

**SHARED SERVICES AGREEMENT FOR
TYPE 13 SOLID WASTE SERVICES**

THIS AGREEMENT made this 18th day of December, 2012 by and between the Township of Scotch Plains a public body politic of the State of New Jersey, having its principal offices at 430 Park Avenue, Scotch Plains, New Jersey (the "Township") 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 Township 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 Township and the Authority desire to enter into an agreement whereby the Authority will provide the Township with certain solid waste services regarding Type 13 Waste generated in the Township, 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.**

Type 13 Waste Services. For purposes of this Agreement, ~~Type 13 Waste shall mean and include the following: large items~~ of waste material referred to as Type 13 Waste under N.J.A.C. 7:26-2.13(g)1.iii. Specifically excluded from this definition are building waste materials and rubble resulting from construction and demolition operations on structures. Also excluded are automobiles, trucks, vehicles, and vehicle parts. Designated Bulky Waste materials include but are not limited to:

furniture, tires and appliances. The Authority shall provide access to the Authority's Rock Avenue Transfer Station/Material Recovery Facility to authorized vehicles from the Township, for delivery and drop off of Type 13 Waste. The Waste materials shall be "tare" weighed as vehicles enter and leave the Rock Avenue Facility for appropriate weight of materials delivered. The Parties shall agree to a delivery schedule convenient to both Parties.

Type 13 Waste delivered to the Authority by the Township will be transferred, processed and transported by the Authority for final processing, composting and ultimate disposition as applicable and authorized by law.

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

a. Monthly Service Fee. The Township shall pay the Authority a monthly service fee which shall be based upon the total monthly Type 13 tonnage delivered by the Township to the Authority at the Rock Avenue Facility, multiplied by a fee of \$84.00 per ton. This \$84.00 fee represents a disposal cost of \$81.00 per ton and the New Jersey Recycling Surcharge of \$3.00 per ton. No charge shall be assessed unless the Authority disposes of waste pursuant to this agreement.

It is further understood that the Authority reserves the right to increase the service fee hereinabove agreed upon by the parties as reflected in Paragraph 2 of this agreement. The Authority further agrees that any such contemplated increase will only be implemented where the Authority is required to offset unforeseen fees, expenses and/or charges not contemplated by the parties at the time of execution of the agreement.

PROVIDED HOWEVER, that before any such proposed increase becomes effective, a written thirty (30) day notice shall be forwarded to the Township. Upon the expiration date of said notice, the Township shall pay the adjusted amount thereafter and shall make payments in accordance with the existing payment schedule and dates as herein before described in this agreement.

Notwithstanding any language to the contrary in this agreement, nothing herein shall prevent the Township from exercising its right to terminate this agreement as set forth in Paragraph 4, nor shall the obligation(s) of the parties be modified during any contemplated termination of this agreement.

b. Monthly Invoice. The Authority shall provide the Township with a monthly Invoice during the week following the last day of the month service. The Invoice shall identify the total tonnage delivered by the Township in the prior month.

Payment shall be submitted by the Township 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 November 1st, 2012, 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 Township 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 Township 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 Township pursuant to Resolution passed by the Township 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:

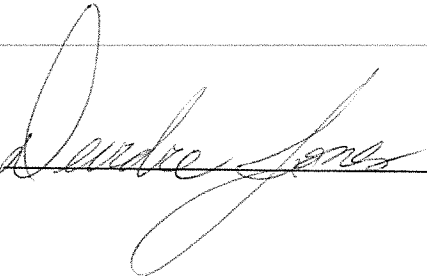
TOWNSHIP OF SCOTCH PLAINS





ATTEST:

PLAINFIELD MUNICIPAL
UTILITIES AUTHORITY





DANIEL A. WILLIAMSON,
EXECUTIVE DIRECTOR

Explanation: This Resolution authorizes the Municipal Manager and Township Clerk to execute a Shared Service Agreement with the Plainfield Municipal Utilities Authority (PMUA) for the disposal of Type 13 and Type 23 solid waste.

TOWNSHIP OF SCOTCH PLAINS

RESOLUTION NO. 2012 -202

WHEREAS, the Township of Scotch Plains desires to enter into a Shared Service Agreement with the Plainfield Municipal Utilities Authority (PMUA) for the disposal of Type 13 and Type 23 solid waste; 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; and

WHEREAS, this contract is awarded without public advertisement or competitive bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Scotch Plains, in the County of Union, State of New Jersey, that the Municipal Manager and Township Clerk are hereby authorized to execute a Shared Service Agreement with the Plainfield Municipal Utilities Authority (PMUA) for the disposal of disposal of Type 13 and Type 23 solid waste.


Dated: December 18, 2012

RECORD OF VOTE

| COUNCILMEMBER | YES | NO | NV | AB | COUNCILMEMBER | YES | NO | NV | AB |
|--|-----|----|----|----|---------------|-----|----|----|----|
| GLOVER | X | | | | VASTINE | X | | | |
| MARCUS | X | | | | MAYOR DEPAOLA | X | | | |
| SARIDAKI | X | | | | COMMENT | | | | |
| MOTION | | | | | SECOND | | | | |
| X- INDICATES VOTE AB- ABSENT NV-NOT VOTING | | | | | | | | | |

Certified copy of a resolution adopted
at a regular meeting of the Township
Council of the Township of Scotch Plains,
Union County, New Jersey on

December 18, 2012


Bozena Lacina, RMC
Municipal Clerk

RESOLUTION NO. 33-2013

RESOLUTION OF THE PLAINFIELD MUNICIPAL UTILITIES AUTHORITY
APPROVING AND RATIFYING A SOLID WASTE CONTRACT WITH THE
TOWNSHIP OF SCOTCH PLAINS

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 Township of Scotch Plains (the "Township") regarding their Type 13 and Type 23 Waste, and subsequently entered into one year Agreements with the Township for the provision of drop off services regarding its Type 13 and Type 23 Waste effective November 1, 2012 and the provision of container service for Type 23 Waste effective November 13, 2012; and

WHEREAS, the Authority is authorized to enter into Shared Services Agreements 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, the Staff seeks approval and ratification from the Board for the contracts that were previously entered into with the Township 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 the one year Agreements between the Authority and the Township of Scotch Plains, as discussed by staff.

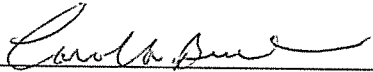
3. A copy of this Resolution shall be available for public inspection at the offices of the Plainfield Municipal Utilities Authority.

4. This Resolution shall take effect immediately.

RECORDED VOTE:

| REGULAR MEMBERS | YES | NO | ABSTAIN | NOT PRESENT | ALTERNATE PRESENT NOT VOTING |
|-----------------------|-----|----|---------|-------------|------------------------------|
| Carol Ann Brokaw | x | | | | |
| Malcolm R. Dunn | x | | | | |
| Harold Mitchell | x | | | | |
| Cecil H. Sanders, Jr. | x | | | | |
| Alex Toliver | | | | x | |
| ALTERNATE MEMBERS | | | | | |
| Charles U. Eke (#1) | x | | | | |

The following Resolution is a true and complete copy of a Resolution of the Plainfield Municipal Utilities Authority adopted at the Regular Meeting thereof duly called and held on Tuesday, March 12, 2013.



CAROL A. BROKAW, SECRETARY