

CITY OF VINELAND

ORDINANCE NO. 2018-50

ORDINANCE AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CITY OF VINELAND AND THE ATLANTIC COUNTY UTILITIES AUTHORITY FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF VINELAND IN ACCORDANCE WITH N.J.S.A. 40:14B-49.

WHEREAS, the Mayor and City Council of the City of Vineland have been provided with a proposal from the Atlantic County Utilities Authority with offices located at P.O. Box 996, Pleasantville, New Jersey (ACUA) for the collection of solid waste and recyclable materials (Waste) within the City of Vineland; and

WHEREAS, the ACUA has presented to City Council at a public meeting its reasons for the City to favorably consider entering into a Shared Services Agreement with the ACUA for the collection of Waste generated in the City ; and

WHEREAS, the ACUA has shown a record of providing new technologies, innovations and employee ideas in providing the highest quality and most cost effective waste management services to City residents; and

WHEREAS, the ACUA has proposed to acquire new collection vehicles operated by Compressed Natural Gas (CNG) as opposed to gasoline and/or diesel fuel which is better for the environment and which shall be specifically assigned to the City of Vineland collection routes; and

WHEREAS, the Director of Public Works has researched further the cost, efficiency and collection practices of the ACUA in other municipalities and has found the ACUA to be exceptionally clean, cost effective and provides excellent customer service and has recommended the City Council consider entering into a Shared Services Agreement with the ACUA; and

WHEREAS, N.J.S.A. 40:14B-49 authorizes municipalities by Ordinance and utilities authorities by Resolution to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of solid waste system of municipal utilities authority.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement with the Atlantic County Utilities Authority for the collection and disposal of solid waste and recyclable materials generated in the city of Vineland in the form and substance as attached hereto and made a part hereof.

This Ordinance shall take effect upon adoption and publication according to law.

Passed first reading:

Passed final reading:

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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. N.J.S.A. 40:14B-49, et seq. empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities;
- E. 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;
- F. 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;
- G. 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;
- H. The City by way of Ordinance and the ACUA by way of Resolution shall/have considered authorizing the execution of this Agreement; and
- I. This Agreement shall take effect on January 1, 2019 and continue for a period of five years ending on December 31, 2023, unless cancelled in accordance with the terms of this Agreement.
- J. The Agreement shall provide for an additional two- 1 year renewal periods.

**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, 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 by the City 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 single stream 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. Shredded paper is not permitted.
  - **H) GABLE TOPPED CARTONS** - Soup, milk, and juice cartons.
  - **I) CARDBOARD** - Cereal, cracker, & pasta boxes, cardboard beverage holders, detergent, shoe, & tissue boxes, and any corrugated cardboard boxes. All

cardboard should be flattened, however, failure to flatten the cardboard shall not be cause to refuse collection so long as the cardboard is contained within the totes.

- J) Single stream Recyclables shall be defined as "Recyclable Materials" listed herein placed in one 96 gallon tote colored differently from solid waste tote.

**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.

**8. Contract Administrator**- the Director of Public Works and/or the Assistant Director of Solid Waste.

## **TECHNICAL SPECIFICATIONS**

### **GENERAL**

1. The ACUA 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 ACUA 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 pickup, it being understood and agree that said garbage, trash, recyclable materials, and other refuse matter or material shall be placed by occupants in 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 at the option of the ACUA on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Collections are to be made regardless of weather conditions. The ACUA 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 and the designation of collection days for such areas.
3. The ACUA 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 ACUA shall fail to collect all garbage, trash, recyclable materials, vegetative waste, such as bagged grass, permitted bulky items and other matter within the Collection District, the ACUA shall 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 ACUA cannot collect the materials by 6:00 PM of the same day then ACUA must pick up missed material by the end of the next work day. If the ACUA does not pick up material after it is called in ACUA shall be subject to a penalty by deduction from this contract the sum of one hundred dollars (\$100) per dwelling or apartment unit. Each violation of the contract shall be considered separate infraction and each day's occurrence shall 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 p.m. each and every day.
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 ACUA subject to the approval of the Director of Solid Waste.
5. ACUA shall furnish and use for the collection of garbage, trash and other refuse matter or material closed compactor type trucks of adequate capacity as provided in proposal submitted to City Council attached hereto and made a part hereof and as specified in Paragraph "**VEHICLES AND EQUIPMENT**". Designated Vehicles, as defined therein shall be assigned to the City of Vineland and used solely for collection in the City of Vineland except if operational situations arise. All vehicles shall be kept at the Cumberland County Improvement Authority (CCIA) facility when not in operation. The recyclable materials shall be picked up in an appropriate manner. The ACUA shall have available its own trucks. 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 ACUA'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 ACUAs trucks for the Vineland area will be paid by the ACUA at the City's discretion for the first offense. For a second (2<sup>nd</sup>) offense the ACUA will be terminated from the contract and all tipping fees at the CCIA for that day of the incident of all the designated ACUAs' trucks for the Vineland area will be paid by the ACUA at the City's discretion.

6. The ACUA 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 courteous 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. Throwing receptacles to the ground from the top of any vehicle is prohibited. A fine of one hundred dollars (\$100) will be levied for each offense and deducted from billing. Any receptacle broken by the mishandling of the ACUA shall be replaced at once at the expense of the ACUA and failure to abide with this regulation shall permit the City to purchase same for the property owner and deduct said cost from moneys due the ACUA.
7. The ACUA 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 ACUA, 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 ACUA for the collection of garbage and trash to insure collection in the manner and times herein provided. A supervisor shall be available via phone while collections are being performed and the ACUA shall have a supervisor in the City within thirty minutes of a call from the Director or his representative at all collection times. The ACUA 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, after written notice, the ACUA 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 thirty (30) day notice to the ACUA by registered mail, abrogate and cancel this contract by Resolution declaring that the public health and welfare is impaired by the failure to provide the service of the ACUA. In such instances, ACUA 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, Director of Public Works or his/her designee, shall be satisfactorily addressed 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 by the end of the next work day. 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. ACUA shall, and are 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. ACUAs must be informed "Due to existing physical limitations in certain older areas where street widths may not accommodate all sizes of waste vehicles, the ACUA is allowed the discretion to make the necessary adjustments to its trash collection method. Notwithstanding any adjustments, ACUA shall adhere to all collection schedules set forth herein and provide for the safe and prompt trash collection service" of said collection work.
14. Items such as mattresses, furniture, 4' lengths of rolled and tied carpet of 65 lbs. or less, and bagged cut grass of 45 lbs. or less are considered bulk items. Only one (1) bulky item per trash day will be picked up. Four (4) lengths of rolled and tied carpet shall be considered (1) bulky item and four (4) bags of cut grass shall be considered (1) bulky item to be picked up 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 Pick-up Log** - The ACUA is required to maintain a declined pickup log for both garbage/trash and recyclables. This log shall be available and provided to the Assistant Director of Solid Waste, Dept. of Public Works or his/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. Residents shall put comingled recyclables, paper, and cardboard in the 96 gallon cart, which will be supplied by the City, which each residential household should have. Residents can put comingled recyclables with paper and cardboard all together in the recyclable cart. Below is a description of recyclable paper/cardboard and recyclable comingle materials.

A.) Recyclable paper/cardboard: Old newsprint (only), 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, detergent boxes, shoe boxes, tissue boxes, and any corrugated cardboard boxes.

B.) Commingled 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 ACUA will be required to pick up all recyclables in the 96 gallon cart. Recyclable material may be picked up and mixed in the same truck. Recyclables are to be brought to the CCIA.

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) comingled materials and also paper/cardboard. These containers will be used only for recyclables and not for the disposal of trash or garbage. The ACUA 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 ACUA agrees to pick up designated recyclables once every week, including holiday weeks. When regular recyclable collection falls on a scheduled holiday 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 FOR ACUA'S POSSESSION**

1. The ACUA 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 placed anywhere except the MRF.
2. The homeowner shall place recyclables in the 96 gallon recycling cart. The ACUA 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)  
Tonnage and weight slips for recyclable materials shall be provided to the City by the CCIA
3. Recyclables once picked up cannot be stored 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 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 ACUA 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 the State of New Jersey. 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 resident will pay approximately \$252.00 for trash and recycling pickup for the year. After quarterly inspections with the City's License & Inspections Department, a sum of all residential dwelling with a new C.O. (certificate of occupancy) will be totaled. From that total, all demolition of houses or discontinuation of trash and recycling services to a residential dwelling will be subtracted from the C.O. total. Should there be a net increase of 50 residential dwellings, ACUA will be paid an additional sum of \$252.00 per net increase of residential dwellings over 50 units for the first year. Should there be a net decrease of 50 residential dwellings, the City shall be reimbursed the sum of \$252 per net decrease of residential dwellings under 50 units for the first year. The amount for trash and recycling pick up paid per resident will increase for each resident 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 an increase or decrease.

**Length of Contract**

This contract is a five (5) year Shared Service Agreement with ACUA. The contract shall have two-(1) year option renewal periods under the same terms and conditions, excepting cost which may be negotiated between the Parties. The ACUA shall pick up trash and recycling in 96 gallon carts provided by the City with trash being picked up twice a week and single stream recycling being picked up once a week. This is subject to the City options specified herein Also included in the contract is a bulky waste pick up, which means one (1) bulky waste item will be collected each trash collection day.

**OPTION 1:** The first year cost shall be \$2,558,688, the second year cost shall be \$2,609,862, the third year cost shall be \$2,662,059, the fourth year cost shall be \$2,715,300, and the fifth year cost shall be \$2,769,606. The total cost of the five (5) year contract is \$13,315,515.00. OPTION 1 is for twice per week trash and once per week recycling pick up.

**OPTION 2:** The first year cost shall be \$2,338,256, the second year cost shall be \$2,385,320, the third year cost shall be \$2,433,324, the fourth year cost shall be \$2,482,289, and the fifth year cost shall be \$2,532,233. The total cost of the five (5) year contract is \$12,171,422. OPTION 2 is for twice per week trash and biweekly recycling pick up.

**OPTION 3:** The first year cost shall be \$1,872,138, the second year cost shall be \$1,909,581, the third year cost shall be \$1,947,772, the fourth year cost shall be \$1,986,728, and the fifth year cost shall be \$2,026,462. The total cost of the five (5) year contract is \$9,742,681. OPTION 3 is for once

per week trash and biweekly recycling pick up.

The City may, in its sole discretion, change its Option to collect trash and recycling among the three Options specified herein above upon 90 days' notice in writing to the ACUA and the cost shall be adjusted upon the commencement date of the new Option period which shall commence immediately upon the expiration of the 90 day notice period.

**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. In this event, the ACUA reserves the right to revise collection costs based on additional costs incurred by the ACUA

**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 rear-loading with automatic cart tippers, compacting types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the ACUA may employ equipment other than compacting type vehicles on streets whose width precludes the use of such vehicles. The Parties agree that the ACUA shall purchase 11 new CNG Collection Vehicles and 2 Ford F-150 Supervisor Vehicles which shall be assigned solely for the collection within the City of Vineland and shall not be used for the service of any other generator, customer of the ACUA, contract or agreement (Designated Vehicles) except in extraordinary circumstances caused by vehicle failure or weather emergencies where a Designated Vehicle is not in use and is needed due to the extraordinary circumstance. Said Designated Vehicle shall be returned to the City fleet as soon as reasonably practical. At no time shall a Designated Vehicle be assigned outside of the City on a permanent basis unless replaced with a new vehicle. All Designated Vehicles specified herein shall be garaged and kept at the CCIA facility located at the Cumberland County Solid Waste Complex, 169 Jesse Bridge Road, Rosenhayn, New Jersey when not in use. Should any of the Designated Vehicles be unable to operate for the Vineland area, the ACUA shall immediately report the truck identification and reason for its inability to operate to the City Assistant Director of Solid Waste and the CCIA by email or fax. The Designated Vehicle shall be repaired in a reasonably expeditious time. A replacement vehicle shall be assigned in its place which shall be of a similar year, size and condition. Notification as herein specified is required for payment by the City. Use of an unauthorized vehicle shall be cause for the City to deduct from any payment due the amount for collection for that day in which the unauthorized vehicle was used and the ACUA shall be responsible for any fees charged by the CCIA for said unauthorized vehicle. All Designated Vehicles 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 Cumberland County Improvement Authority landfill and the City of Vineland. The Designated Vehicles shall be kept on a list with the City and CCIA and shall be the only trucks which the City will be responsible to pay for disposal. In the event one or more of the Designated Vehicles assigned to the City of Vineland is/are inoperable, and substituted as herein specified be substituted by a truck of

similar size age and condition with the approval of the Assistant Director of Solid Waste, and the CCIA landfill in order to receive payment from the City. The ACUA is obligated to use the designated truck list only for Vineland trash pickup.

- 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 ACUA 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 ACUA'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 ACUA 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 ACUA 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 ACUA must provide and maintain an office with sufficient telephone lines to receive complaints or inquiries. The ACUA shall ensure that phone service is activated prior to the commencement of service and must have a local area code (856 or 609) is acceptable. The ACUA shall provide for one (1) cell phone to its Route Supervisor so the Public Works office may contact him and relay any problems which may occur on the route.
- B. Telephone service shall be maintained on all collection days during collection and between the hours of 8:00 a.m. and 4:00 p.m.

**FAILURE TO COLLECT**

- A. The ACUA 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 which prohibits collection, those cases where collection is scheduled on a one collection per week basis, that collection shall occur on the next day following the severe weather condition when roads are passable, but in no event later than the next scheduled collection day. The ability to operate the Designated Vehicles shall be made by the City in their reasonable determination.

**COMPLAINTS**

- A. The ACUA 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 ACUA 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 ACUA 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 ACUA 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 or for services outside of the terms of this contract.

**INVOICE AND PAYMENT PROCEDURE**

The ACUA shall forward statements to the City on or before the second week of each month for collections made the preceding month, and the City shall pay all invoices received within 60 days of presentation of the appropriate vouchers or other documents necessary to process payment. All bills not paid within 60 days of presentation shall bear interest at the rate of 1.5% per month (18 percent per annum) until paid in full.

**COMPETENCE OF EMPLOYEES**

The ACUA'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 ACUA and specify how the employee is incompetent or disorderly and the ACUA 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 ACUA shall employ a Route Supervisor or Foreman. The ACUA shall notify the Director of Solid Waste or his designee, in writing, that a supervisor has been appointed and the name and contact information for the same. Such notification shall be given prior to beginning performance of the contract. The ACUA shall promptly notify the Director of Solid Waste or his/her designee, in writing, of any changes.

**INSURANCE REQUIREMENTS**

The ACUA 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 ACUA's actions pursuant to the Contract.

**INDEMNIFICATION/HOLD HARMLESS**

The ACUA shall indemnify and hold harmless the City of Vineland, its agents and employees, from and against all claims, damages, losses, and expenses including all reasonable attorney fees directly or indirectly related to the services provided by ACUA including claims for bodily injury, illness, death or property damage caused in whole or in part by the ACUA's or its employees negligent acts or omissions.

**RIGHT TO CANCELLATION OF CONTRACT**

Either Party may cancel this Contract without cause provided notice is given in writing to the addresses specified herein not less than 180 days prior thereto.

**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 ACUA agrees as follows:

The ACUA or sub-contractor of the ACUA, where applicable, 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 ACUA 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 ACUA 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 ACUA or sub-contractor of the ACUA, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the ACUA, 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 ACUA or sub-contractor of the ACUA, where applicable, 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 ACUA's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The ACUA or sub-contractor of the ACUA, where applicable, 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 ACUA or sub-contractor of the ACUA 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 ACUA or sub-contractor of the ACUA 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 ACUA or sub-contractor of the ACUA 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 ACUA or sub-contractor of the ACUA 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 ACUA and its sub-contractors of the ACUA 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).





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

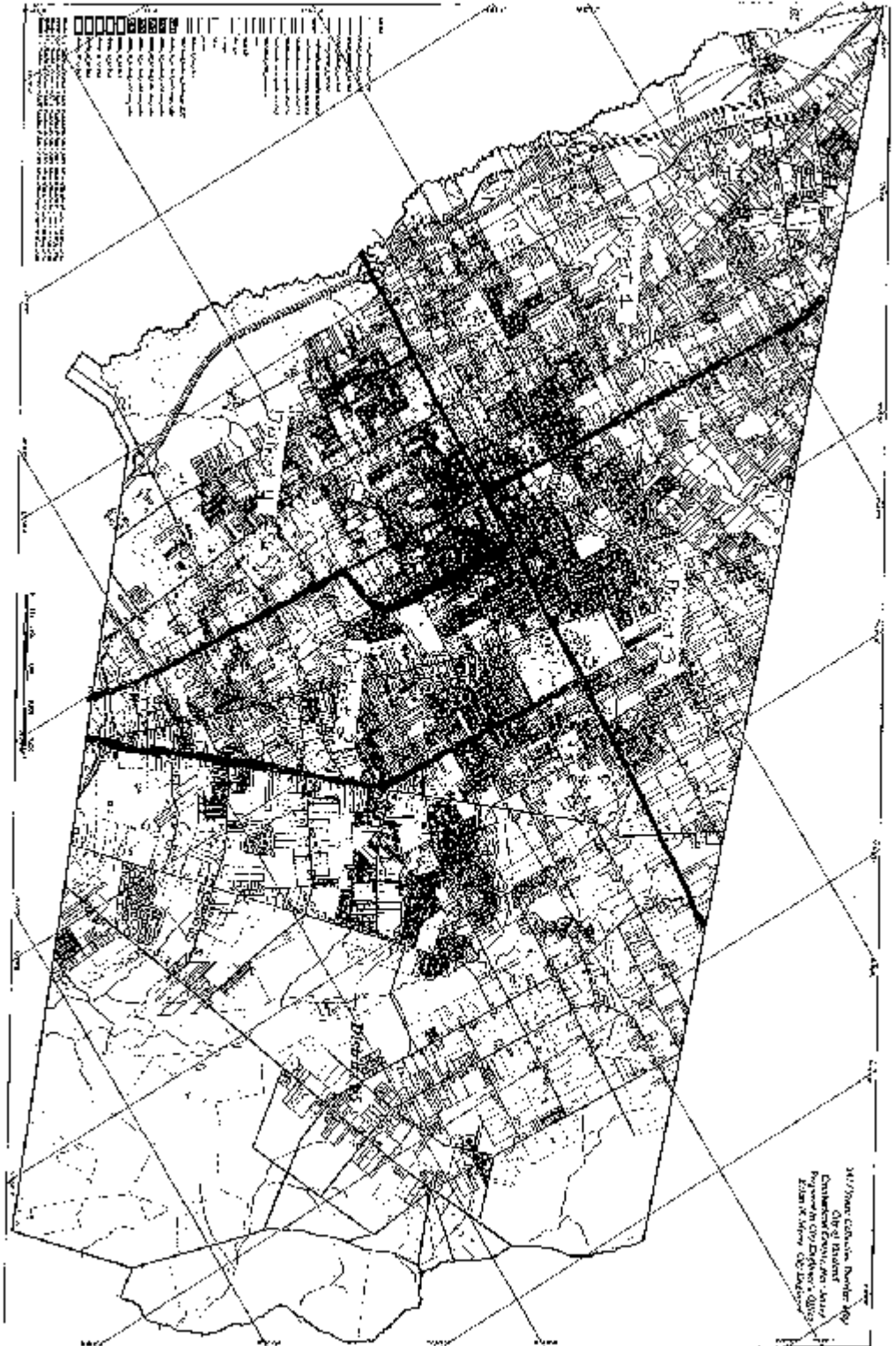
**District #1** will remain the same as the old contract. Recycling will be picked up as well as the trash on Monday and the trash will also be picked up on Thursday along with District #4. The boundaries are from W. Landis Avenue North to the City line and every resident West of N.W. Boulevard to the 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.



**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 AUTHORITY**

\_\_\_\_\_

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

**ATTEST:**

**THE CITY OF VINELAND**

\_\_\_\_\_

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