

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: ATLANTIC COUNTY UTILITIES AUTHORITY COUNTY: ATLANTIC

RECIPIENT: EGG HARBOR TOWNSHIP COUNTY: ATLANTIC

BRIEF DESCRIPTION OF SERVICE:

SHARED SERVICES AGREEMENT FOR RECYCLING COLLECTION SERVICES

EFFECTIVE DATE: 1/1/2015

EXPIRATION DATE: 12/31/2019

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.

Egg Harbor Township

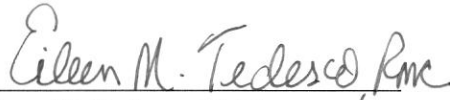
Resolution No.260
2015

**RESOLUTION AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT
FOR RECYCLING COLLECTION SERVICES WITH ATLANTIC COUNTY UTILITIES AUTHORITY**

WHEREAS, the Township of Egg Harbor and the Atlantic County Utilities Authority are desirous to have a shared services agreement for recycling collection services;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Egg Harbor, County of Atlantic and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute a Shared Services Agreement for recycling collection services, a copy of which is attached hereto and incorporated herein, with the Atlantic County Utilities Authority, for the period of January 1, 2015 through December 31, 2015 and shall then automatically extend for additional periods of one year effective January 1, 2016 through December 31, 2019 at an increase in cost not greater than the percentage increase in the CPI-U for the Philadelphia SMSA of October of the contract year over October of the preceding year as set forth in the draft agreement attached hereto.

Dated: June 24, 2015


Eileen M. Tedesco, RMC
Township Clerk

Attachment

**SHARED SERVICES AGREEMENT BETWEEN
ATLANTIC COUNTY UTILITIES AUTHORITY
AND
TOWNSHIP OF EGG HARBOR
FOR RECYCLING COLLECTION SERVICES**

This agreement, made this 21st of May, 2015 by and between the TOWNSHIP of Egg Harbor, a municipal corporation of the State of New Jersey with principal offices located at Township Hall, 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereafter, the **TOWNSHIP**) and the Atlantic County Utilities Authority with offices located 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the **AUTHORITY**),

WITNESSETH:

WHEREAS, the **AUTHORITY** operates a recycling program, a yard waste composting facility, and a landfill for the disposal of solid waste; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and municipal utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the municipal utilities authority, which term includes recycling facilities; and

WHEREAS, the **TOWNSHIP** and the **AUTHORITY**, by resolutions in the case of the **AUTHORITY** and Ordinance in the case of the **TOWNSHIP** duly adopted by their respective governing bodies, wish to enter an agreement pursuant to which the **AUTHORITY** will provide the following services as set forth below;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. The term recycling collection services is defined, for the purposes of this Agreement,

as the collection of cartons, newspaper, magazines, unwanted mail, computer paper, envelopes, telephone books, paperback books, brown paper bags, catalogs, cardboard, glass bottles and jars, steel (tin) cans, aerosol cans, empty paint cans without lids, plastic bottles and containers numbered one through seven, and aluminum cans which material will be acceptable for delivery and transfer at the Recycling Center located at 6700 Delilah Road in Egg Harbor Township, New Jersey.

2. The **AUTHORITY** will provide all labor and equipment necessary to perform bi-weekly residential recycling collection services and weekly commercial recycling services throughout and on behalf of the **TOWNSHIP**. It is the intent of the parties that the **AUTHORITY** will continue to provide recycling services to the residents and businesses of the **TOWNSHIP** in the manner in which they are currently being provided based on the existing schedule of Monday through Friday. If the collection day falls on a national (Federal) holiday, the collections will be performed as scheduled with the exception of Thanksgiving, Christmas and New Year's Day. The **TOWNSHIP** will pay \$570,821 annually for this service.

3. The **AUTHORITY** will forward statements to the **TOWNSHIP** on or before the second week of each month for collections made the preceding month, and the **TOWNSHIP** will pay all invoices within 60 days of presentation of the appropriate vouchers or other documentation necessary to process payment. All bills not paid within 60 days of presentation shall bear interest at the rate of 1 ½% per month (18% per annum) from the date of presentation until paid.

4. The **AUTHORITY** and the **TOWNSHIP** will cooperate in the development of advertisements and press releases. The **TOWNSHIP** shall take appropriate steps to advise residents of the following collection requirements, which must be met in order for the **AUTHORITY** to collect recyclables in the **TOWNSHIP**.