

AGREEMENT

This Agreement, made as of this 13th day of ~~July~~, 2010 by and between the Borough of Maywood, a municipal corporation of the State of New Jersey with its principal offices located at 15 Park Avenue, Maywood, NJ 07607 (hereafter, the Borough) and the City of Hackensack located at 65 Central Avenue, Hackensack, NJ 07601 (hereafter, the City),

WITNESSETH:

WHEREAS, the Borough of Maywood and the City of Hackensack, by resolutions duly adopted by their respective governing bodies, wish to extend an agreement pursuant to which the City will provide solid waste collection under the terms set forth herein;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. The term "solid waste collection" is defined, for the purpose of this Agreement, as the collection and transport of solid waste from Residential, Multi-family, Schools and Commercial businesses in the Borough which will be required to be disposed of at C & A Carbone, 183 Western Highway, West Nyack, N.Y. 10994 unless otherwise directed by the Borough.

2. The City will provide all labor and equipment necessary to perform twice a week solid waste collection on behalf of the Borough. The collection days shall be Monday and Thursday for approximately one-half of the Borough and Tuesday and Friday for the other half, with Passaic Street being the dividing line between halves. Collection services shall be performed during the hours of 5:30 a.m. and 2:00 p.m.
3. When the collection day falls on a national (Federal) holiday, the collection shall be rescheduled to the next work day.
4. The City shall not be required to provide waste containers or dumpsters. The city will not be responsible to collect designated collectable solid waste from incompatible, broken or malfunctioning containers or dumpsters.

The Borough will pay the City \$16,500.00 per month for the service for the term of one year. The City will invoice the Borough on or about the first of each month for collections made the preceding month, and the Borough will pay all invoices within 60 days of presentation. All bills not paid within 60 days of presentation shall bear interest at a rate of 1 ½ % per month (18% per annum) from the date of presentation until paid. If and in the event the City realizes any unanticipated costs the City will notify the Borough of said costs. If either party is not in agreement of said increases then either party shall have the right to cancel the Agreement upon 90 days written notice to the other party.

5. The Borough will take appropriate steps to advise all residents, multi-family owners, schools and commercial businesses of any collection requirements, both now or in the future, which must be met in order for the City to provide service. The Borough will continue to place solid waste at curbside in the manner in which the Borough has collected solid waste in the past. The current time for placement at curbside is 5:30 am.
6. The City will have sole discretion in designing collection routes and selecting personnel and equipment for carrying out this contract.
7. If events beyond the control of the City prevent the collection of solid waste on any scheduled collection day, the City will endeavor to notify the Borough as soon as practicable. The City will, however, make collection on the next work day.
8. The City will not be responsible for any contaminated material, any material that is improperly packaged for collection or any material that is not at the curb the time the City collection vehicle passes the residence.
9. The City will carry appropriate general liability, auto, and worker's compensation insurance covering its activities and employees. The parties acknowledge that the City is an independent contractor and not an agent of the Borough.

10. The terms of this Agreement is from July 1, 2010 to June 30, 2011. This Agreement may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party.

11. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement will be valid unless in writing and adopted by resolution of the respective governing bodies of the Borough and the City.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year set forth above.

ATTEST:

Borough of Maywood

Sean McElligitt
BY: _____

Joseph J. Prof

ATTEST:

City of Hackensack

BY: _____

[Signature]

CLERK
Jean M. Pelligra, RMC

ADMINISTRATOR
Thomas H. Richards

201-845-2900
FAX: 201-909-0673



MAYOR
Timothy J. Eustace

COUNCIL PRESIDENT
Lorraine Lapin
COUNCIL MEMBERS
John E. Savage
Erich Fleischmann
Nancy M. Jengo
Marianne F. Auriemma
Paul S. Bresko

BOROUGH OF MAYWOOD

15 Park Avenue, Maywood, NJ 07607-2015

RESOLUTION# 108-10

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MAYWOOD AND THE CITY OF HACKENSACK FOR THE COLLECTION OF SOLID WASTE WITHIN THE BOROUGH OF MAYWOOD

WHEREAS, the Borough of Maywood is in need of solid waste collection services as a result of the default by its previous private scavenger, Scuffy Carting, LLC; and

WHEREAS, the City of Hackensack has submitted a proposal to the Borough of Maywood to collect Maywood's solid waste as a shared services agreement; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes municipalities to enter into shared services agreements without the necessity of public bidding; and

WHEREAS, the utilization of a shared services agreement provides an efficient and cost effective method in lieu of contracting with a private scavenger for the collection of solid waste; and

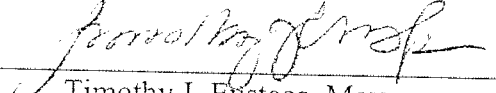
WHEREAS, the Mayor and Council of the Borough of Maywood, following the default by Scuffy Carting LLC, had solicited and received bids for the collection of solid waste; and

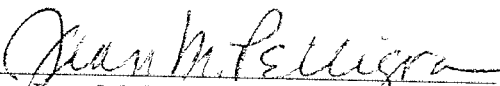
WHEREAS, a review of said bids indicates that the proposal submitted by the City of Hackensack would provide such services to the Borough of Maywood at the least expensive cost and would otherwise be in the best interests of the citizens of the Borough of Maywood;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF MAYWOOD, Bergen County, New Jersey, that the Mayor is hereby authorized to execute, and the Borough Clerk to attest, a shared services agreement between the Borough of Maywood and the City of Hackensack for the collection of solid waste within the Borough of Maywood at a price of \$16,500.00 per month, a copy of which Agreement is on file in the Office of the Borough Clerk and is available for public inspection; and be it

FURTHER RESOLVED that the Borough Clerk is hereby authorized and directed to provide a certified copy of this resolution and a copy of the fully executed Agreement to the Division of Local Government Services in the Department of Community Affairs and to the Department of Environmental Protection for informational purposes.

A certificate of availability of funds, signed by the Borough's Chief Financial Officer, is on file in the office of the Borough Clerk, certifying that sufficient funds for this purpose are available in the 2010 budget under General Appropriations, Public Works Function, Garbage and Trash Removal, Other Expenses-Contractual.

Date: 06/17/10 APPROVED: 
Timothy J. Eustace, Mayor

ATTEST: 
Jean M. Pelligra, Borough Clerk

THIS IS TO CERTIFY THIS IS
A TRUE COPY OF A RESOLUTION
ADOPTED BY THE MAYOR & COUNCIL
AT THEIR MEETING HELD ON
June 17, 2010
Jean M Pelligra
Borough Clerk

**CITY OF HACKENSACK
RESOLUTION**

NO. 171-10

OFFERED BY: SASSO

SECONDED BY: MELFI

WHEREAS, the City of Hackensack and the Borough of Maywood wish to enter into an inter-local service agreement pursuant to which the City will provide solid waste collection to the Borough of Maywood; and

WHEREAS, the Borough of Maywood will pay to the City of Hackensack \$16,500.00 per month for the service for the term of one year; and

WHEREAS, an inter-local agreement between the City of Hackensack and the Borough of Maywood has been prepared setting forth the terms and conditions of the Agreement between the Borough and the City; and

WHEREAS, the inter-local agreement incorporates all of the terms of the agreement between the parties; and

WHEREAS, the agreement may be terminated at any time by either party, with or without cause, by 120 days written notice to the other party; and

WHEREAS, the Mayor and Council finds that it is in the best interests of the residents of the City of Hackensack to enter into the inter-local agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Hackensack, County of Bergen and State of New Jersey that the Mayor is hereby authorized and directed to execute the inter-local agreement between the City of Hackensack and the Borough of Maywood to provide solid waste collection; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be kept on file in the City Clerk's office and shall be available for public inspection during regular business hours.

Roll Call - Ayes: Labrosse, Sasso, Meneses, Melfi, Townes

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON JUNE 15, 2010.**



CITY CLERK

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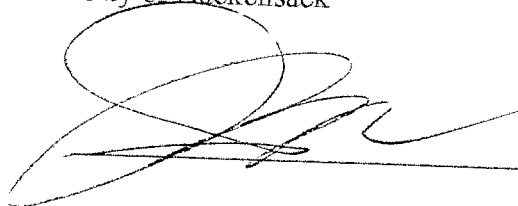
Borough of Maywood

BY: _____

ATTEST:

City of Hackensack

BY: _____

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