

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: LOWER ALLOWAYS CREEK TWP COUNTY: SALEM

RECIPIENT: MANNINGTON TOWNSHIP COUNTY: SALEM

BRIEF DESCRIPTION OF SERVICE:

TRASH & RECYCLING COLLECTION SERVICE

EFFECTIVE DATE: 1/1/2018

EXPIRATION DATE: 12/31/2018

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.

**A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIPS OF
LOWER ALLOWAYS CREEK, THE TOWNSHIP OF ELSINBORO AND THE
TOWNSHIP OF MANNINGTON FOR JOINT TRASH AND RECYCLING
COLLECTION SERVICES FOR THE YEAR 2018**

WHEREAS, the Township's of Lower Alloways Creek, Elsinboro and Mannington (known as TOLACEM) desire to enter into a Shared Services Agreement for Joint Trash and Recycling Collection Services; and

WHEREAS, it is deemed to be in the public interest of and a benefit to the residents of the said Townships that a Shared Services Agreement be entered into for such purposes, pursuant to N. J. S. A. 40A:65-4 et seq.

NOW, THEREFORE, the Township of Lower Alloways Creek (hereinafter referred to as LAC or Lower Alloways Creek), the Township of Elsinboro (hereinafter referred to as Elsinboro), and the Township of Mannington (hereinafter referred to as Mannington), all municipalities in the County of Salem, State of New Jersey, hereby agree as follows:

ORGANIZATION

1. Each municipality which is a party to this agreement shall appoint an elected official to serve as that municipality's representative on a joint committee composed of three representatives of the afore mentioned municipalities to supervise and schedule services performed pursuant to this agreement. It is the responsibility of each municipality to notify its residents of the name of the responsible official and to advise said residents that all complaints shall be done through each municipality's respective official. The elected officials will then be authorized to make contact with the Superintendent of Public Works of Lower Alloways Creek, or his/her designee.
2. The Mayors of the Township's of Elsinboro, Mannington and Lower Alloways Creek be and are hereby authorized and directed to execute this Shared Services Agreement for and on behalf of their municipalities and the Township Clerk of each municipality is hereby authorized and directed to attest to this A Shared Services Agreement and to affix the corporate seal of the Township thereto. When so executed and adopted by resolution by each Township Committee party to this agreement, said agreement shall be a valid and legally binding agreement upon all municipalities in accordance with the terms thereof.
3. During the month of November, representatives of the three Township Committees shall meet to review this contract and discuss its renewal or extension.
4. Upon the execution of this agreement, the so named representing officials of each of the municipalities are hereby authorized and directed to make and perform any and all acts necessary to carry out said agreement.
5. This agreement shall be effective January 1, 2018, through December 31, 2018, unless otherwise subsequently agreed by all parties.
6. Once executed by all municipalities, no individual municipality can separate itself from this agreement until the end of its term.

COLLECTION TERMS AND CONDITIONS

1. Trash and Recycling materials shall be placed in proper containers at the roadside of the residents of said Townships. Household Trash and Recycling materials placed for collection in a container should not weigh more than fifty (50) pounds. Trash and Recycling collection personnel will not be required to load or accept any container exceeding this limit.
 2. LAC will provide collection and removal of Bulk items, provided that said items are placed at roadside. LAC will have five (5) days of said collection each month (Bulk Week), and Elsinboro will have two (2) days of collection each month (Bulk Week) per notifications to residents of each municipality. Mannington will provide for its own bulk collection.
 3. Trash collected from the residents of the Townships are a party hereto and as heretofore stated, shall be deposited in the Salem County Utilities Authority Landfill.
 4. Each municipality shall pay its own tipping fees, as set forth by the Salem County Utilities Authority, to the Salem County Utilities Authority.
 5. LAC will provide trash and recycling collection trucks to collect trash and recycling items according to the following schedule so agreed upon by the municipalities:
 - (A). Elsinboro – Trash every Monday, Bulk the first full week of the month on Thursday and Friday (no less than 2 days)
 - (B). LAC – Trash every Tuesday, Bulk the last week of the month (no less than 5 days)
 - (C). Mannington – Trash every Wednesday (handles Bulk themselves)
 - (D). Recyclables shall be collected every other week throughout the year on the same day as trash collection is scheduled as follows:
 1. Elsinboro and Mannington Townships’ recyclables shall be collected within the same week
 2. Lower Alloways Creek Township’s recyclables shall be collected in a week opposite of Elsinboro and Mannington Townships

In all cases as a “Single Stream” (all household types of recyclables mixed together, also known as Fully Commingled)

 - (E). Dumpsters shall be serviced on Thursdays
6. All Trash and Recyclables shall be placed at roadside by 7:00 a.m. October through April and at roadside by 6:00 a.m. May through September

HOLIDAYS

No Trash, Recycling or Bulk collection will be provided, even if it falls on a regularly scheduled day, on the following holidays observed by the Township of Lower Alloways Creek:

- | | |
|---------------------------------|----------------------------------|
| 1. New Year’s Day - January 1 M | 6. Columbus Day – Oct 8 M |
| 2. Good Friday – March 30 F | 7. Veteran’s Day – Nov 12 M |
| 3. Memorial Day – May 28 M | 8. Thanksgiving Day –Nov 22 Th |
| 4. Independence Day – July 4 W | 9. Day after Thanksgiving Nov 23 |
| 5. Labor Day – Sept 3 M | 10. Christmas Day- Dec 25 T |

Trash and or Recycling collections when falling on a Holiday will be scheduled for the next available day, but in no instance the same day as is a regularly scheduled day for any other municipality. Bulk pickups if falling on a holiday will be scheduled for the Wednesday proceeding the regular Thursday pickup day.

ADDITIONAL RECYCLING TERMS AND CONDITIONS

The name of the Cooperative Recycling Program of Elsinboro, Lower Alloways Creek and Mannington shall be **TOLACEM REGIONAL RECYCLING COALITION** and referred to in this agreement as the Recycling Coalition.

1. The parties hereto appoint the Township of Lower Alloways Creek as their authorized agent for the coordination and management of the Recycling Program and to apply for and manage and administer all grants for the Recycling Coalition and for the Recycling Program.
2. Each Township which has adopted an ordinance requiring mandatory recycling, will keep that ordinance in effect throughout the duration of this agreement without alteration unless the change is approved by all parties to this agreement.
3. Each Township shall take all reasonable steps necessary for the enforcement of the Recycling Ordinance, including the filing and prosecution of a complaint in its municipal court for violations, when reasonable efforts of persuasion have failed to obtain compliance by any resident.
4. Lower Alloways Creek shall maintain and operate a recycling center within its municipality using its employees
5. The collection, removal and disposal of waste paper products, glass, aluminum, plastic, magazines, trash, debris and large objects shall be supervised by the Superintendent of Public Works of Lower Alloways Creek, or his/her designee, who shall have the power to establish the time, method and routes of service. Special items or large item pickup shall be established by the Superintendent of Public Works of Lower Alloways Creek, or his/her designee.
6. Lower Alloways Creek as part of its operation of the recycling center shall become the owner of all solid waste items that are picked up by it in any of the Townships, which have been placed at curbside by residents pursuant to the respective ordinances regarding waste separation and collection that have been adopted by each of the municipalities. Lower Alloways Creek shall have complete custody and control in the sale or other disposition of solid waste items. Sales of the items shall be made in its name and the receipts shall be retained by it. Sale receipts for recycling are reimbursed by LAC Township in the following year's budget figures. An itemized annual report of such sales shall be issued by Lower Alloways Creek to all parties for each calendar year.
7. The Township of Lower Alloways Creek shall purchase all supplies, structures and equipment used for the operation of the recycling program. Such supplies, structures and equipment shall be titled in the name of the Township of Lower Alloways Creek and shall remain its property during and after the term of this Agreement.

8. The Recycling portion of this agreement could be subject to renegotiation if at any time the Markets for the recyclable materials change due to loss of market, change in location, increased costs, or in the event it becomes necessary to pay to dispose of recyclables.
9. The schedule for pick up of recyclable materials shall be as per the agreed schedule for each municipality.

SCHEDULE OF PAYMENTS

1. Payments to LAC shall be based on the Projected Cost Schedule agreed to by the Coalition’s representatives and shall be attached to this agreement. In consideration of the performance of the terms of this agreement, Elsinboro and Mannington shall pay LAC, by the last day of each quarter (March 31, June 30, September 30 and December 31), an amount pursuant to the following schedule which shall be adjusted as necessary for subsequent fiscal years of this agreement:

	2018	Total	Quarterly
	Elsinboro	\$97,450.00	\$ 24,362.50
	Mannington	\$ 85,790.00	\$ 21,447.50
	LAC	\$ 116,310.00	\$ 29,077.50

2. In the event a municipality does not renew in a subsequent year, participation in the Shared Services Agreement for Trash and Recycling collection. That municipality agrees to provide payment for any shortfall of funds for the last year of participation in the Coalition, based on the municipality’s percentage of participation in the Coalition agreed to in the last year it participates.

END OF YEAR RECONCILIATIONS WITH RESPECT TO ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE.

1. At the end of each fiscal year (Dec 31), the accounts receivable will be set-off against the accounts payable for each participating Township, with any net receivable thereof to be paid to LAC by the Townships of Elsinboro and Mannington. The Townships may elect to:

- (a). make a direct one-time payment.
- (b). add the net receivable to the subsequent year’s quarterly payments.

2. In the event that there is not a net receivable but instead there is a net payable, LAC shall pay the net payable to the Townships of Elsinboro and or Mannington. The Townships may elect to:

- (a). to have the net payable applied to reduce the subsequent years quarterly payment(s) by the net payable amount.
- (b). have the net payable held by LAC as a True-Up Retention towards future reconciliations.

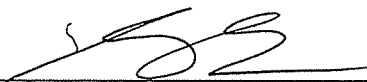
3. By the expiration of sixty (60) days after the Closing of the fiscal year (Dec 31), the parties shall reconcile the accounts receivable and accounts payable and shall arrange to provide any required amounts as determined by such reconciliation as provided above.

AUTHORIZING SIGNATURES

BE IT FURTHER RESOLVED that, Elsinboro Township, Lower Alloways Creek Township and Mannington Township have agreed to the terms, conditions and scheduling memorialized within this Shared Services Agreement for Trash and Recycling Services in 2018; and,

BE IT FURTHER RESOLVED that, the Township Committees of Elsinboro, Lower Alloways Creek, and Mannington have previously authorized the Mayors and Clerks of each participating Township to execute a Shared Services Agreement for Trash and Recycling Services between Elsinboro Township, Mannington Township and Lower Alloways Creek Township.

THEREFORE, the Mayors and Clerks of each participating Township have so signed below.

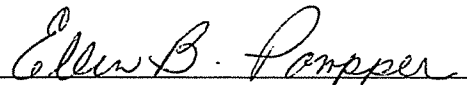


Mayor, Elsinboro Township




Clerk, Elsinboro Township

Date: 1/1/18




Mayor, Lower Alloways Creek

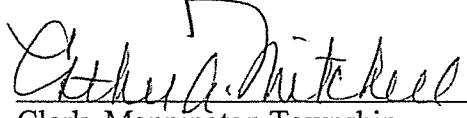


Clerk, Lower Alloways Creek

Date: 12-19-17



Mayor, Mannington Township



Clerk, Mannington Township

Date: 1-8-2018

TOWNSHIP OF LOWER ALLOWAYS CREEK

RESOLUTION 2017- 115

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND BETWEEN ELSINBORO TOWNSHIP, MANNINGTON TOWNSHIP AND LOWER ALLOWAYS CREEK TOWNSHIP FOR TRASH AND RECYCLING COLLECTION SERVICES IN 2018

WHEREAS the Township Committee of the Township of Lower Alloways Creek desires to continue a Shared Services Agreement for Trash and Recycling Services with Elsinboro and Mannington Townships, and;

WHEREAS, municipalities can enter into such Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 et seq., and;


WHEREAS, the three Townships have agreed to the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2018.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Lower Alloways Creek hereby authorizes the Mayor and Clerk to execute a Shared Services Agreement for Trash and Recycling Services with and between Elsinboro Township, Mannington Township and Lower Alloways Creek Township with the following cost sharing agreement;

2018	Total	Quarterly
Elsinboro	\$97,450.00	\$ 24,362.50
Mannington	\$ 85,790.00	\$ 21,447.50
LAC	\$ 116,310.00	\$ 29,077.00

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Clerks of the Township of Elsinboro, the Township of Mannington and the Superintendent of Public Works for Lower Alloways Township.

I hereby certify that this is a true copy of the resolution passed at a meeting of the Township Committee of the Township of Lower Alloways Creek on December 19, 2017.



Ronald L. Campbell Sr. Clerk

ADOPTED: December 19, 2017

**ELSINBORO TOWNSHIP
SALEM COUNTY, NEW JERSEY
RESOLUTION (2017-55)**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND BETWEEN
MANNINGTON TOWNSHIP, LOWER ALLOWAYS CREEK TOWNSHIP AND ELSINBORO
TOWNSHIP FOR TRASH COLLECTION AND RECYCLING SERVICES IN 2018**

WHEREAS, the Township of Lower Alloways Creek, Elsinboro, and Mannington desire to enter into an agreement relating to joint trash collection and recycling; and

WHEREAS, municipalities can enter into such Shared Services Agreement pursuant to NJSA 40A:65-4 et seq., and

WHEREAS, the three Townships have agreed the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2018.

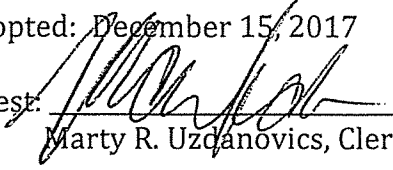
WHEREAS, it is deemed to be in the public interest and advantage of the citizens of the said Townships that an Agreement be entered into for such purposes.


NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Elsinboro Township that the Mayor and Clerk are hereby authorized to execute a "Shared Services Agreement Between the Township of Lower Alloways Creek, the Township of Elsinboro, and the Township of Mannington for Recycling of Solid Waste and Joint Trash Collection Services" with the following cost sharing agreement;

	Total	Quarterly
Elsinboro Township	\$ 97,450.00	\$24,362.50
Mannington	85,790.00	21,447.50
LAC	116,310.00	29,077.00

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Clerks of the Township of Mannington and the Superintendent of Public Works for Lower Alloways Creek Township.

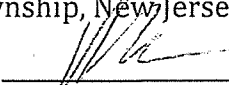
Adopted: ~~December 15, 2017~~

Attest: 
Marty R. Uzdhanovics, Clerk


Sean Elwell, Mayor

CERTIFICATION

I hereby certify that this is a true copy of a resolution adopted by the Township Committee of the Township of Elsinboro at a special meeting on December 15, 2017 at the Emergency Management Building, Elsinboro Township, New Jersey.


Marty R. Uzdhanovics, Clerk

TOWNSHIP OF MANNINGTON

A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND BETWEEN ELSINBORO TOWNSHIP, MANNINGTON TOWNSHIP AND LOWER ALLOWAYS CREEK TOWNSHIP FOR TRASH AND RECYCLING COLLECTION SERVICES IN 2018

WHEREAS the Township Committee of the Township of Mannington desires to continue a Shared Services Agreement for Trash and Recycling Services with Elsinboro and Lower Alloways Creek Townships, and;

WHEREAS, municipalities can enter into such Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 et seq., and;

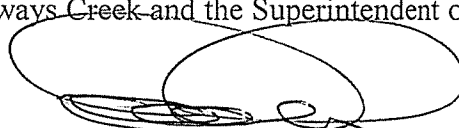
WHEREAS, the three Townships have agreed to the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2018.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Mannington hereby authorizes the Mayor and Clerk to execute a Shared Services Agreement for Trash and Recycling Services with and between Elsinboro Township, Mannington Township and Lower Alloways Creek Township with the following cost sharing agreement;


	2018	Total	Quarterly
	Elsinboro	\$ 97,450.00	\$24,362.50
	Mannington	\$ 85,790.00	\$21,447.50
	LAC	\$116,310.00	\$29,077.50

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Clerks of the Township of Elsinboro, the Township of Lower Alloways Creek and the Superintendent of Public Works for Lower Alloways Creek Township.

Date: January 8, 2018


Donald C. Asay, Mayor

ATTEST:


Esther A. Mitchell, Clerk

CERTIFICATION

I hereby certify that this is a true copy of the resolution passed at a meeting of the Township Committee of the Township of Mannington on January 8, 2018


Esther A. Mitchell, Clerk