

**SHARED SERVICES AGREEMENT FOR  
TYPE 23 SOLID WASTE SERVICES**

**THIS AGREEMENT** made this 1st day of January, 2013 by and between the Borough of North Plainfield, a public body politic of the State of New Jersey, having its principal offices at 263 Somerset Street, North Plainfield, New Jersey (the "Borough") and the Plainfield Municipal Utilities Authority, a public body corporate and politic of the State of New Jersey, having its principal offices at 127 Roosevelt Avenue, Plainfield, New Jersey (the "Authority") (the Borough and the Authority collectively referred to as the "Parties").

**WITNESSETH:**

**WHEREAS**, the Authority is a municipal utilities authority created by Plainfield City Ordinance MC-1995-19 in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. (the "MUA LAW"); and

**WHEREAS**, under the MUA Law, the Authority is authorized to provide solid waste and recycling collection and disposal services, both within and outside of its solid waste district; and

**WHEREAS**, the Borough and the Authority desire to enter into an agreement whereby the Authority will provide the Borough with certain solid waste services regarding Vegetative Waste and Wood generated in the Borough, as described in more detail herein; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes the Parties to enter into such an agreement for such shared or consolidated services.

**NOW THEREFORE**, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

1. **Scope of Services.**

**Vegetative Waste and Wood Services.** For purposes of this Agreement, Vegetative Waste shall mean and include the following: waste materials from farms plants nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes referred to as Type 23 waste

under N.J.A.C. 7:26-2.13(g)1.v. Wood shall mean and include the following: Finished lumber, wood products and pruning's or stumps six inches or greater in diameter.

Included are limb wood, wood chips, bark, sawdust, forest residue and pulp waste. "The Authority will not accept any pressure treated, painted or stained wood".

The Vegetative Waste and Wood shall not be commingled with any putrescible Type 10 Waste or any other non-Type 23 Waste materials defined under N.J.A.C. 7:26-2.13(g)1. The Vegetative Waste and Wood delivered to the Authority by the Borough shall be collected by the Authority for processing, composting and ultimate disposition by the Authority, in accordance with applicable law.

2. Compensation for Services. The costs to be paid to the Authority for the provision of the services set forth in this Agreement for the Term shall be as follows:

a. Monthly Service Fee. The Borough shall pay the Authority a monthly service fee which shall be based upon the total monthly Type 23 cubic yard delivered by the Borough to the Authority at the Rock Avenue Transfer Station, multiplied by a fee of \$6.50 per cubic yard.

b. Monthly Invoice. The Authority shall provide the Borough with a monthly Invoice during the week following the last day of the month service. The Invoice shall identify the total cubic yard delivered by the Borough in the prior month. Payment shall be submitted by the Borough to the Authority within thirty (30) days of receipt of the Authority Invoice.

3. Term. The Term of this Agreement shall be for a one year period commencing January 1, 2013, and shall be renewable each year hereafter, on such terms and conditions as agreed by the Parties, unless termination earlier, as set forth in Paragraph 4.

4. Termination.

a. Termination for Cause. This Agreement may be terminated for cause by either Party, provided prior written notice has been given to the defaulting party and such party fails to remedy such default within thirty (30) days after receipt of such notice.

b. Termination for No Cause. This Agreement may be terminated by either Party during its Term for no cause, upon two (2) months prior written notice to the other Party of such termination. The obligations of each Party under this Agreement

shall continue in full force and effect until the effective date of termination.

5. Insurance. The Authority shall maintain comprehensive general liability insurance, automobile insurance and workers compensation insurance during the Term of the Agreement in sufficient amounts as agreed to by the Parties, to protect the Borough and the Authority with respect to the services to be provided by the Authority under the terms of this Agreement.

6. Indemnification. Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without implied limitations, liabilities for damage to property or liabilities for injury or death of an person (including liabilities for damage property or liabilities for injury or death of the officers, agents and employees of the Party) resulting from the other Party's performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents or employees in any manner related to the services provided under this Agreement.

7. Permits/Licenses. The Authority shall obtain and maintain all permits, licenses and approvals required to perform the services set forth in this Agreement during the Term of this Agreement. The Authority also shall comply with all applicable laws, rules, regulations, and ordinances and codes, with respect to the performance of its obligations under the Agreement.

8. Coordination Meetings. Designated representatives of the Borough and the Authority shall schedule an initial meeting to agree to an appropriate service schedule, and at least quarterly or more frequently as needed, to assess the services being provided under this Agreement and to address any issues as appropriate.

9. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the Courts or administrative tribunals of the State of New Jersey or the U.S. District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.

b. Authority to Enter Agreement. Each Party represents that it has the power and authorization to enter into this

Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

c. Entire Agreement. This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged.

d. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

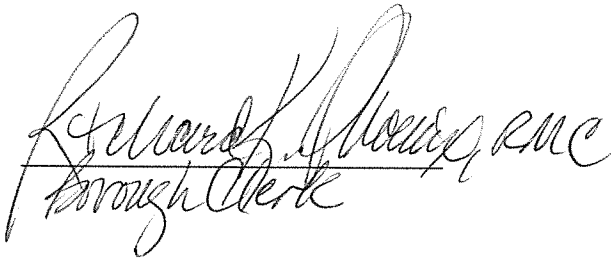
e. Modifications. The provisions of the Agreement may be amended, modified and/or supplemented from time to time by a written instrument approved by each Party hereto.

f. Severability. The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, as set forth below, the Parties have caused this instrument to be executed by the Borough pursuant to Resolution passed by the Borough for said purpose and the Plainfield Municipal Utilities Authority has caused its Executive Director to execute the same pursuant to a Resolution passed by the Authority for that purpose, as of the day and year first above written.

ATTEST:

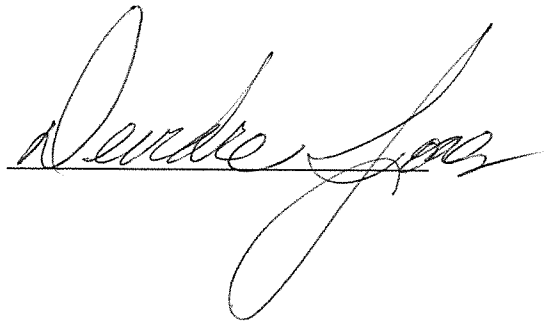
BOROUGH OF NORTH PLAINFIELD

  
Borough Clerk

  
\_\_\_\_\_

ATTEST:

PLAINFIELD MUNICIPAL  
UTILITIES AUTHORITY

  
\_\_\_\_\_

  
DANIEL A. WILLIAMSON, ESQ.  
EXECUTIVE DIRECTOR



RESOLUTION NO. 12-10-12- 02b

**BOROUGH OF NORTH PLAINFIELD  
COUNTY OF SOMERSET  
STATE OF NEW JERSEY**

**RESOLUTION OF THE BOROUGH COUNCIL AUTHORIZING THE MAYOR  
AND BOROUGH CLERK TO EXECUTE A SHARED SERVICES AGREEMENT  
WITH THE PLAINFIELD MUNICIPAL UTILITIES AUTHORITY FOR THE  
DISPOSAL OF TYPE 23 SOLID WASTE FROM THE BOROUGH OF NORTH  
PLAINFIELD**

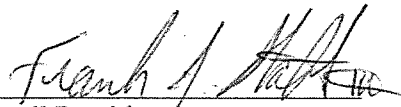
**WHEREAS**, the Borough of North Plainfield is in need of a mode and manner by which it can dispose of its Type 23 Solid Waste; and,


**WHEREAS**, the Plainfield Municipal Utilities Authority is created pursuant to municipal ordinance and the Municipal and County Utilities Authorities Law; and,

**WHEREAS**, the Plainfield Municipal Utilities Authority is authorized to provide solid waste, recycling collection and disposal services, both within and outside of its solid waste district; and,

**WHEREAS**, the Borough of North Plainfield is desirous of entering into a Shared Services Agreement with the Plainfield Municipal Utilities Authority for the removal and disposal of its Type 23 solid waste from the Borough of North Plainfield.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of North Plainfield, County of Somerset, State of New Jersey that the Borough Council hereby authorizes the Mayor and Borough Clerk on behalf of the Borough, to sign and/or execute a Shared Services Agreement with the Plainfield Municipal Utilities Authority, effective January 1, 2013, for removal and disposal of its Type 23 solid waste from within the Borough of North Plainfield, which Shared Services Agreement is incorporated herein by reference as if same was fully set forth, without the need for any further action of this Borough Council.

  
Council President

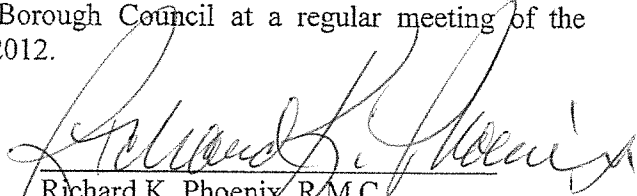
  
Council Member

Introduced: December 10, 2012

Adopted: December 10, 2012

**CERTIFICATION**

I, Richard, K. Phoenix, Municipal Clerk of the Borough of North Plainfield, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough Council at a regular meeting of the Borough Council held on December 10, 2012.



Richard K. Phoenix, R.M.C.  
Borough Clerk, Borough of North Plainfield

RESOLUTION NO. 91-2012

RESOLUTION OF THE PLAINFIELD MUNICIPAL UTILITIES AUTHORITY  
APPROVING A SOLID WASTE CONTRACT WITH THE BOROUGH OF NORTH  
PLAINFIELD AND RATIFYING A SOLID WASTE CONTRACT WITH THE  
TOWNSHIP OF GREEN BROOK

**WHEREAS**, The Plainfield Municipal Utilities Authority (the "Authority") is a public body corporate and politic of the State of New Jersey and was created by the Plainfield City Council pursuant to Ordinance MC-1995-19 and in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq. (the "MUA Law"), to implement and operate a municipal utilities authority which will provide certain solid waste and sewerage services to the inhabitants of the City of Plainfield (the "City"); and

**WHEREAS**, in furtherance of the Authority's goals to fully utilize its Transfer Station and provide services to communities outside of the City of Plainfield, staff of the Authority entered into negotiations with the Borough of North Plainfield and the Township of Green Brook, who were seeking assistance with respect to provision of services regarding its Type 13 and Type 23 Waste; and

**WHEREAS**, the Borough of North Plainfield requested to enter into a Shared Services Agreement for Type 13 and 23 Waste, commencing on January 1, 2013 and the Township of Green Brook requested to enter into a Shared Services Agreement for Type 23 Waste, commencing on October 15, 2012; and

**WHEREAS**, the Authority is authorized to enter into such Shared Services Agreements with the Borough of North Plainfield and the Township of Green Brook under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq. and the recent approvals received by the Authority from the Department of Environmental Protection; and

**WHEREAS**, staff has entered into a one year Agreement with the Township of Green Brook on behalf of the Authority and desires to enter into a one year Agreement with the Borough of North Plainfield on behalf of the Authority, effective January 1, 2013, and said terms and conditions of the Agreements, have been reviewed and approved by the Authority's In-House Counsel; and

WHEREAS, staff seeks ratification from the Board of the contract entered into with the Township of Green Brook and approval of an Agreement with the Borough of North Plainfield as discussed.

NOW, THEREFORE, BE IT RESOLVED by the Plainfield Municipal Utilities Authority as follows:

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Authority hereby approves and ratifies, as applicable, the one year Agreements between the Authority and the Borough of North Plainfield and the Township of Green Brook, as discussed by staff.

3. A copy of this Resolution shall be available for public inspection at the offices of the Plainfield Municipal Utilities Authority.

4. This Resolution shall take effect immediately.

RECORDED VOTE:

REGULAR MEMBERS	YES	NO	ABSTAIN	NOT PRESENT	ALTERNATE PRESENT NOT VOTING
Carol Ann Brokaw	x				
Rev. Tracey Brown	x				
Malcolm R. Dunn	x				
Harold Mitchell	x				
Alex Toliver	x				
ALTERNATE MEMBERS					
Cecil H. Sanders, Jr. (#2)					x

The following Resolution is a true and complete copy of a Resolution of the Plainfield Municipal Utilities Authority adopted at a Regular Rescheduled Meeting thereof duly called and held on Thursday, November 8, 2012.

  
 \_\_\_\_\_  
 CAROL A. BROKAW, SECRETARY