

RESOLUTION 2021-210

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MAGNOLIA APPROVING A SHARED SERVICES AGREEMENT BETWEEN THE
BOROUGH OF HI-NELLA AND THE BOROUGH OF MAGNOLIA FOR THE PICKUP
AND DISPOSAL OF RESIDENTIAL SOLID WASTE AND RECYCLABLES**

WHEREAS, the Shared Services Act, N.J.S.A. 40A:65-1 et seq., authorizes local units to enter into joint agreements for the provision of governmental services; and

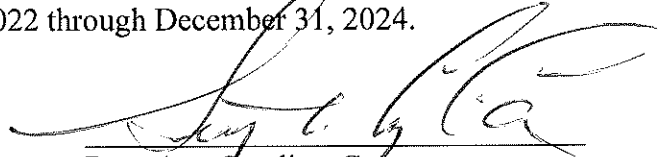
WHEREAS, the Shared Services Act requires such contracts be authorized by resolution of the governing body; and

WHEREAS, the Borough of Hi-Nella is seeking to enter a shared services agreement with the Borough of Magnolia for the pickup and disposal of residential solid waste and recyclables; and

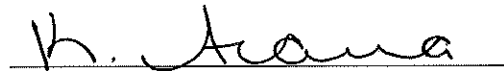
WHEREAS, this agreement shall be for a term of three (3) years, beginning on January 1, 2022 through December 31, 2024, and is available at the Municipal Clerk's office for review upon request.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey, hereby authorizes the execution of a shared services agreement with the Borough of Hi-Nella for the pickup and disposal of residential solid waste and recyclables beginning January 1, 2022 through December 31, 2024.

ADOPTED: December 30, 2021



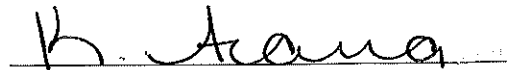
BettyAnn Cowling-Carson
Mayor



Krystel M. Arana
Deputy Municipal Clerk

CERTIFICATION

I, Krystel M. Arana, Deputy Municipal Clerk of the Borough of Magnolia, County of Camden, State of New Jersey, do hereby certify that the foregoing Resolution 2021-210 was duly adopted by the Mayor and Council of the Borough of Magnolia at a special meeting held on Thursday, December 30, 2021.



Krystel M. Arana
Deputy Municipal Clerk



**SHARED SERVICE AGREEMENT
BY AND BETWEEN THE BOROUGH OF HI-NELLA AND THE BOROUGH OF
MAGNOLIA FOR PICKUP AND DISPOSAL OF SOLID WASTE AND RECYCLABLE
MATERIALS**

THIS AGREEMENT made this 1st day of January, 2022 by and between the Borough of Hi-Nella ("Hi-Nella"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 100 Wykagyl Road, Hi-Nella, New Jersey 08083, and the Borough of Magnolia ("Magnolia"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 438 West Evesham Avenue, Magnolia, New Jersey 08049;

WHEREAS, Hi-Nella and Magnolia are desirous of entering into a Shared Services Agreement pursuant to N.J.S.A. 40:8A-8, whereby Magnolia would collect and dispose of solid waste and recyclable materials from Hi-Nella; and

WHEREAS, by Resolution adopted _____ Hi-Nella authorized the execution of a Shared Services Agreement with Magnolia for the pickup, transportation, and disposal of solid waste and recyclable materials; and

WHEREAS, by Resolution adopted _____ Magnolia authorized the execution of a Shared Services Agreement with Hi-Nella for the pickup, transportation, and disposal of solid waste and recyclable materials from Hi-Nella; and

WHEREAS, Magnolia is agreeable to providing said services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements between the parties and for the consideration set forth below, the parties hereto agree as follows:

Term. The term of this agreement shall be for three (3) years commencing January 1, 2022 and ending December 31, 2024.

Services. Magnolia agrees that it will provide all labor and equipment necessary to pick up, transport, and dispose of all solid waste and recyclable materials for the Borough of Hi-Nella beginning January 1, 2022, and continuing until December 31, 2024, or as extended by mutual agreement of the parties.

Fees to Magnolia. Hi-Nella shall pay Magnolia for the services to be provided, payable in advance of the month being serviced, as follows:

Year	Monthly Payments	Total Amount
2022	\$4,020.49	\$48,245.88
2023	\$4,141.10	\$49,693.20
2024	\$4,223.92	\$50,687.06

Collection. This agreement provides for 52 cycles of pickup annually. A cycle is defined as Monday pickup for the entire Borough of Hi-Nella. Magnolia will collect solid waste and recyclable materials every Monday. The initial collection date will be Monday, January 3, 2022.

Tipping Fees. Hi-Nella shall pay all "tipping fees" for the disposal of the solid waste directly to the Camden County Resource Recovery Facility and recyclable materials to FCR Camden, Inc. Magnolia shall forward to Hi-Nella, monthly, all weight slips for the disposal of solid waste and recyclable materials.

Insurance. During the term of this contract, Magnolia shall maintain insurance pursuant to the requirements of N.J.A.C. 7:26H-6.17.

Indemnification. To the fullest extent permitted by law, Magnolia shall indemnify, defend, and hold harmless Hi-Nella, its agents and employees, from and against all claims, damages, losses, liabilities, and expenses, including, but not limited to, attorney's fees and court costs, missing out of, resulting from or in any way relating to, either directly or indirectly:

- a. the performance of the work;
- b. the breach by Magnolia of any of the terms and conditions of this agreement;
- c. the negligent or intentional acts or omissions of Magnolia, its employees, agents, and/or subcontractors;
- d. bodily injury, sickness and/or disease, including death, at any time resulting from such bodily injury, sickness or disease, sustained by any person while in, on or about the site and surrounding areas where such injury, sickness, disease and/or death arose out of or was in any way connected with the work of, the performance of, or failure to properly perform the work;
- e. any liability based upon Magnolia's negligence imputed to Hi-Nella;
- f. damage to property of Magnolia, Hi-Nella, or any other person or entity arising out of, incident to, or in connection with the performance of the work;
- g. laborers, mechanics, and materialmen's liens, and all other liens and charges of every character whatsoever, arising out of work to be performed by this

agreement; and/or

- h. any other cause of action which may be brought against Hi-Nella arising out of or in any way relating to the work and Magnolia's obligations hereunder.

This indemnification and hold harmless agreement shall apply in all instances whether Hi-Nella is a plaintiff, or is made a direct party to the initial action or claim or is subsequently made a party to the action by third party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues from the original cause of action or claim.

Sub-contractors. Magnolia shall employ or subcontract only with persons and entities that are fit and skilled in the tasks assigned, and shall at all times enforce with strict discipline and good order among the employees and subcontractors engaged to perform the work. Magnolia shall maintain a sufficient number of skilled laborers on the job at all times to properly and diligently perform the work in accordance with this agreement.

Assignment, delegation, or transfer. Magnolia acknowledges and agrees that the services and duties required of Magnolia hereunder are personal, as a result of which Magnolia shall not assign, delegate or otherwise transfer any of its rights or duties hereunder without the prior written consent of Hi-Nella, such consent to be given or withheld by Hi-Nella in the borough's sole discretion. Any attempted assignment, delegation, or transfer by Magnolia without such consent of Hi-Nella shall be of no force or effect whatsoever and shall be null and void.

Action or failure to act. No action or failure to act by Hi-Nella shall constitute a waiver of any right or duty afforded Hi-Nella pursuant to this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder except as may be specifically agreed to in writing.

Affirmative Action. The parties hereto agree to incorporate herein the requirements of P.L. 1975, c. 127, as amended, and Magnolia further agrees to comply with the regulations promulgated thereto by the Treasurer, as set forth at NJ.AC. 17:27-5.2, et seq. Specifically, during the performance of this contract, Magnolia agrees as follows:

- a. Magnolia or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Magnolia 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 or 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. Magnolia 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;

- b. Magnolia or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Magnolia, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation;
- c. Magnolia or subcontractor, where applicable, will send to each labor union or representative of 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 Magnolia's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Magnolia or subcontractor, where applicable, agrees to comply with any 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.
- e. Magnolia or subcontractor 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.
- f. Magnolia or subcontractor 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 based on age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. Magnolia or subcontractor 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.

- h. Magnolia or subcontractor 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 or 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.

Magnolia and its subcontractor 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).

Entire understanding. This agreement sets forth the entire understanding between Hi-Nella and Magnolia with respect to the subject matter hereof. No change in, addition to, or waiver of any provisions of this agreement shall be binding upon either party unless in writing, signed by all parties.

Amendments. This agreement may be amended or modified only in writing signed by both parties.

Notices. All notices given pursuant to the terms of this agreement shall be sent by certified mail to the addresses listed below:

If to the Borough of Hi-Nella:

Borough of Hi-Nella
100 Wykagyl Road
Hi-Nella, NJ 08083

If to the Borough of Magnolia:

Borough of Magnolia
438 West Evesham Avenue
Magnolia, NJ 08049

THE BOROUGH OF HI-NELLA



MICHAEL J. SEGEREN
MAYOR

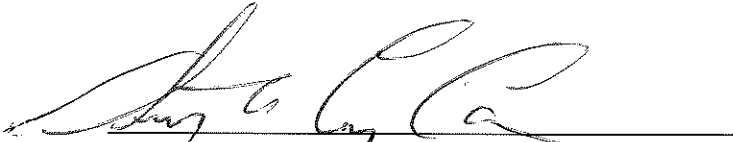
ATTEST:



PHYLLIS TWISLER
MUNICIPAL CLERK

2/1/22

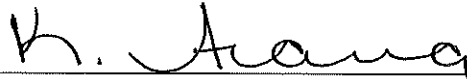
THE BOROUGH OF MAGNOLIA



BETTYANN COWLING-CARSON
MAYOR

12/30/21

ATTEST:



KRYSTEL M. ARANA
DEPUTY MUNICIPAL CLERK

12/30/21

