

**INTERLOCAL SERVICE AGREEMENT
BY AND BETWEEN THE
BOROUGH OF STRATFORD AND THE BOROUGH OF MAGNOLIA
FOR PICK UP AND DISPOSAL OF SOLID WASTE AND RECYCLABLES**

THIS AGREEMENT made this 27th day of November, 2008 by and between the Borough of Stratford ("Stratford"), a Municipal Corporation of the State of New Jersey, having its principal place of business located at 307 Union Avenue, Stratford, New Jersey 08084, 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 Bvesham Avenue, Magnolia, New Jersey 08049;

WHEREAS, Stratford and Magnolia are desirous of entering into an Interlocal Services Agreement pursuant to N.J.S.A. 40A:8A-8, whereby Magnolia would collect and dispose of solid waste and recyclables from Stratford; and

WHEREAS, by Resolution adopted November 11, 2008, Stratford authorized the execution of an Interlocal Services Agreement with Magnolia for the pickup, transportation and disposal of solid waste and recyclables; and

WHEREAS, by Resolution adopted November 20, 2008, Magnolia authorized the execution of an Interlocal Services Agreement with Stratford for the pickup, transportation and disposal of solid waste and recyclables; 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:

1. Term. The term of this agreement shall be from January 01, 2009 through and including December 31, 2011.
2. Services. Magnolia agrees that it will provide all labor and equipment necessary to pick up, transport and dispose of all solid waste and recyclables for the Borough of Stratford beginning January 01, 2009 and continuing through to December 31, 2011, or as extended by mutual agreement of the parties.
3. Fees to Magnolia. Stratford shall pay Magnolia for the services to be provided the sum of TWO HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY THREE AND 00/100 DOLLARS (\$218,733.00) for the twelve months of 2009, payable in equal monthly installments of EIGHTEEN THOUSAND TWO HUNDRED TWENTY SEVEN AND 75/100 (\$18,227.75); payable in advance of the month being serviced; TWO HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED TWENTY AND 04/100 (\$224,420.04) for the twelve months of 2010, payable in equal monthly installments of EIGHTEEN THOUSAND SEVEN HUNDRED ONE and 67/100 (\$18,701.67); and TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED TWELVE AND 00/100 (\$230,412.00) for the

twelve months of 2011, payable in equal monthly installments of NINETEEN THOUSAND TWO HUNDRED ONE AND 00/100 (\$19,201.00).

4. Collection. This agreement provides for collection of solid waste for the entire Borough of Stratford on Wednesday and Thursday of each week. The first collection of solid waste will be January 07, 2009 and January 08, 2009.

The collection of recyclables for the entire Borough of Stratford will be on Friday of each week. The first collection of recyclables will be January 09, 2009.

The days for collection will vary on certain holiday weeks. A holiday collection schedule has been attached as "Exhibit A".

5. Tipping Fees. Stratford shall pay all "tipping fees" for the disposal of solid waste directly to the Camden County Resource Recovery Facility. Magnolia shall forward Stratford, on a monthly basis, all weight slips for the disposal of solid waste.

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

7. Indemnification. To the fullest extent permitted by law, Magnolia shall indemnify, defend, and hold harmless Stratford, 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, arising 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 neglect 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 Stratford;
- f. damage to property of Magnolia, Stratford 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 Stratford 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 Stratford 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 issuances from the original cause of action or claim.

- 8. Subcontractors. 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 the 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.
- 9. 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 prior written consent of Stratford, such consent to be given or withheld by Stratford in the borough's sole discretion. Any attempted assignment, delegation or transfer by Magnolia without such consent of Stratford shall be of no force or effect whatsoever and shall be null and void.
- 10. Action or failure to act. No action or failure to act by Stratford shall constitute a waiver of any right or duty afforded Stratford 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.
- 11. 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 N.J.C.A. 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 provision 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 on the basis of age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and that it will discontinue the uses 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 subcontractors 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).

12. Entire understanding. This agreement sets forth the entire understanding between Stratford 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.
13. Amendments. This agreement may be amended or modified only in writing signed by both parties.
14. 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 Stratford:

Borough of Stratford
307 Union Avenue
Stratford, NJ 08084

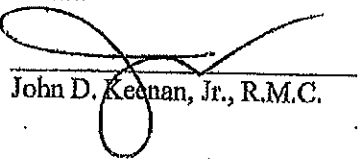
If to the Borough of Magnolia:

Borough of Magnolia
438 West Evesham Avenue
Magnolia, NJ 08049

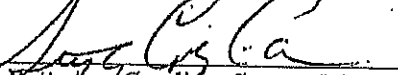
BOROUGH OF STRATFORD

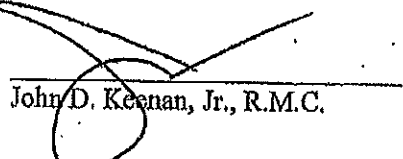

John Gentless, Mayor

Attest:


John D. Keenan, Jr., R.M.C.

BOROUGH OF MAGNOLIA


Betty Ann Cowling-Carson, Mayor


John D. Keenan, Jr., R.M.C.

RESOLUTION 2011:127

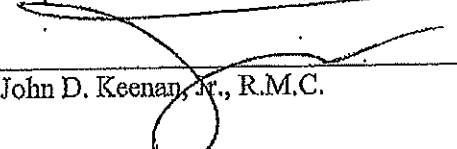
WHEREAS, the Borough of Stratford participated in a Shared Service Agreement with the Borough of Stratford for the last three and one-half years for trash and recycling collection; and

WHEREAS, the Borough of Stratford has been quite pleased with the service of this Shared Service Agreement and the savings has been beneficial to the taxpayers of Stratford; and

WHEREAS, the Borough of Stratford has been offered a Shared Service Agreement for the 2012 year from the Borough of Magnolia in the amount of \$234,065.76,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Stratford to authorize the execution of the Shared Service Agreement with the Borough of Magnolia for the 2012 year in the amount of \$234,065.76.

I, John D. Keenan, Jr., Borough Clerk, hereby certify the above noted resolution was adopted on October 11, 2011 by the Governing Body.



John D. Keenan, Jr., R.M.C.

RESOLUTION 2012:205

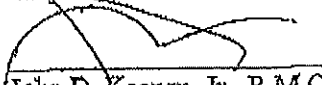
WHEREAS, the Borough of Stratford participated in a Shared Service Agreement with the Borough of Stratford for the last four and one-half years for trash and recycling collection; and

WHEREAS, the Borough of Stratford has been quite pleased with the service of this Shared Service Agreement and the savings has been beneficial to the taxpayers of Stratford; and

WHEREAS, the Borough of Stratford has been offered a Shared Service Agreement for the 2013 year from the Borough of Magnolia in the amount of \$237,202.20;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Stratford to authorize the execution of the Shared Service Agreement with the Borough of Magnolia for the 2013 year in the amount of \$237,202.20.

I, John D. Keenan, Jr., Borough Clerk, hereby certify the above noted resolution was adopted on December 6, 2012 by the Governing Body.


John D. Keenan, Jr., R.M.C.

RESOLUTION 2013:154

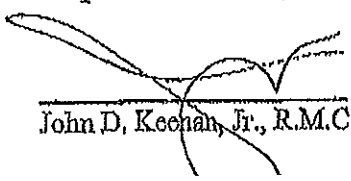
WHEREAS, the Borough of Stratford participated in a Shared Service Agreement with the Borough of Magnolia for the last five and one-half years for trash and recycling collection; and

WHEREAS, the Borough of Stratford has been quite pleased with the service of this Shared Service Agreement and the savings has been beneficial to the taxpayers of Stratford; and

WHEREAS, the Borough of Stratford has been offered a Shared Service Agreement for a 2 year trash/recycle contract for 2014 and 2015, from the Borough of Magnolia in the amount of \$240,167.28 for the year 2014, and \$243,169.32 for the year 2015.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Stratford to authorize the execution of the Shared Service Agreement with the Borough of Magnolia for 2 years, 2014 and 2015 in the amount of \$240,167.28 for 2014 and \$243,169.32 for 2015 with the option of leaving if 60 day notice is provided.

I, John D. Keenan, Jr., Borough Clerk, hereby certify the above noted resolution was adopted on October 3, 2013 by the Governing Body.



John D. Keenan, Jr., R.M.C.

RESOLUTION 2015:190

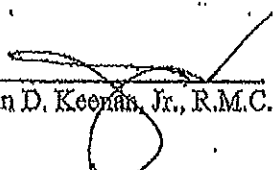
WHEREAS, the Borough of Stratford participated in a Shared Service Agreement with the Borough of Magnolia for the last seven and one-half years for trash and recycling collection; and

WHEREAS, the Borough of Stratford has been quite pleased with the service of this Shared Service Agreement and the savings has been beneficial to the taxpayers of Stratford; and

WHEREAS, the Borough of Stratford has been offered a Shared Service Agreement for a 3 year trash/recycle contract for 2016, 2017, and 2018 from the Borough of Magnolia in the amount of \$246,793.81 for the year 2016, \$250,495.71 for the year 2017, and \$254,253.15 for the year 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Stratford to authorize the execution of the Shared Service Agreement with the Borough of Magnolia for 3 years, 2016, 2017, and 2018 in the amount of \$246,793.81 for 2016 and \$250,495.71 for 2017, and \$254,253.15 for 2018 with the option of leaving if 60 day notice is provided.

I, John D. Keenan, Jr., Borough Clerk, hereby certify the above noted resolution was adopted on December 8, 2015 by the Governing Body.


John D. Keenan, Jr., R.M.C.