SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2017-36

March 9, 2017

RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT BETWEEN THE SALEM COUNTY IMPROVEMENT AUTHORITY AND THE CITY OF OCEAN CITY, NEW JERSEY, FOR CDF MATERIAL FOR ALTERNATE DAILY LANDFILL COVER

WHEREAS, the Salem County Improvement Authority contends that it would benefit the Authority to enter a Shared Service Agreement with the City of Ocean City for receipt of the pre-approved Confined Disposal Facilities ("CDF") dredging material for use as alternate daily landfill cover; and

WHEREAS, N.J.S.A. 40A:65-4 permits local units to enter into agreements for shared services; and

WHEREAS, the proposed agreement has been reviewed by the Authority Solicitor, contains terms acceptable to the Authority and the City of Ocean City, and is attached hereto; and

WHEREAS, the fee paid by the City of Ocean City for acceptance of CDF materials is five ($5.00) dollars per ton of material delivered and accepted.

NOW THEREFORE BE IT RESOLVED that the Salem County Improvement Authority is authorized to enter a Shared Service Agreement with the City of Ocean City for the services described above.

BE IT FURTHER RESOLVED that Melinda Williams, Solid Waste Division Manager, is hereby authorized to execute all necessary documents to implement this Resolution.

ATTEST:

[Signature]
Barry Davis, Secretary

[Signature]
Robert Widdifield, Chairman

March 9, 2017
Date
CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Salem County Improvement Authority at a meeting thereof held on March 9, 2017.

Barry Davis, Secretary
SHARED SERVICES AGREEMENT REGARDING THE HANDLING, TRANSPORTING, AND PLACEMENT OF DREDGED MATERIAL FOR ALTERNATE DAILY LANDFILL COVER

Revised: March 3, 2017

This Agreement for the handling, and accepting of dredged materials from the Ocean City Confined Disposal Facility (CDF), to be used for alternative daily cover the Salem County Improvement Authority is made as of this 23rd day of February 2017, by and between the Salem County Improvement Authority, , the mailing address for which is PO Box 890, 52 McKillip Road, Alloway, NJ 08001, (hereinafter “Salem County Landfill”) and the City of Ocean City, a New Jersey Municipal Corporation, the mailing address for which is 861 Asbury Ave., Ocean City, NJ 08226, (hereinafter “Ocean City,”) and the parties state:

WHEREAS, the Salem County Improvement Authority is the owner of the Salem County Landfill, located in Alloway Township, County of Salem, State of New Jersey, and,

WHEREAS, the Salem County Improvement Authority represents and states that it is a "local unit" as same is defined in the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

WHEREAS, Salem County Landfill utilizes daily cover material for standard landfill operations; and,

WHEREAS, the City of Ocean City has used dredged material disposal sites, ("Ocean City CDF sites");

WHEREAS, the Ocean City CDF sites have reached capacity for storing dewatered dredged material, and the City of Ocean City desires to excavate material from the sites to provide for additional capacity so as to allow for future dredging and placement at those sites;

WHEREAS, it has been determined that removal of dredged material from the Ocean City CDF sites will provide for additional capacity for future material from dredging projects;

WHEREAS, the Salem County Landfill has been identified as a potential site to receive dredged materials from the Ocean City CDF sites;

WHEREAS, excavated material from the Ocean City CDF sites have been identified as appropriate material for alternate daily cover at the Salem County Landfill;
WHEREAS, it is in the mutual interests of the cities of Ocean City and Salem County Landfill for material from the Ocean City CDF be used as alternate daily cover at the Salem County Landfill;

WHEREAS, all necessary permits and approvals have been obtained by Ocean City to permit the material from the Ocean City CDF be transported to the Salem County Landfill, or if not yet obtained, are expected to be obtained, with this Agreement specifically conditioned upon receipt of all necessary approvals;

WHEREAS, the Salem County Improvement Authority has reviewed the provided material analytical data and determined that the material is suitable for placement at the Salem County Landfill;

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq. permits local units to enter into an agreement for joint services and Salem County and the City of Ocean City desire to do same;

NOW, THEREFORE, Salem County and the City of Ocean City hereby agree as follows:

The above recitals are incorporated herein and made a part hereof.

SECTION 1. PREMISES FOR COVER PLACEMENT

The site to receive the alternate daily cover material provided by Ocean City is the landfill site known as the Salem County Landfill, which property is owned by Salem County Improvement Authority.

SECTION 2. MATERIAL FOR ALTERNATE DAILY COVER

a. It is understood one Ocean City CDF site (hereinafter “Site 83 CDF”) holds up to approximately Three hundred thousand (300,000) cubic yards of material, of which up to one hundred and fifty thousand (150,000) cubic yards may be removed without compromising the structure of the CDF for purposes of accepting dewatered dredged materials.

b. CDF material has been tested by Ocean City and the material meets residential soil remediation standards. The material delivered to Salem County will pass the paint filter test for transport of material.

SECTION 3. TRANSPORTATION OF MATERIAL

a. It is understood and agreed that the City of Ocean City shall excavate and transport the CDF material to the Salem County Landfill, and shall be responsible for all costs associated with that transport.
b. The City of Ocean City shall ensure the materials are deposited in a location identified by the Salem County Improvement Authority which is generally accessible by the vehicles used for material transport.

c. The City of Ocean City agrees to release and indemnify the Salem County Improvement Authority and its employees, from any claim of loss or injury caused by or associated with that transport.

d. Salem County Improvement Authority agrees to release and indemnify the City of Ocean City, its agents and employees, from any claim of loss or injury caused by or associated with the handling or use of the delivered CDF material.

SECTION 4. FEE FOR USE OF PREMISES FOR DISPOSAL

a. It is agreed that the City of Ocean City shall compensate Salem County Improvement Authority for accepting CDF materials on a basis determined by the tonnage of CDF material accepted, as measured at the Salem County Landfill.

b. Delivery and receipt of the measured amount(s) shall be acknowledged with each delivery by both an employee or agent of the City of Ocean City, and the Salem County Landfill scale master.

c. Upon receipt of CDF materials, delivery acknowledgments shall be provided to the billing office of Salem County Improvement Authority, which shall, on a regular basis, generate an invoice to the City of Ocean City, which shall be payable within 30 days of receipt of same.

d. The fee charged to and paid by the City of Ocean City for acceptance of CDF materials shall be five dollars ($5.00) per ton of material delivered and accepted.

SECTION 5. REQUIRED PERMITS

The parties understand and agree that this Agreement is dependent upon Ocean City obtaining applicable governmental approvals and permits, so as to facilitate activities which are necessary to affect the purposes of this agreement. The Salem County Improvement Authority does not require a permit to receive dredged material, and approves the material based on the analytical data provided by Ocean City. Ocean City agrees to expeditiously apply for, and pursue all such approvals and permits, and agree to immediately notify the other party if it appears any such approval or permit may not be issued, or may not be issued in accordance with the time table expected by the parties.

SECTION 6. EFFECTIVE DATE

This Agreement shall become effective and binding upon passage of a resolution by the governing body of Ocean City to this agreement accepting and the agreement and authorizing its execution.
SECTION 7. MEDIATION OF DISPUTES

The parties agree to work as partners in effecting the purposes of this agreement and to attempt to resolve any dispute that may arise during the course of this joint undertaking by way of mediation with the use of a mutually agreeable mediator, with each party being responsible for its own costs and fees and equally sharing the cost and fees of the mediator. For those disputes that are not resolved despite the parties' good faith participation in mediation, such disputes shall be filed in the New Jersey Superior Court, with venue in Salem County.

SECTION 8. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have rendered.

SECTION 9. NOTICES

Any notices issued under or pursuant to this agreement shall be effective upon receipt by the City Clerk of Ocean City, the Salem County Improvement Authority Division Manager, with copy to the party's respective Solicitors, at the following addresses:

City of Ocean City:
Clerk, City of Ocean City
861 Asbury Ave.
Ocean City, NJ 08226

Dorothy McCrosson, Esq,
Solicitor, City of Ocean City
200 Asbury Ave
Ocean City, NJ 08226

Salem County Improvement Authority:
Melinda J. Williams
52 McKillip Road
Alloway, NJ 08001

Mark Schumaker, Esq.
Solicitor, Alloway Township
66 Euclid Street
Woodbury, NJ 08096

SIGNATURES:

The City of Ocean City
Melissa G. Bovera, RMC
City Clerk

Jay A. Gillian
Mayor

Salem County Improvement Authority
Melinda J. Williams
Solid Waste Division Manager