

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Logan COUNTY: Gloucester

RECIPIENT: Township of East Greenwich COUNTY: Gloucester

BRIEF DESCRIPTION OF SERVICE:

Solid Waste and Recyclable Material Collection

EFFECTIVE DATE: January 1, 2016

EXPIRATION DATE: December 31, 2020

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF LOGAN AND THE TOWNSHIP OF EAST
GREENWICH
FOR SOLID WASTE & RECYCLING COLLECTION AND MARKETING SERVICES**

THIS AGREEMENT made and effective this date January 1, 2016 is for the collection and delivery of solid waste & recycling materials from the **Township of East Greenwich**, hereinafter referred to as "**Participant**" who chooses to participate in the Solid Waste Collection System with the **Township of Logan**, hereinafter referred to as "**Lead**".

WHEREAS, the Uniform Shared Service and Consolidation Act, N.J.S.A. 40A:65-1. et seq., specifically authorizes two or more contracting units to enter into a Shared Services Agreement for the provision of services; and

WHEREAS, the Township of Logan is offering to provide solid waste & recyclable material collection and delivery services with other authorized contracting units utilizing the administrative purchasing and operational services and facilities of the Township of Logan; and

WHEREAS, this Shared Services Agreement is to effect substantial economies in the collection and delivery of solid waste, recyclable materials, work, materials and supplies; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes.

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follow:

1. Definitions:

Solid Waste Collection: The collection, transportation and delivery of solid waste and household recyclable material to specified Markets or designated collection sites.

Lead: The Township of Logan.

Participant: The Township of East Greenwich.

Solid Waste: Solid Waste types: 10 (household and commercial) 13 (bulky waste), and 13C (construction and demolition)

Cart: Trash and recyclable material containers, shall be automated carts of a maximum capacity of 96 gallons. The carts must be compatible with the Lead's trash collection vehicles. All solid waste & recyclable material must be placed within a Cart to be collected.

Unit: 1 pick-up location with a trash and recycling cart, as permitted by the participant. (The intent is for one unit to equal 1 trash and 1 recycling cart.)

Curb: Shall mean the area adjoining the curb line of streets.

Disposal facility: Shall mean those sites designated by the County of Gloucester or Lead as permitted by law and approved for use by the Lead and Participant. The Lead shall utilize the market used by the Township of Logan for Participant solid waste and recycling. In the event that the Participant shall choose a market which is not the same as that utilized by the Township of Logan then the Lead shall deliver collected solid waste and recyclable material to said market provided that the said market is within 25 mile radius of the Township of East Greenwich. It is the obligation of the Township of East Greenwich to have appropriate and active commercial accounts established with the disposal facilities.

Streets: Shall mean all paved/improved public roads, highways, avenues, streets, lanes, boulevards, circles and public places, within the limits of the Participant. No private drives, alleys, lanes, etc.

Removal: Shall mean the collection & transportation of solid waste and household recyclable materials collected from the Participant to an approved facility.

Holiday: Shall mean a regularly scheduled collection day on which the authorized Disposal Facilities are closed and collection cannot be made, including New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Governing Body: Shall mean the governing body of the Lead or Participant, when the agreement is to be entered into by, or on behalf of, a municipality as further defined at N.J.S.A. 40A:11-2.

Residential Sector: Shall mean all designated single-family buildings and multi-family Buildings.

Commercial Sector: Shall mean all commercial buildings designated by the Participant.

Municipal Sector: Shall mean all designated government buildings, parks, public events, public school facilities, fire and ambulance facilities.

Residential, Commercial and Municipal Collection: Each cart shall be placed for collection along the curb before each unit. Each cart shall be placed in such location that it is accessible to automated collection vehicles and is clear of obstacles and vehicles such that each cart has an unobstructed radius of four feet in all directions to allow the automated trash collection arm access to said cart. The Participant shall enforce this provision through Ordinance or other appropriate means. Each cart shall be fully emptied and replaced in front of the unit.

NJDEP: The New Jersey Department of Environmental Protection.

2. **Marketing Program:**

The delivery of specified materials to an EPA approved and/or state licensed facility and/or an NJDEP approved disposal market as specified by this Shared Service Collection and Marketing Program.

3. **Services Provided:**

- A. The Lead shall provide collection, removal and delivery by automated or other means of solid waste and single stream recycling to Participant within the territorial and geographical boundaries of the Participant.
- B. The Lead shall provide copies of all weight tickets (solid waste, recyclables and bulk) as provided by the market within seven days of the end of each collection month.
- C. The Lead shall provide all administrative, supervision and operational monitoring for collection services.
- D. The Lead shall provide sample educational brochures and instructions on the use of the automated collection service program via Microsoft Word and/or Excel documents for Participant to re-produce and distribute to all Units.
- E. Upon the expiration of the Gloucester County Solid Waste Management Plan designating the solid waste disposal site, the Lead shall procure a new site for the use and benefit of both Lead and Participant in accordance with Local Public Contract Laws and NJDEP requirements subject to the limitation as to distance set forth above.
- F. The Participant agrees to perform basic maintenance on carts as needed.
- G. The Participant agrees to pay, and is responsible for, contracting with the end market facilities directly.
- H. The Participant is responsible for the management, oversight and administration of complaints and /or inquires and /or service requests made by parties within the service area of Participant. All communication with Lead will come only from the municipal employee designated by Participant. Under no circumstances will Lead coordinate activities with service recipients within the service area of Participant.
- I. All designated collected types ID10, 13 and 13C solid waste and single stream recycling material shall be collected once per week per unit and directed to the designated markets. All material for pickup, other than scheduled "bulk items", must be placed inside of carts. Both parties acknowledge that material to be collected by Lead is incidental and customary material generated by residential units and select small commercial establishments. Both parties further acknowledge that excessive material generation of ID13 and/or ID13C material for pickup is not contemplated under this agreement. Participant acknowledges that excessive ID13 and/or ID13C material indicative of commercial interests avoiding disposal costs by placing material for curbside pickup is prohibited and Participant has requested Lead to monitor and notify Participant of any such activities for corrective action by Participant.
- J. All collection services, as described in this Shared Services Agreement, shall be performed on the designated day between the hours of 6:00 am, and 5:00pm. When collection falls on a Legal Holiday, the lead shall substitute a chronologically adjacent business day for collection.

- K. The Lead shall provide to the Participant within ten (10) days of receipt by Lead, all tonnage reports during the term of this Agreement.
- L. Collection sources include, commercial sector being all designated commercial retail, wholesale, markets that meet the regulations of the Participant Township solid waste ordinance. Residential sector being single and multi-family units. Municipal sector being all designated government buildings, parks, public events, public school facilities and fire and ambulance facilities as agreed to by the parties (see Attachment "A").
- M. The Lead shall supply sufficient amount of equipment to complete the collection service schedule.
- N. The Participant shall be responsible for the solid waste and recycling material values and for any reporting requirements to any state or other agencies.
- O. The Lead shall maintain separation of material containers during collection for them to be properly marketed and shall be responsible for any cost incurred due to the commingling of trash containers and recycling containers during pickup. Lead is not responsible for the commingling of material placed into the containers by the residents. Lead will make Participant aware of any suspected commingling of trash and recyclable materials identified during normal pickup operations.
- P. No collected materials outside the boundaries of Participant may be mixed with material collected within the boundaries of Participant.
- Q. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. All vehicles shall be equipped with a broom, shovel, and absorbent agent to pick up spills.
- R. All collection equipment used shall be registered with and conform to the requirements of the NJDEP agency, in accordance with N.J.A.C. 7:26-3.1 et seq.
- S. No vegetative waste (yard waste) collection is included in this Agreement.

4. Certification:

Lead agrees to provide Participant all services in conformance with New Jersey State Law.

5. Price:

Participant agrees to pay Lead for the solid waste collection services within thirty (30) days after the end of each calendar month during the term of this Agreement. Where the Participant will pay the cost of disposal, the disposal facility shall bill the Participant directed for all costs (including taxes and surcharges). Lead will bill Participant directly on a monthly basis for services rendered pursuant to this Agreement.

Collection Cost:

2016: \$9.00 per unit per month, 12 months per year with a minimum base unit count of 3600 units. Invoicing will be based on the actual number of units, but in no event less than 3600.

2017: 2016 rate per unit plus up to 2%.

2018: 2017 rate per unit plus up to 2%.

2019: 2018 rate per unit plus up to 2%.

2020: 2019 rate per unit plus up to 2%.

*The price/rates established above are expressly contingent upon the Borough of Wenonah executing a Shared Services Agreement with the Lead on or before April 3, 2015 for terms and conditions similar to those contained in this Agreement. If the Borough of Wenonah does not execute a Shared Services Agreement on or before April 3, 2015, the parties reserve the right to amend the price/rates pursuant to mutually agreed upon terms, or cancel this Agreement.

Automated Carts:

Participant agrees to purchase all carts required for the proper operation of the Lead's automated trash and recycling equipment and to deliver them to all units prior to the initiation of activities under this Agreement (January 1, 2016).

Additional Units:

It is expressly understood that additional units and other buildings are or may be under construction in the Township of East Greenwich, and additional streets may become dedicated during the term of this Shared Service Agreement. The collection cost identified herein shall include all units as counted and identified by the Tax assessor during the term of this Shared service agreement. Participant will immediately notify Lead when Participant provides containers to any new units or other building address within the service area.

Deletion of Units: It is expressly understood that some units and other buildings may be removed in the Township of East Greenwich during the term of this Shared service agreement. The collection cost selected herein shall delete all units as counted and identified by the Tax assessor during the term of this Shared Service Agreement.

Fuel Cost Escalator:

Lead agrees to pay for all fuel costs as part of this agreement up to a cost of \$3.50 per gallon (public sector cost). Price Escalator shall apply at the following:

If fuel costs exceed \$3.50 per gallon, then the truck shall be filled up prior to collection and refilled at the end of the collection day and the Participant shall pay the per gallon costs above \$3.50 to the Lead. Lead shall provide documentation of the price of fuel. (Example: \$3.50 – No change. \$3.60 – Participant shall pay Lead an additional \$0.10 per gallon when refilled at end of collection and marketing day.)

6. Shipping:

Lead shall deliver the solid waste and recycling material after collection from Participant. No material shall be unduly held by Lead or Participant after the collection has been made. The Lead shall not deny delivery of designated collected materials to the Participant. Participant shall not require delivery to another facility or location without compensation to Lead.

7. Term:

This agreement shall be effective for an overall term of not less than five (5) years. The initial Term shall be for the 2016-2020 calendar years. The term of this Agreement shall end on December 31, 2020.

8. Limitation of Liability:

In no event shall either party be liable for special, indirect, incidental or consequential damages arising out of or connected with this Agreement, regardless of whether a claim is based on contract, tort, strict liability or otherwise.

9. Insurance

The Lead will carry appropriate general liability, auto, and worker's compensation insurance covering its activities and employees. The parties acknowledge that the Lead is an independent contractor and not an agent of the Participant.

10. Indemnification:

The parties shall each indemnify and hold harmless the other party and their agents, servants, employees or subcontractors from and against all claims, damages, losses and expenses including all reasonable expenses incurred by the each party on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the agreement or from any act or omission by the each party, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

11. Assignment of Contract:

The Lead shall not assign, transfer, convey, sublet or in any other manner dispose of this Agreement or his obligations hereunder, nor shall he/she in any manner dispose of his right, title or interest in or to it or any part thereof, or assign by Power of Attorney or other instrument any of the moneys due, to become due, under this Agreement unless the previous written consent to a total or partial assignment shall not dispense with the requirements of obtaining further consent in the event of a further other or partial or complete assignment. No such assignment, transfer, conveyance or other disposition with respect to all or any part of said Agreement shall be valid or effective until the document evidencing said assignment, transfer conveyance or other dispositions shall be filed with the Participant, reviewed and approved by the Law Department, endorsed and certified by both or all parties to said transaction to be a true and complete copy of

the entire transaction. In no case shall such assignment shall become effective without the written approval of the Department.

12. Breach of Contract – Causes for a Breach of Contract:

A. In addition to those instances specifically referred to in other sections herein contained, the Participant shall have the right at its option to terminate the Agreement, said termination evidenced by a due and proper resolution of the Participant Governing body and by facsimile or mailing a certified copy thereof by the Participant, by certified mail return receipt, to the principal place of business of the Lead, under any one or more of the following circumstances:

(1) In the event the Lead shall abandon any portion of the work to be performed under the Specifications.

(2) In the event the Lead shall abandon the work.

(3) If the Lead shall fail to fully, properly and in a good and workmanlike manner perform any or all of the conditions, covenants or agreements contained within this Agreement.

(4) If the Lead shall sublet, assign, convey or otherwise dispose of this Agreement or any portion thereof other than in accordance with this Agreement.

(5) If the Lead "skims", "light weights" or otherwise diverts or withholds credit of or "adds", "heavy weights" or inflates or otherwise alters or falsifies weights or weight slips of collected solid waste.

B. In addition to those instances specifically referred to in other sections herein contained, the Lead shall have the right at its option to terminate the Agreement, said termination evidenced by a due and proper resolution of the Participant Governing body and by facsimile or mailing a certified copy thereof by the Lead, by certified mail return receipt, to the principal place of business of the Participant, under any one or more of the following circumstances:

(1) In the event the Participant fails to pay the Lead for the solid waste collection services within sixty (60) days after Participant has been billed by the Lead for services rendered pursuant to this Agreement.

(2) In the event the Participant shall fail to fully and completely perform any and/or all of the conditions, covenants or agreements contained within this Agreement.

(3) If the Participant assigns, conveys or otherwise disposes of this Agreement or any portion thereof other than in accordance with this Agreement.

C. Before the Agreement shall be declared terminated under Section 12 (A)1-5 inclusive, the Participant shall give notice to the Lead of the nature of the breach claimed and the time and place of hearing, held before the Participant Governing Body, of said charge, which hearing shall not be less than five (5) business days after the date of the facsimile or mailing of said notice, at

which hearing the Lead may have a certified shorthand reporter present and at which hearing he/she may defend and be represented by Counsel. If the Lead shall have said reporter present, he/she shall furnish to the Participant a true copy of the transcript of the hearing without cost to the Participant.

D. Objection. If the Participant shall reverse said decision, he/she shall forthwith notify the Lead in writing. If the Participant shall sustain or modify the decision, he/she shall notify the Lead in writing thereof, in which event the Lead shall have the right to appeal the decision of the Participant to the Participant governing body by requesting in writing a rehearing within ten (10) days of the receipt of notice of such decision of the Township Administrator and if no Township Administrator, then by the Township Clerk.

E. Appeal. The Participating Governing Body decision shall be final, subject to any and all rights that the Agreement may have under the laws of the State of New Jersey. The Participant Governing Body decision shall be final subject to the Lead's rights under Section 15 entitled CLAIMS.

13. Taxes:

In no event shall Participant be responsible for any sales, use, excise or other tax imposed or levied upon the solid waste collection or with respect to the payment of the purchase price for the solid waste collection. In no event shall Participant be responsible for any tax imposed upon Lead.

14. Notices:

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by certified mail, postage prepaid or recognized overnight delivery service.

If to Participant: Township of East Greenwich
159 Democrat Rd, Mickleton, NJ 08056
Phone: (856) 423-0654
Fax: (856) 423-0296

If to Lead: Township of Logan
125 Main Street
P.O. Box 314
Bridgeport, NJ 08014-0314
Phone: (856) 467-3424
Fax: (856) 467-1061

15. Claims:

All claims, disputes and other matters in question between the parties to this agreement, arising out of, or relating to this agreement, or a breach thereof, shall be decided by a Court of Law of the State of New Jersey and venued in Gloucester County.

16. Other Remedies:

No remedy provided within the terms of the Agreement shall be deemed to preclude the Participant or Lead from taking any other action, but on the contrary, shall be deemed to be a remedy in addition to any and all other legal or equitable remedies permissible by law.

17. Governing Law:

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

18. Final Agreement:

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

19. Severability:

If any term of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. Headings:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

21. Miscellaneous:

(1) Trash, and single stream recycling is to be collected three (3) days per week. Bulk pick up will be one (1) day per week, three (3) weeks per month. The parties will mutually agree to the Collection Schedule which may change from the existing collection schedule used by Participant. For bulk waste, the "UNIT" must call with name, address, phone number and brief description of the items to be picked up. The Participant will enter this information on an EXCEL spread sheet, called "EAST GREENWICH BULK LIST". This spread sheet must be emailed to Lead's Mike Riley (mriley@logan-twp.org) and Cindi Giandomenico (cgiandomenico@logan-twp.org) by 3pm the day before pickup.

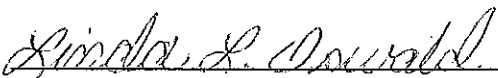
(2) A calendar will be provided by the Lead to Participant to be called "EAST GREENWICH 2016 HOLIDAY, TRASH and RECYCLING WASTE SCHEDULE" which shall be the 2016 schedule for the Participant. Collection services as described herein can start at 6:00 A.M. Prior to the end of any calendar year, the Lead will provide to Participant by November 15, a New Holiday schedule calendar for the following year

(3) If the Lead or Participant finds any infractions as to the proper disposal of trash or recycling, then they are to post notices on said containers or items and shall leave them for the generator to correct. The Lead and Participant shall maintain a list of each unit address for any posted infraction.

(4) Participant agrees to cooperate with Lead in making any appropriate Ordinance changes to implement this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

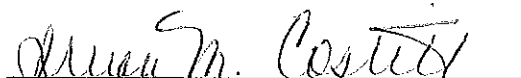
ATTEST:


Linda Oswald, Clerk
4/24/15

TOWNSHIP OF LOGAN


Frank W. Minor, Mayor

ATTEST:


Susan M. Costill, Clerk
3/24/15

TOWNSHIP OF EAST GREENWICH


Dale Archer, Mayor