

**RESOLUTION 12-189A**

**AUTHORIZING THE MUNICIPAL CLERK AND MAYOR TO EXECUTE  
A SOLID WASTE SHARED SERVICE AGREEMENT  
BETWEEN THE PLAINFIELD MUNICIPAL UTILITIES AUTHORITY AND THE BOROUGH OF  
SOUTH PLAINFIELD FOR AN AMOUNT NOT TO EXCEED \$345.00 PER PULL**

**WHEREAS**, the Shared Services Act, N.J.S.A. 40:8A-1 et seq. permits municipalities of the State of New Jersey to enter into contracts with other governmental entities for the joint provision of municipal services; and

**WHEREAS**, the Mayor and Council of the Borough of South Plainfield have determined that it is in the best interest of the Borough of South Plainfield to enter into a Shared Services Agreement with the Plainfield Municipal Utilities Authority for the provision of solid waste services for the term commencing June 18, 2012 until June 17, 2013 unless this Agreement is renewed for another annual term or terminated as provided in the attached agreement; and

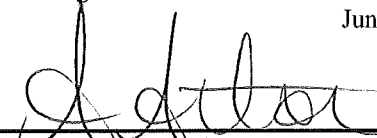
**WHEREAS**, the service to be provided by the Plainfield Municipal Utilities Authority to the Borough of South Plainfield is detailed in the attached agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of South Plainfield as follows:

1. The Borough of South Plainfield does hereby enter into an agreement with the Plainfield Municipal Utilities Authority for the provision of solid waste services.
2. The Mayor and Borough Clerk are hereby authorized to execute the attached agreement.
3. An executed copy of the agreement along with the authorizing resolution shall be forwarded to the Plainfield Municipal Utilities Authority and a copy is also to be submitted to the Director of South Plainfield Public Works Department.
4. The cost for such services shall not exceed \$345.00 per pull.

COUNCIL	MOTION	2 <sup>ND</sup>	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Barletta			x				
Councilman Bengivenga			x				
Councilman Frank			x				
Councilman McConville	x		x				
Councilman White							x
Council President Rusnak		x	x				
		<b>VOTE:</b>	<b>5</b>	<b>0</b>			
<b>Mayor Anesh – TIE ONLY</b>							

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Borough Council of South Plainfield Borough on  
June 18, 2012.

  
 \_\_\_\_\_  
 Amy Antonides, RMC/CMC  
 Municipal Clerk – South Plainfield Borough

**SHARED SERVICES AGREEMENT FOR  
SOLID WASTE SERVICES**

THIS AGREEMENT made this 14th day of June, 2012 by and between the Borough of South Plainfield, a public body politic of the State of New Jersey, having its principal offices at 405 Spicer Avenue, South 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 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 Authority shall provide the Borough with a 30 cubic yard container for the placement by the Borough, of Vegetative Waste and Wood generated in the Borough.

The Vegetative Waste and Wood shall not be commingled with any putrescible Type 10 Waste or any other Waste materials, except for de minimus quantities. A de minimus amount equals 1% or less of the total load. The container of Vegetative Waste and Wood shall be collected by the Authority for processing, composting and ultimate disposition by the Authority, in accordance with applicable law, in accordance with a collection schedule to be agreed to by the Parties.

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 number of containers collected by the Authority

from the Borough of Vegetative Waste and Wood for that month, multiplied by a per container fee of \$345 per pull.

b. Monthly Invoice. The Authority shall provide the Borough with a monthly Invoice which shall identify the dates of each collection and the number of containers collected by the Authority for the month of service. 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 June, 2012, and shall be renewable each year hereafter, on such terms and conditions as agreed by the Parties, unless terminated 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 damaged 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, ordinances and codes, with respect to the performance of its obligations under this Agreement.

8. Coordinating 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

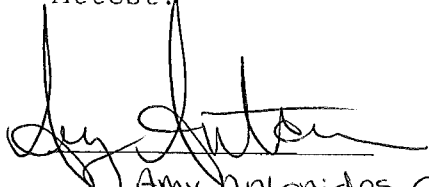


unenforceability shall not affect the validity of the remainder of this Agreement.

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.

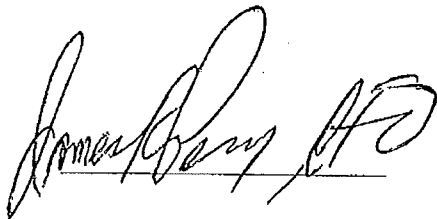
BOROUGH OF SOUTH PLAINFIELD

Attest:

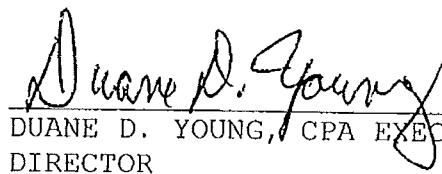
  
Amy Antonides, Clerk

  
Matthew Anesh, Mayor

Attest:



PLAINFIELD MUNICIPAL  
UTILITIES AUTHORITY

  
DUANE D. YOUNG, CPA EXECUTIVE  
DIRECTOR