- d. The fee charged to and paid by the City of Ocean City for acceptance of CDF materials shall be fourteen dollars (\$14.00) per cubic yard of material delivered and accepted.

SECTION 5. REQUIRED PERMITS

The parties understand and agree that this Agreement is dependent upon both parties obtaining governmental approvals and permits so as to permit all activities take place which are necessary to affect the purposes of this agreement. Both parties agree to expeditiously apply for and pursue all such approvals and permits and agree to immediately notify the other party if it appears any such approval or permit may not be issued or may not be issued in accordance with the time table expected by the parties.

SECTION 6. EFFECTIVE DATE

This Agreement shall become effective and binding upon passage of a resolution by the governing body of each of the municipalities party to this agreement accepting and the agreement and authorizing its execution.

SECTION 7. VENUE; ATTORNEY FEES AND COSTS

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way

of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator.

SECTION 8. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have rendered.

SECTION 9. NOTICES

Any notices issued under or pursuant to this agreement shall be effective upon receipt by the party's respective City Clerks, with copy to the party's respective City Solicitors, at the following addresses:

City of Ocean City:

Clerk, City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

Dorothy McCrosson, Esq.
Solicitor, City of Ocean City
200 Asbury Ave.
Ocean City, NJ 08226

City of Wildwood:

Clerk, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260

Mary D'Arcy Bittner, Esq.
Solicitor, City of Wildwood
4400 New Jersey Ave.
Wildwood, NJ 08260

SIGNATURES:

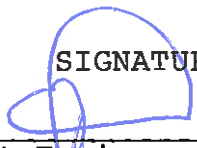


JAY GILLIAN, MAYOR




MICHAEL DATTILO, BUSINESS ADMINISTRATOR

SIGNATURES:



Ernest Troiano, Jr., Mayor
City of Wildwood


Attest: _____
Christopher H. Wood,
City Clerk



LINDA P. MACINTYRE, CITY CLERK