

RESOLUTION NO. 2026-40

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE TOWNSHIP OF FLORENCE AND THE BURLINGTON COUNTY
BOARD OF COMMISSIONERS
CONCERNING THE DISPOSITION OF WASTEWATER
FROM THE BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX**

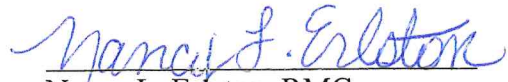
WHEREAS, the Township of Florence and the Burlington County Board of Chosen Freeholders wish to enter into an Agreement concerning the disposition of wastewater generated at the Burlington County Resource Recovery Complex; and

WHEREAS, the Agreement between the Township of Florence and the Board of Chosen Freeholders of the County of Burlington is attached as Schedule "A": Commencing on January 1, 2026 and continuing through December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Florence that the Township of Florence hereby approves the Agreement with the Board of Chosen Freeholders of the County of Burlington: Agreement Concerning the Disposition of Wastewater Generated at the Burlington County Resource Recovery Complex (attached as Schedule "A").

BE IT FURTHER RESOLVED that the Township Administrator and Township Clerk are authorized to execute any and all documents as required for this Agreement.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their January 7, 2026 meeting.


Nancy L. Erlston, RMC
Township Clerk

Note: This Resolution formally approves an Agreement with Burlington County Board of Commissioners.

RESOLUTION 2026-40
"SCHEDULE A"

**AGREEMENT CONCERNING THE DISPOSITION OF WASTEWATER
GENERATED AT THE BURLINGTON COUNTY RESOURCE RECOVERY COMPLEX**

THIS AGREEMENT is made by and between:

THE TOWNSHIP OF FLORENCE, a body politic and corporation of the State of New Jersey, having administrative offices at 711 Broad Street, Florence, NJ 08518 (hereinafter referred to as the "Township") and

THE BURLINGTON COUNTY BOARD OF COUNTY COMMISSIONERS, a body politic and corporate of the State of New Jersey, having administrative offices at 49 Rancocas Road, Mount Holly, NJ 08060 (hereinafter referred to as the "Board" or "County").

WITNESSETH:

WHEREAS, the Township owns and operates a wastewater treatment facility located at 1500 West Front Street, Florence, New Jersey, generally referred to as the Florence Township Sewerage Treatment Plant (the "STP"); and

WHEREAS, the STP has waste disposal facilities and capabilities; and

WHEREAS, the Burlington County Resource Recovery Complex (the "Complex"), owned by the County, generates wastewater; and

WHEREAS, the County desires to have certain Complex waste treated and disposed of by the Township at its STP; and

WHEREAS, the Township is agreeable to treat and dispose of the waste of the County produced at the Complex in accordance with the terms and conditions contained herein;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties hereto, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Section 1. GENERAL SCOPE OF THE AGREEMENT

1.1. Definitions.

"Facility" means the STP, the Township's wastewater treatment facility.

"Leachate" means water that passes through a landfill located at the Complex.

3.6. Commitment to Pay. In consideration of the Township's acceptance, treatment and disposal of the Waste by the Township, the County agrees to pay the Township \$0.0171/gallon for the term of this Agreement.

3.7. Computation of Charges. The County and Township agree that charges shall be based on receipts provided upon delivery of the Waste for treatment and disposal. If the County's flowmeter is inoperable, the County agrees that the Township shall be permitted to compute its charges for its services on the basis of a full truckload unless the County is able to demonstrate to the Township's satisfaction, that it can provide the Township with an accurate measure of the Waste delivered for treatment and disposal.

3.8. Billings. The Township shall bill the County not more frequently than monthly for charges properly assessable pursuant to this Agreement. The County agrees to pay the Township for its charges within a reasonable period after receiving a Township billing. Absent extraordinary circumstance, the County shall pay the Township's bill within forty-five (45) days' of its receipt. If the County disputes the accuracy of a billing it shall promptly raise the matter to the Township.

3.9. Effect of Payment. Board approval of or payment for the Township's services shall not constitute nor be deemed to be a release of responsibility and liability of the Township, its officers, employees, associates, agent and consultants for the competency or lawfulness of the manner in which the Township provided its services nor shall such approval or payment therefore be deemed to be an assumption of such responsibility by the Board for any defect in the Township's work or any act or omission by the Township.

3.10. Inspections. The County shall have the right to inspect the System on reasonable advance notice to the Township.

Section 4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement shall be effective on January 1, 2026 and shall expire on December 31, 2028, unless sooner terminated in accordance with its terms. The Agreement may be renewed for additional periods on the agreement of the parties.

4.2. Services after Agreement Expiration. If the County continues to dispose of the Waste at the Facility and the Township continues to provide its services after this Agreement expires the terms of this Agreement shall continue and be binding on the parties for all services until such time as the parties sign a new Agreement or an extension of this Agreement.

4.3. Termination Consequential to Water Quality Management Plan. Anything contained in this Agreement to the contrary notwithstanding, if the DEP, or any other governmental agency having jurisdiction over the Township or the subject matter of this Agreement, institutes a Water Quality Management Plan or other plan that makes this Agreement unenforceable by its terms, then this Agreement shall terminate within sixty (60) days of implementation of the Plan or other date as may otherwise be required by law or regulation.

4.4. Termination Consequential to Action by Superior Governmental Entity. If an administrative agency, board, commission or division of the State or Federal government or any court materially

6.2. Indemnification by Township. The Township agrees to indemnify and save the County harmless from all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person, arising out of the Township's making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages arising from the negligence of the County, its servants, agents, employees, contractors and subcontractors.

Section 7. INSURANCE

7.1. The County's Insurance. The County shall obtain and maintain for the life of the contract the insurance coverages described herein at its own cost and expense and shall require that the contractors delivering the Waste to the Facility obtain and maintain if for the life of their contracts.

A. Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage, including loss of use, with minimum limits of:

- | | | |
|-----|--------------------|-------------|
| (a) | each occurrence | \$1,000,000 |
| (b) | products/comp. ops | \$1,000,000 |
| (c) | general aggregate | \$2,000,000 |
| (d) | personal injury | \$1,000,000 |

B. Business auto liability insurance or equivalent with a minimum limit of \$1,000,000 per accident and including coverage for the following:

- (a) liability arising out of the ownership, maintenance or use of any auto; and
- (b) auto non-ownership and hired auto coverage.

C. Worker's compensation insurance or its equivalent with statutory benefits as required by any state or federal law and including employer's liability insurance or its equivalent with minimum limits of:

- (a) \$1,000,000 each accident;
- (b) \$1,000,000 disease each employee; and
- (c) \$1,000,000 disease policy limit.

The County shall provide evidence of the above-described insurance to the Township.

7.2 The Township's Insurance. At its' own cost and expense the Township shall obtain and maintain for the life of the contract, and shall cause its contractors and subcontractors to obtain and maintain for the life of their subcontracts, the insurance coverages described herein:

A. Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage, including loss of use, with minimum limits of:

- | | | |
|-----|-----------------|-------------|
| (a) | each occurrence | \$1,000,000 |
|-----|-----------------|-------------|

8.4. Persons Bound. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8.5. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

8.6. Resolution of Disputes. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of the Superior Court of New Jersey, Burlington County vicinage.

8.7. Nondiscrimination in practice. The County and Township acknowledge that each is obligated to comply with federal and New Jersey State laws and regulations prohibiting discrimination.

8.8. Conflict of Interest Certification. By execution of this Agreement the Township certifies that in performing services pursuant to this Agreement the Township knows of no circumstance that would constitute a conflict of interest, financial or otherwise, between the Township or its principals or members with the interest of the County of Burlington in general. The Township further certifies that it knows of no circumstance or relationship between the Township or its principals and third parties that would cause the actual or appearance of a conflict of interest or a compromise of judgment and independence in the performance of the designated services. The Township acknowledges this is a continuing certification, which shall remain in effect for the term of this Agreement.

8.9. Certification Concerning Contract Award. The Township hereby affirms that no person has made or agreed to make on the Township's behalf any valuable gift, whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon or have any other direct influence on the selection of the Township as a contractor for the County within the two years preceding execution of this Agreement.

8.10. Changes to Contract. This Agreement may be modified only by a written document executed by both the County and the Township.

8.11. The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach. Failure of a party to declare the other in breach of this Agreement shall not operate or be deemed to be a waiver thereof.