

CITY OF VINELAND

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 2 TO A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AND THE CITY OF VINELAND FOR SOLID WASTE AND RECYCLING MATERIALS

WHEREAS, the Cumberland County Improvement Authority (CCIA) and the City of Vineland have entered into a Shared Services Agreement, dated January 1, 2015 for solid waste disposal and for the use of facilities for receipt of recyclables which was amended by an agreement dated March 25, 2015 (collectively Agreement); and

WHEREAS, the parties wish to further amend the Agreement so that the CCIA provides for the collection of waste oil and antifreeze for recycling , as well as the collection of electronic waste for disposal both in furtherance of the intent of the parties towards the efforts of recycling and to prevent improper disposal of those items; and

WHEREAS, the City Council of the City of Vineland finds it to be in the best interest of the City of Vineland to amend the Shared Services Agreement and the amendment thereto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to execute a second amendment to the shared services agreement in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

**SECOND AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN THE CITY OF VINELAND AND THE
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**

THIS AMENDMENT is made and effective as of the 1st day of March, 2016 (“Amendment”), by and between the CUMBERLAND COUNTY IMPROVEMENT AUTHORITY (“CCIA”) located at 2 North High Street, Millville, New Jersey 08332 and CITY OF VINELAND (“Municipality”), a municipal corporation of the State of New Jersey with offices located at 640 E. Wood Street, Vineland, NJ 08360 (together with CCIA, the “Parties”).

WHEREAS, the Parties have entered into that certain Shared Services Agreement (the “Agreement”) dated as of January 1, 2015, a complete, true, and correct copy of which is attached hereto as Exhibit A with regard to certain recycling and waste services provided by CCIA; and

WHEREAS, the Parties entered into an Amendment to Shared Services Agreement (the “Amendment”) dated March 25, 2015 and the Agreement and Amendment shall be collectively referred to as the “Agreement”; and

WHEREAS, the Parties desire to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. The definition of “Hazardous Materials” located in SECTION ONE of the Agreement shall be amended and restated as follows:

“**Hazardous Materials**” - For the purposes of this Agreement, the following will not be accepted for processing by the CCIA when the CCIA provides containers for collection, unless modified by an Amendment to the Agreement: asbestos, chemicals, biohazard and medical waste, explosives, paints and solvents, petroleum-based products, oils, and tires.

2. A SECTION SIXTEEN shall be added to the Agreement and shall read as follows:

**SECTION SIXTEEN: WASTE OIL AND ANTIFREEZE
RECYCLING**

16.1 The CCIA, when practicable, shall accept waste oil and antifreeze from Municipality. At its sole discretion, the CCIA may provide containers for waste oil and antifreeze collection at Municipality’s municipal building and/or at a Municipal public works facility. Should the CCIA provide this service, the CCIA shall be responsible for providing containers for collection of waste oil and

antifreeze and for the collection and processing of these materials.

16.2 Should the CCIA provide this service, Municipality shall be responsible for: maintaining any containers provided by CCIA for collection of waste oil and antifreeze and ensuring that containers are used strictly for recycling of waste oil and antifreeze, and no other hazardous materials or prohibited materials.

16.3 The CCIA shall provide this service at no cost to Municipality, however the CCIA shall provide this service at its sole discretion.

3. A SECTION SEVENTEEN shall be added to the Agreement and shall read as follows:

“SECTION SEVENTEEN: ELECTRONIC WASTE DISPOSAL”

17.1 The CCIA, at its sole discretion, may choose to provide collection services for electronic waste (“E-waste”) to Municipality. Should the CCIA elect to provide this service, the CCIA will provide notice of this service to the Municipality and will provide information as to the drop-off location for E-waste within the Municipality. Municipality understands that should CCIA decide to provide this service, the CCIA is not bound or obligated to continue providing this service and may cease service at any time.

17.2 Should the CCIA elect to provide this service, E-waste collected by the CCIA will be limited to Covered Electronic Devices as defined by New Jersey’s Electronic Waste Management Act, N.J.S.A. 13:1E-99.94 (the “Act). This includes desktop and personal computers, computer monitors, portable computers, or televisions sold to consumers, all as defined by the Act. The Act specifically excludes the following items from the definition of Covered Electronic Device and when this service is provided, the CCIA shall not collect: (1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by, or for, a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle; (2) an electronic device that is functionally or physically a part of a larger piece of equipment designed and intended for use in an industrial, commercial, or medical setting, including diagnostic, monitoring, or control equipment; (3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, or air purifier; or (4) a telephone of any type unless it contains a video display area

greater than four inches measured diagonally.

17.3 Should the CCIA provide this service, Municipality shall be responsible for maintaining any structures or containers provided by CCIA for collection of E-waste and ensuring only Covered Electronic Devices are deposited in CCIA's structure or container and no other hazardous materials or prohibited materials are deposited.

17.4 If the CCIA decides to provide this service, it shall be provided at no cost to Municipality. However, Municipality understands that the decision to provide this service is solely the CCIA's decision.

4. This Amendment shall take effect as of the date hereof.

5. Except as specifically set forth herein, there are no other modifications to the Shared Service Agreement and all terms and conditions thereof, as modified herein, are hereby ratified.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

CUMBERLAND COUNTY IMPROVEMENT
AUTHORITY

By: _____
Name:
Title:

CITY OF VINELAND

By: _____
Name:
Title:

EXHIBIT A

SHARED SERVICES AGREEMENT