

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Ocean County Prosecutors Office COUNTY: Ocean

RECIPIENT: Township of Jackson COUNTY: Ocean

BRIEF DESCRIPTION OF SERVICE:

AUTHORIZE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN FOR COUNTY RECYCLING CENTER USE AND REVENUE SHARING AGREEMENT RESOLUTION NO. 346R-14

EFFECTIVE DATE: JANUARY 1, 2015

EXPIRATION DATE: DECEMBER 31, 2019

Please submit this cover sheet with shared service agreement either via email to EKG@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.

RESOLUTION OF THE TOWNSHIP OF JACKSON
 JACKSON, NEW JERSEY

RESOLUTION NUMBER: 346R-14 DATE OF ADOPTION: 10-14-14

TITLE: AUTHORIZE THE APPROVAL OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF JACKSON AND THE COUNTY OF OCEAN FOR COUNTY RECYCLING CENTER USE AND REVENUE SHARING AGREEMENT JANUARY 1, 2015 THROUGH DECEMBER 31, 2019

Council Member: Updegrave presents the following resolution.

Seconded by Bressi 1 of 1


WHEREAS, the Township Council is desirous of meeting their recycling goals established by the mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.11 et. seq., and the Ocean County Recycling Plan; and

WHEREAS, the County of Ocean has proposed to share 50% of the net revenue it receives from the operation of the Ocean County Materials Processing Facility with those municipalities, which agree to deliver to the County recycling centers all required recyclables; and

WHEREAS, the County of Ocean has offered a proposed Recycling Center Use and Revenue Sharing Agreement for the period January 1, 2015 through December 31, 2019.


NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey as follows:

1. That the Township Council hereby formally accepts the proposed Shared Services Agreement for Ocean County Recycling Center Use and Revenue Sharing between the Township of Jackson and the County of Ocean, under the terms and conditions noted thereon.
2. That the Mayor is hereby authorized to execute said Agreement.
3. That upon adoption of the within Resolution the Clerk is authorized and directed to forward a certified copy to Ernest J. Kuhlwein, Jr. (Director, Ocean County Department of Solid Waste), Township Administrator, Chief Financial Officer, Director of Public Works, Recycling Coordinator and any other interested parties.


 ANN MARIE EDEN, R.M.C.
 TOWNSHIP CLERK

DATED: 10-14-14

RECORD OF VOTE				COUNCIL VICE PRES.	COUNCIL PRESIDENT
TOWNSHIP COUNCIL	Kenneth Bressi	Scott Martin	Ann Updegrave	Barry Calogero	Rob Nixon
YES	✓	✓	✓	✓	✓
NO					
ABSTAIN					
ABSENT					

I, Ann Marie Eden, Municipal Clerk of the Township of Jackson in the County of Ocean, hereby certify that the above is a true copy of a Resolution adopted by the Township Council on the 14th day of October 2014. 

**OCEAN COUNTY
RECYCLING CENTER USE
AND REVENUE SHARING AGREEMENT**

THIS AGREEMENT made and entered into this ____ day of ____ by ____ and between *Township of JACKSON* (hereinafter Municipality) and the **OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**, with offices at the Ocean County Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754 (hereinafter County).

WHEREAS, it is the aim of the County to reduce the amount of solid waste generated in Ocean County through recycling programs and municipal solid waste composting in order to decrease dependence on landfills while providing reliable, environmentally sound and economical methods of waste management; and

WHEREAS, The County has adopted a Recycling Plan for the Ocean County Solid Waste District pursuant to the provisions of the Statewide Mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.11 et seq., and the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq.; and said Plan has received the approval of the Commissioner of the New Jersey Department of Environmental Protection as required by law; and

WHEREAS, The County currently owns and operates two (2) County Recycling Centers for the receipt, processing and marketing of source separated commingled recyclable materials located at 800 Towbin Ave, Lakewood, New Jersey and 379 Haywood Road, Stafford Township, New Jersey, respectively known as the Northern and Southern Ocean County Recycling Centers; and

WHEREAS, The County desires to provide assistance to all municipalities located within the County in meeting their recycling goals as established by the

Mandatory Source Separation and Recycling Act and the Ocean County Recycling Plan;
and

WHEREAS, The County wishes to share fifty (50) percent of the net revenue it receives from the operation of the Ocean County Materials Processing Facility with those municipalities which agree to deliver to the County all recyclable materials set forth on Schedule A attached hereto generated from residential sources within their municipalities. These municipal revenue sharing payments will be made twice per year provided that revenues are available for distribution from the previous six month Facility operating period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

SECTION 1: FACILITY LOCATIONS AND OTHER PERTINENT INFORMATION

The County, through the operation of its Northern and Southern Recycling Centers, has facilities capable of receiving up to 300 tons per day on an average daily basis of recyclable materials subject to the rules and requirements set forth in Schedule

B. The location of the Recycling Centers and other pertinent information is as follows:

- A. Northern Recycling Center
 - Location: 800 Towbin Ave., Lakewood, NJ
 - Telephone: (732) 367-0802
 - Contact: John Pallen
 - Hours of Operation: 7:30 AM to 3:00 PM - . Monday through Friday

- B. Southern Recycling Center
 - Location: 379 Haywood Road, Manahawkin, NJ
 - Telephone: (609) 978-0913

Contact: William Bernstein
Hours of Operation: 7:30 AM to 3:00 PM - Monday through Friday

SECTION 2: ASSURANCE OF USE

A. The County shall make available to the Municipality or its designated hauler the regular, uninterrupted use of the County's recycling centers for the delivery of the recyclable materials set forth on Schedule A attached hereto. Neither the Municipality nor its designated hauler shall be required to pay a processing fee for the delivery of recyclable materials during the term of this Agreement provided that the Municipality is in full compliance with the terms and conditions set forth herein.

B. In addition, the Municipality shall be given priority for other services provided by the County including:

1. Household Hazardous Waste Program
2. Igloo Program
3. Specialized Collection Programs
4. Leaf Composting and Brush Grinding Services
5. Paint Recycling Program
6. Recycling Grant Program
7. Rigid Plastics
8. Shrink Wrap

C. Municipalities that have not executed this Agreement will be able to utilize the Recycling Centers only in the event that excess capacity is available and at such costs and charges as determined by the County. The County may discontinue service to such Municipalities on twenty-four (24) hour advance written notice.

SECTION 3: REQUIREMENTS FOR USE

A. During the term of this Agreement, the Municipality agrees to deliver to the

County or to have its designated hauler deliver to the County all the recyclable materials from residential sources within its boundaries.

B. The Municipality further agrees to comply with the Rules and Requirements of the Ocean County Recycling Centers attached hereto as Schedule B.

C. 1. The Municipality shall provide written notification to the County of the name and address of any hauler designated by the Municipality for the collection of recyclable materials with the Municipality.

2. The Municipality shall further provide the County with written notification of change of its designated hauler so as to assure that proper credit is given to the Municipality for the delivery of recyclable materials.

3. The Municipality shall incorporate in any contract with its designated hauler, entered into after the date of this Agreement, a requirement that all recyclable materials collected by that hauler will be delivered to the County.

D. The County shall provide the Municipality with regular monthly reports of the amount of recyclable materials delivered to the County by the Municipality or its designated hauler.

SECTION 4: REVENUE SHARING

A. The County agrees to share fifty (50) percent of the net revenue received by the County from the operation of the Ocean County Materials Processing Facility with all the municipalities in Ocean County that have executed this Agreement with the County and are in full compliance with all the terms and conditions set forth herein.

B. Such municipalities will receive credit for all the recyclable materials,

which are delivered from within their respective communities, which can be processed at the Ocean County Materials Processing Facility.

C. Payments will be paid by the County to qualifying municipalities in March and September of each year, provided revenues are available. Each municipality's revenue share will be based upon the number of tons of recyclable materials delivered from the municipality to the County's Recycling Facilities.

D. The County will closely monitor the delivery of the recyclable materials from residential sources in each municipality. Established baseline tonnages for all recyclable materials for each municipality in Ocean County will be used to assure delivery of expected tonnage. If a municipality or its designated hauler does not deliver all recyclable materials collected in that municipality to the County's Recycling Facilities, it will not be eligible to participate in the revenue sharing program.

SECTION 5: COMMENCEMENT AND TERM

This Agreement shall be effective and binding upon both parties for the period from January 1, 2015 through December 31, 2019. The County shall provide written notice to the Municipality ninety (90) days prior to expiration of this Agreement for renewal consideration.

SECTION 6: COMPLIANCE WITH THE LAW

The Municipality and, if applicable, its designated hauler, shall comply with all applicable state, federal and local laws, license and permit requirements concerning the collection, transfer, handling and delivery of recyclable materials.

SECTION 7: SAFETY PRECAUTIONS

The Municipality and, if applicable, its designated hauler, shall comply with all applicable laws governing the safety and working conditions of its employees.

SECTION 8: NOTICE

Any written notice or any other written communications required or permitted hereunder will be deemed sufficiently given only if delivered in person or sent by telegram or by first class mail, postage prepaid and addressed as follows:

A. The County:

Ocean County Board of Chosen Freeholders
Administration Building
PO Box 2191
Toms River, NJ 08754-2191
Attention: District Recycling Coordinator

With a copy to:

Berry, Sahradnik, Kotzas, and Benson, P.A.
212 Hooper Avenue
PO Box 757
Toms River, NJ 08754
Att: Jack Sahradnik, Esq.

B. The Municipality:

With a copy to:

Changes in the respective addresses to which such notices are to be given may be made from time to time by either party by written notice to the other party.

SECTION 9: INSURANCE COVERAGE

The Municipality or, if applicable, its designated hauler shall procure and maintain the following insurance coverage:

1. Comprehensive general liability coverage of at least \$1 million per occurrence and in the aggregate.
2. Workers Compensation and Employer's Liability Insurance as required by the laws of the State of New Jersey.

SECTION 10: ASSIGNMENT

This Agreement shall not be assigned or transferred by either party herein without first obtaining the written consent of the other party.

SECTION 11: MODIFICATIONS

No modifications or amendments to this Agreement and no waiver of the provisions or conditions of this Agreement shall be valid unless in writing and signed by an officer or other duly authorized representative of the County and the Municipality.

Any requests to deliver additional types of materials to the County's Recycling Facilities may require an Amendment to the Ocean County District Recycling Plan. Therefore, the County will require notification one hundred twenty (120) days prior to the anticipated

commencement of delivery of the additional materials.

SECTIONS 12: BINDING EFFECT


This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the Municipality and of the County, enforceable in accordance with its terms and it shall inure to the benefit of the parties hereto and any successor or assignee requiring an interest hereunder.

IN WITNESS WHEREOF, the parties hereto by the respective officers of said Corporations set their hands and seals on the day and year set forth above.

ATTEST:

MUNICIPALITY

Amman, Ed

By: 

ATTEST:

**OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS**

Betty Vasil
Clerk of the Board

By: Joseph H. Vicari
Freeholder Director