

CITY OF VINELAND

RESOLUTION NO. 2018- 272

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE ATLANTIC COUNTY UTILITIES AUTHORITY FOR SOLID WASTE, BULKY WASTE AND RECYCLEABLES.

WHEREAS, the City of Vineland provides its residents with solid waste, bulky waste and recyclable collection and intends upon doing so in an efficient and environmentally responsible manner; and

WHEREAS, the Atlantic County Utilities Authority (Authority) operates a solid waste, recycling and bulky waste collection service which is well known for the protection of waters and lands from pollution by providing responsible waste management services and is an environmental leader in providing new technologies, innovations and employee ideas to provide the highest quality and most cost effective environmental services; and

WHEREAS, among other services provided, the Authority is an entity whose purpose includes providing assistance to municipalities in accordance with NJSA 40:37A-1, et seq. entitled the County Improvement Authority Law so as to improve the health, safety and welfare of the residents of the City of Vineland; and

WHEREAS, the Parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination than separately and the Parties are authorized, pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A.40A: 65-1, et seq., to enter into a shared services agreement with any other local unit to provide or receive any service that each local unit could perform on its own.

WHEREAS, the Parties intend upon entering into a Shared Services Agreement for solid waste, bulky waste and recycling collection services for a period of five years for a total cost of Thirteen Million, Four Hundred Thousand, Four Hundred Four (\$13,400,404.00) Dollars; and

WHEREAS, the Parties wish to outline their respective duties and obligations relative to the collection of solid waste, bulky waste and recyclables needed by the City to be supplied by the Authority by way of a Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are hereby authorized to enter into a Shared Services Agreement with the Atlantic County Utilities Authority for the provision of solid waste, bulky waste and recyclable collection services in the form and substance substantially similar as the Agreement attached hereto, subject to modifications as approved by the City Solicitor.

Adopted:

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President of Council

ATTEST:

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City Clerk

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**SHARED SERVICES AGREEMENT**

by and between the

**THE ATLANTIC COUNTY UTILITIES AUTHORITY**

**AND**

**THE CITY OF VINELAND**

**Dated: \_\_\_\_\_, 2018**

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Atlantic County Utilities Authority with offices located at P.O. Box 996, Pleasantville, New Jersey (ACUA), and the City of Vineland, a municipal corporation of the State of New Jersey with offices at 640 Wood Street, Vineland, New Jersey 08360 ("City").

### RECITALS

- A. The City and the ACUA agree that enhancing the quality of life of the residents through protection of waters and lands from pollution and by a reduced expenditure of tax dollars, while providing a greater level of governmental services can be achieved through a shared services agreement;
- B. The ACUA and City have recognized their value to each other by providing responsible waste management services.
- C. The City and the ACUA further recognize the value of interlocal cooperation as a way of reducing duplication and overlap of services;
- D. In enacting the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 *et seq.* (the "Act"), the New Jersey Legislature has encouraged any local unit of the State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction as a means to reduce local expenses funded by property taxpayers;
- E. The City and the ACUA as "local units" defined by the Act are empowered to enter into shared services agreements;
- F. The City wishes to utilize the expertise of the ACUA due to their use of new technologies, innovations and employee ideas in providing the highest quality and most cost effective waste management services to its residents as it would be cost effective to share such services;
- G. Through this Agreement, it is the intention of the parties to cooperate and collaborate with one another in order to share certain services and resources set forth herein to operate in a more cost effective manner thereby providing more expeditious and efficient services to the tax payers;
- H. Acting pursuant to the Act, the City and the ACUA desire to enter into this Shared

Services Agreement (the "Agreement") through which the City and the ACUA shall hereinafter share certain services and resources in order to decrease costs by the City and to provide revenue to the ACUA;

- I. The City and the ACUA shall consider the adoption of a Resolution authorizing the execution of this Agreement; and
- J. This Agreement shall take effect on \_\_\_\_\_ and continue for a period of five years ending on \_\_\_\_\_

**NOW, THEREFORE,** in consideration of the mutual promises, agreements and other considerations made by and between the parties, and pursuant to all applicable federal, state, and local laws, statutes, codes or ordinances, the City and the ACUA do hereby agree as follows:

WORK SPECIFICATIONS

DEFINITIONS:

1. GARBAGE shall be considered to be the meat and vegetable solids resulting from the handling, preparation, cooking and consumption of foods, and considered originate principally in kitchens.
2. TRASH shall be considered to mean all rubbish, ashes, broken crockery, old clothing, pipes, boards, and such similar waste material; including scraped-off wall paper, old floor covering, vegetative waste such as bagged grass, household redecorating or maintenance refuse, discarded household utensils, bulk items such as household furniture, small appliances, boards. Rubbish and trash shall be considered to include any article or refuse material discarded by a householder in the usual and ordinary course of living, whether same be metal or wood, provided, however, that same must be properly broken up and placed in containers or bundles for convenient handling by one person. Trash material for collection under this contract shall be deemed to include all vegetative waste, provided however, that they are properly contained in plastic bags, hampers or other suitable containers, manufactured lumber in length not

over five feet (5') and bundled and tied, not to exceed 45 pounds. The trash material for collection to be from residential properties only and placed by the residents at the curb or roadside, in suitable containers for convenient handling. Two 96 gallon wheeled carts with attached lids will be supplied to all residents of Vineland, who live in residences of 10 or less units within the complex. The carts will be different colors and one cart shall be used for trash and garbage, the other cart will be used for single stream recycling, it will have a different color lid.

3. GLASS shall be considered to mean blue and flat glass and glass commonly known as "window glass". (Clear, green, blue, and amber glass bottles and jars are considered recyclable glass and will be collected with other commingled recyclables).

4. RECYCLABLE MATERIALS included in this contract are as follows:

- A) OLD NEWS PRINT (ONP) - Shall be considered to mean all uncontaminated newspaper(s), catalogues, unwanted mail, magazines, telephone books, office paper.
- B) ALUMINUM CANS - Shall be considered to mean all beer and soda metal cans not to exceed one gallon in size.
- C) GLASS - Shall be considered clear, green, blue and amber glass. Rings and labels do not need to be removed.
- D) COMMINGLED RECYCLABLES - All materials designated GMFBC, including plastic beverage containers. Specifically, commingling includes glass, metal and plastic food and beverage containers mixed in one container and delivered in same fashion.
- E) GMFBC - Glass and metal food and beverage containers, including all plastic soda bottles.

- F) PLASTIC - All plastic containers with the symbol 1, 2, 4, 5, and 7 such as laundry detergent bottles, EXCLUDING motor oil or any petroleum products or other Hazardous Waste.
  - G) OFFICE PAPER - All high grade white bond paper, mixed office paper, i.e., computer paper, envelopes, legal paper.
  - H) BATTERIES - Lithium, cadmium, and rechargeable.
  - I) GABLE TOPPED CARTONS - Soup, milk, and juice cartons.
  - J) CARDBOARD - Cereal, cracker, & pasta boxes, cardboard beverage holders, detergent, shoe, & tissue boxes, and any corrugated cardboard boxes.
5. SOLID WASTE UTILITY AREA - This represents all of the residential areas in the City of Vineland, and all the residential areas and apartment houses of 10 units or less. Maps showing the Vineland Garbage - Trash areas are available in the Superintendent of Public Work's Office.
  6. Mobile Home Park- an area of land containing more than 10 mobile homes under the ownership of one owner.
  7. Apartment Complex - an area of land containing more than 10 units under the ownership of one owner.

## TECHNICAL BASE SPECIFICATIONS

### GENERAL

1. For purposes of this Shared Services Agreement, Authority shall mean the Atlantic County Utilities Authority. The Authority shall collect, remove and dispose of all garbage, trash, household waste, rubbish, vegetative waste, such as bagged grass, and other refuse material in the Solid Waste Utility Area within the boundaries of the City of Vineland in the manner herein set forth, and shall perform said work in strict compliance with the provisions of all the ordinances of the City of Vineland, now or hereinafter in force and subject to the approval of the governing body. The City shall be responsible for the payment of all landfill costs, disposal and related costs. All solid waste must be brought to the Cumberland County Improvement Authority.
2. The Authority shall furnish all proper and necessary trucks, paraphernalia, equipment and labor for the purpose of collecting and removing all garbage, trash, recyclable materials, and other refuse matter or material of the occupants of all residences and apartment houses with ten (10) or fewer individual apartments within the limits of the Solid Waste Utility Area, twice per week garbage and trash collection, it being understood and agree that said garbage, trash, recyclable materials, and other refuse matter or material shall be placed by occupants in suitable containers which will be one 96 gallon cart for trash and one 96 gallon cart for recycling along the curb in front of their respective residences or apartments. Collections are to be made on regular collection days, which may be designated by the City Council and regardless of legal holiday, except on New Year's Day, Thanksgiving Day, and Christmas Day. Collections are to be made regardless of weather conditions. The Authority agrees to assist the City Council or

its representative in the designation of collection areas within the district and the designation of collection days for such areas within the district.

3. The Authority agrees to make regular collections as may be required by the Director of Solid Waste Management or his designated representative, on any day, time, and in the manner set forth in any rules and regulations which the Director of Solid Waste Management, or his designated representative, may make. In the event that the Authority shall fail to collect all garbage, trash, recyclable materials, vegetative waste, such as bagged grass, bulky waste and other matter within the Collection district, the Authority will pick up missed material by 6:00 PM of the day it is called in if called in by 1:00 PM. If called in after 1:00 pm and they cannot get it by 6:00 PM of the same day then they must pick up missed material first thing the next morning. If the Authority does not pick up material after it is called in they shall be subject to a penalty by deduction from his contract the sum of five hundred dollars (\$500) per dwelling or apartment. Each violation of the contract will be considered separate infraction and each day's occurrence will be considered a separate infraction. All trash collection and/or recyclable activities must not begin before 6:00 a.m. and cease by 6:00 PM each and everyday.
4. Garbage, trash and other refuse matter that is collected must be delivered to the Cumberland County Improvement Authority on the day of collection. Trucks shall follow the same route which shall not be changed so that service to residents will be reasonably uniform in time and pattern. Collection routes shall be established by the Authority subject to the approval of the Director of Solid Waste.
5. Authority shall furnish and use for the collection of garbage, trash and other refuse matter or material closed compactor type trucks of adequate



capacity. The recyclable materials shall be picked up in an appropriate manner. The Authority shall have available its own trucks.

All trucks used for the Vineland Solid Waste Utility Area shall be identified by a number and DEP sticker.

This number and sticker shall be recorded with the landfill and the City of Vineland.

This truck list will be the only trucks which the City will be responsible to pay for disposal. If a truck is substituted, the Authority must notify the Assistant Director of Solid Waste, and the landfill in order to receive payment from the City. The Authority is obligated to use the designated truck list for only Vineland trash pick up. No other trash and garbage from any other sources shall be permitted in these trucks. If any other source of trash from other than the designated City of Vineland garbage and trash areas is found in any of the Authority's designated trucks for the City of Vineland Garbage and Trash Utility, a \$1,000 fine and all tipping fees at the CCIA for that day of the incident of all the designated Authority trucks for the Vineland area will be paid by the Authority at the City's discretion for the first offense.

For a second (2<sup>nd</sup>) offense the Authority will be terminated from the contract and all tipping fees at the CCIA for that day of the incident of all the designated Authority trucks for the Vineland area will be paid by the Authority at the City's discretion.

6. The Authority shall agree to have adequate personnel on each truck to guarantee safe, prompt and efficient collection service. Collections are to be made with as little disturbance as possible without unnecessary noise, and the collection workers are to use courtesy and proper conduct in their relationship with residents and the general public. Every receptacle shall

be entirely emptied and carefully returned to the location from which it was taken, in original upright position, with lids replaced. Throwing receptacles to the ground from the top of any vehicle is prohibited, and a fine of one hundred dollars (\$100) will be levied for each offense. Any receptacle broken in violation of this section shall be replaced at once at the expense of the Authority and failure to abide with this regulation will permit the City to purchase same for the property owner and deduct said cost from moneys due the Authority.

7. The Authority shall file with the City of Vineland Purchasing Department a certificate of insurance certifying that it is insured by a good and solvent insurance company licensed to do business in the State of New Jersey in the sum of one million dollars (\$1,000,000.000) to satisfy any and all claims for damages by reason of bodily injuries to, or death of, any and all persons and property on account of any accident by reason of the ownership, operations, maintenance or use of all vehicles used in the service of collecting garbage, trash, ashes, rubbish and other refuse matter or material in the City of Vineland.
8. The Council of the City of Vineland reserves the right to make such other reasonable regulations as they may be required concerning the collection of garbage, trash, ashes, rubbish, recyclables, and other refuse matter or material during the contract period, such regulations not to place any unreasonable burden upon the Authority, but only such as may be necessary to protect the health and public interest.
9. There shall at all times be adequate supervision by the Authority for the collection of garbage and trash to insure collection in the manner and times herein provided. The Authority shall be available directly at an office provided between the hours of 7:00 a.m. and 5:00 p.m. on days of collection.

10. In the event the Authority shall fail to furnish and operate the required equipment and personnel in the manner as required herein so that the public shall fail to receive regular and proper garbage and trash collection, the City of Vineland may on three (3) days' notice to the Authority and surety by registered mail, abrogate and cancel this contract by Resolution declaring that the public health and welfare is impaired by the service of the Authority. In such instances, Authority shall be liable for any increase in cost or expense incurred by the City as a result thereof in the arranging for the collection of garbage and trash for the balance of the term thereof.
11. Any complaint registered by the Assistant Director of Solid Waste, of Public Works or his/her designee, shall be satisfactorily corrected the same day, if such complaint is made prior to 1:00 p.m. If made after 1:00 p.m., complaint shall be corrected within 24 hours. It will be the responsibility of the Assistant Director of Solid Waste Management, Dept. of Public Works or his/her designee to maintain an official log of all complaints received and the disposal of said complaints
12. Authority shall, and is hereby directed to, inspect the entire area of the City of Vineland specifically covered under the Solid Waste Utility Area in order to judge for themselves all matters and/or circumstances affecting the cost and nature of the collection work involved, and shall assume any and all risks in connection therewith.
13. Authority must be informed "Due to existing physical limitations in certain older areas (such as Malaga Camp) where street widths may not accommodate all sizes of waste vehicles, the Authority is allowed the discretion to make the necessary adjustments to his trash collection method to still adhere to all collection schedules set forth within these specifications and provide for the safe and prompt trash collection service" of said collection work.

Failure to do so will not relieve the successful Authority of his obligation to furnish and perform the collection work and necessary services to carry out the provisions of the contract and to perform the contemplated work set forth in these specifications.

14. Items such as mattresses, furniture, and 4' lengths of rolled and tied carpet of 65 lbs. or less are considered bulk items. Only one (1) bulky item per trash day will be picked up in addition to two (2) non-commercial tires without rims. Only four (4) lengths of rolled and tied carpet will be picked up on each trash day of a resident. If these items are not picked up within twenty-four (24) hours of notification, there will be a fine of one hundred dollars (\$100) per dwelling unit.

15. **Mandatory Declined Collection Log** - The Authority is required to maintain a declined pickup log for both garbage and trash and recyclables. This log shall be available and provided to the Assistant Dir. of Solid Waste, Dept. of Public Works or her designee on a daily basis, no later than the day after each scheduled day.

## COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS

1. The City of Vineland has decided to go single stream recycling with the collection and disposal of its recyclable materials. The City will allow residents to put its comingled recyclables, paper, and cardboard in the 96 gallon recyclable cart, which will be supplied by The City, which each residential household should have. Traditionally comingled materials were put in the red, round 20, 25, or 32 gallon plastic containers and paper was put in the red rectangular 16 gallon plastic container. The City is now recycling cardboard curbside. This new material should be folded and put in the 96 gallon recyclable cart. Residents can put comingled recyclables with paper and cardboard all together now that The City of Vineland is a single stream recycler. Below is a description of recyclable paper/cardboard and recyclable comeingle materials.

A.) Recyclable paper/cardboard: Old newsprint (onp), mixed paper, magazines, telephone book, office paper, catalogues, and junk mail. Cardboard food containers such as cereal boxes, cracker boxes, pasta boxes, and cardboard beverage holders. Also, detergent boxes, shoe boxes, tissue boxes, and any corrugated cardboard boxes.

B.) Comingled recyclables: Glass, metal, food and beverage containers (GMFBC), also including plastics from codes 1 to 7 except 3 and 6. Also empty non-hazardous aerosol cans, any gable topped shaped beverage and food cartons.

2. The Authority will be required to pick up all recyclables in the 96 gallon cart. This recyclable material may be picked up and mixed in the same truck. These recyclables will be brought to the CCIA and the tonnage

slips will be recorded and turned into the Public Works Office at the end of each month.

3. No bagged recyclables will be accepted at the curb.
4. All residents in Vineland shall be given a 96 gallon recycling cart container; for the purpose of storing the (GMFBC) commingled materials and also paper/cardboard. These containers will be used only for recyclables and not for the disposal of trash or garbage. The Authority is directed to use special care in handling these recycling carts and put them back on the residents' property when empty in same position as they were put out.
5. The Authority agrees to pick up designated recyclables once every week, including holiday weeks. On the weeks of scheduled holidays and once a week pick up, these recyclable items will be picked up on the residents' next scheduled trash day after the holiday.

COLLECTION AND SEPARATION OF RECYCLABLE MATERIALS

1. The Authority shall be responsible for once weekly pick up of all recyclable materials, including holiday weeks. When collected, said material shall be immediately removed and delivered to the proper material recyclable facility (MRF) for proper and ultimate disposal. No material shall be put upon the lands or in any stream within the City of Vineland, except as aforesaid.
2. The homeowner shall place recyclables in the 96 gallon recycling cart. The Authority shall provide for separate collection of the recyclable materials. Said collection shall occur on the same collection day as trash collection. (See attached maps and explanation)
3. The Authority shall maintain accurate records of recyclable materials by tonnage (weight slips), and shall deliver said records to the Superintendent of Public Work's office on a monthly basis by the fifteenth (15<sup>th</sup>) of the following month.
4. Recyclables once picked up cannot be stored temporarily on any City property or right-of-way without previous written approval from the Director of Solid Waste.

UNFORESEEN CIRCUMSTANCES

The City of Vineland cannot allow within these specifications any provisions for contractual changes or legislative decisions that in the future may affect the method or manner for residential trash and recycling collections within the State of New Jersey. As such both the Authority and the City of Vineland will make every effort to carry out the terms of this contract within the provisions set forth by the existing Shared Service Agreement in effect. In addition, this contract makes no allowances for changes in labor and wage rates, fuel and energy adjustments, and other factors outside the framework and duration of this contract not specified elsewhere within this contract.

A. Increases and Decreases to the Shared Service Agreement with ACUA for Trash and Recycling Pickup:

For the first year of the shared service agreement with ACUA, a residential unit will pay approximately \$151.04 for trash, bulky waste and recycling collection for the year. After quarterly inspections with The City's License & Inspections Department, a sum of all residential units with a new C.O. (certificate of occupancy) will be totaled. From that total, the number of residential units demolished and residential units no longer receiving trash and recycling collection services will be subtracted from the C.O. total. Once this figure goes over 50 to the plus side, ACUA will be reimbursed for the first year at \$151.04 per additional residential unit. This amount for trash and recycling collection will increase for each residential unit as the five (5) year contract progresses. The total sum at the end of the year will be paid to either party depending whether it is a plus or minus and over 50 units.



### Length of Contract

This contract is a five (5) year shared service agreement with ACUA. Trash and recycling shall be collected in 96 gallon carts with trash being collected twice a week and single stream recycling collected once a week. Also included in the contract is a bulky waste pick up, which shall mean one (1) bulky waste item and two (2) non-commercial tires without rims will be collected each trash collection day. Carpet, cut into 4' lengths, rolled and tied, will be accepted as bulk. The first year will cost \$2,575,000, the second year \$2,626,500, the third year \$2,679,030, the fourth year \$2,732,611 and the fifth year \$2,787,263. The total of the five (5) year contract has a cost of \$13,400,404.

SOLID WASTE DISPOSAL

A. All solid waste collected within the City of Vineland shall be disposed of in accordance with the Cumberland County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at The Cumberland County Solid Waste Complex, 169 Jesses Bridge Road, Deerfield Township, Millville, NJ, 08332.

B. The City of Vineland reserves the right to designate another disposal facility [or, if applicable, disposal facilities] in accordance with the Cumberland County Solid Waste Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility is unable to accept waste.

VEHICLES AND EQUIPMENT

All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

A. All collection trucks shall be compacting types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Authority may employ equipment other than compacting type vehicles on streets whose width precludes the use of such vehicles. Vehicles designated for the Vineland area should have large identification reported to the City and the CCIA.

B. 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. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Authority shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract.. All vehicles shall be equipped with a broom and shovel.

C. The Contract Administrator may order any of the Authority's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Authority shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

NAME ON VEHICLES

The name, address and service phone number of the Authority shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

TELEPHONE FACILITIES AND EQUIPMENT

A. The Authority must provide and maintain an office within reasonable proximity of the City of Vineland with sufficient telephone lines to receive complaints or inquiries. The Authority shall ensure that phone service is activated prior to the commencement of service and must have a local area code or an 800 number accessible for complaints and questions. The Authority shall provide for one (1) cell phone to its Route Supervisor so the Public Works office can get a hold of him and relay any problems which may occur on the route.

B. Telephone service shall be maintained on all collection days, between the hours of 7:00 a.m. and 5:00 p.m.

FAILURE TO COLLECT A. The Authority shall report to the Director of Solid Waste, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, those cases where collection is scheduled on a one collection per week basis that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

#### **COMPLAINTS**

A. The Authority shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Director of Solid Waste or his designee within twenty-four (24) hours of the receipt of same. The Authority shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The complaint log shall be available for inspection by the City of Vineland.

B. The Authority shall submit a copy of all complaints received and the action taken to the City of Vineland. All transactions shall be in writing.

#### **SOLICITATION OF GRATUITIES**

The Authority shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Authority shall be subject to the Liquidated Damage clause herein contained for breach hereof.

#### **INVOICE AND PAYMENT PROCEDURE**

The Authority shall be paid on a monthly basis.

#### **COMPETENCE OF EMPLOYEES**

The Authority's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the City of Vineland shall notify the Authority and specify how the employee is incompetent or disorderly and the Authority shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

#### **SUPERVISION OF EMPLOYEES**

The Authority shall employ a Route Supervisor or Foreman who shall have full authority to act for the Authority. The Authority shall notify the Director

of Solid Waste or his designee, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Authority shall promptly notify the Director of Solid Waste or his designee, in writing, of any changes.

#### INSURANCE REQUIREMENTS

The Authority shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.19. The insurance policy shall name the City of Vineland as an Additional Named insured indemnifying the City of Vineland with respect to the Authority's actions pursuant to the Contract.

#### INDEMNIFICATION

The Authority shall indemnify and hold harmless the City of Vineland from and against all claims, damages, losses, and expenses including all reasonable

ATTACHMENT #1

Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the Authority agrees as follows:

The Authority will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Authority will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Authority will, in all solicitations or advertisements for employees placed by or on behalf of the Authority, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Authority will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Authority's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Authority agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Authority agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Authority agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Authority agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Authority agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Authority shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).





Friday Pick Up

Housing: 3,226      8                      1

3,235

Garbage

Units: 3,226      16                      4

3,246

Total Housing Units: 15,883

Total Garbage Units: 17,049

TONNAGE REPORT 2017:

Solid Waste:

Type 10[ 21,500 ]

Type 13[ N/A ]

Type 23,25, & 27[ N/A ]

Total[ 21,500 ]

Recyclable Materials:

Single Stream Recycling: 4,011 Tons

List of approx. tonnage for previous years:

	<u>2016</u>		<u>2013</u>	<u>2014</u>	<u>2015</u>
		<u>2017</u>			
Solid Waste	22,795	21,768	21,871		21,533
21,500					
Single Stream		3,692	3,807		3,955
4,011					
Comingled	2,105				
ONP/OCC/Ppr	959				

**The following are the new boundaries for the trash and recycling contract for 2019 – 2023.**

**District #1** Recycling will be picked up as well as the trash on Monday and the trash will also be picked up on Thursday along with District #4. The boundaries are from W. Landis Avenue North to the City line and every resident West of N.W. Boulevard to the City line. This section is orange in color on the attached map.

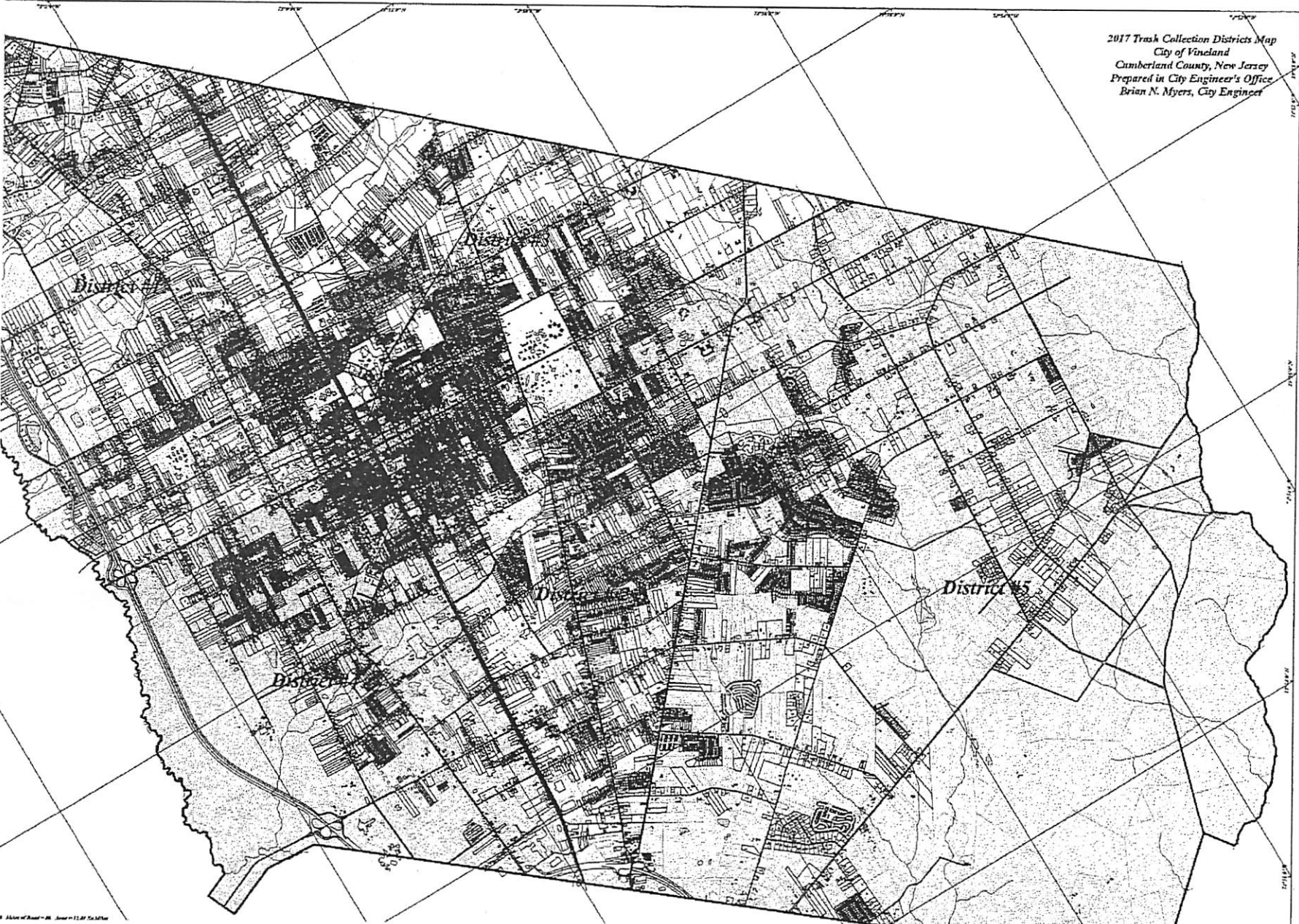
**District #2** will have trash picked up on Tuesday and Friday and recycling will be picked up on Tuesday. The residents picked up in this section are from E. Landis Avenue South to the West side of S. Lincoln Avenue. The other boundaries are from the West side of S. Spring Road to S.E. Boulevard and the East side of S. East Avenue, until you reach Amanda Court, after that it is both sides of S. East Avenue. This section is green in color on the attached map.

**District #3** will have trash picked up on Wednesday and Saturday and recycling pickup on Wednesday. The residents picked up in this section are from N.E. Boulevard East to the City line and from the North side of E. Landis Avenue North to the City line. This section is yellow in color on the attached map.

**District #4** will have trash picked up on Monday and Thursday and recycling picked up on Thursday. The residents picked up in this section are from S.W. Boulevard West to the City line and from the South side of W. Landis Avenue going South to the City line. Also included in this section is a small block between the borders of S.E. Boulevard East to the West side of S. East Avenue and from the South side of E. Landis Avenue going South to Amanda Court. This section is purple in color on the attached map.

**District #5** will have their trash picked up on Tuesday and Friday and recycling picked up on Friday. The residents in this section are from South side of E. Landis Avenue going South to the City line and from the East side of S. Spring Road and S. Lincoln Avenue going East to the City line. This section is blue in color on the attached map.

2017 Trash Collection Districts Map  
City of Vineland  
Cumberland County, New Jersey  
Prepared in City Engineer's Office  
Brian N. Myers, City Engineer



**15. COMPLIANCE WITH LAWS AND REGULATIONS.**

The City and the ACUA agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its supplying of the resources and/or the performance of the services described in this Agreement.

**16. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Agreement should be breached by any party and thereafter such breach shall be waived by the other party, as appropriate, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**ATTEST:**

**ATLANTIC COUNTY UTILITIES AUTHORIT**

\_\_\_\_\_  
**RICHARD S. DOVEY, CHAIRMAN**

**ATTEST:**

**THE CITY OF VINELAND**

\_\_\_\_\_  
**ANTHONY R. FANUCCI  
MAYOR, CITY OF VINELAND**