

Agreement made of this 14 day of April, 2011, by and between the **County of Middlesex**, a municipal corporation of the State of New Jersey having an address of Middlesex County Administration Building, John F. Kennedy Square, New Brunswick, New Jersey, 08901, hereinafter referred to as the “**County**” and the **Borough of South Plainfield**, a corporation of the State of New Jersey, having an address of 2480 Plainfield Avenue, South Plainfield, New Jersey 07080, hereinafter referred to as the “**Municipality.**”

**WITNESSETH:**

**WHEREAS**, Middlesex County is proactive in addressing environmental issues such as the depletion of the ozone layer; and

**WHEREAS**, chlorofluorocarbons (CFCs) are one of the manmade chemicals that are known to cause ozone depletion; and

**WHEREAS**, effective November 17, 2007 recycling of white goods including those that contain CFCs is mandatory in Middlesex County; and

**WHEREAS**, the County is seeking to provide a financial incentive that will assist municipalities in properly capturing CFCs from residentially discarded appliances that they collect curbside or at their drop-off centers; and

**WHEREAS**, the County and Municipality are authorized to enter into this Agreement pursuant to N.J.S.A. 40A:11-5(2);

**NOW, THEREFORE**, in consideration of mutual covenants and conditions between the parties, the sufficiency of which is hereby acknowledged, the County and Municipality hereby agree as follows:

1. The County shall provide a subsidy of up to 50% of the cost of each properly documented CFC recovery from a residential appliance assuming the below conditions are met. There is no limit on the number of properly performed/documentated CFC recoveries that will be covered during the term of this agreement for the municipality. Annual funding level and/or percentages will be established upon determination of the amount of available funding; funding notices will be mailed to the municipality in January of each year.

2. The Municipality shall select a vendor(s) who employs a person(s) who is trained to recover CFCs. The Municipality will be provided with a list of “preapproved” vendors and may

select from that list or choose another authorized party. Vendors not on the County list must be approved by the County before any subsidy is paid. Preapproved vendors will be selected by the County based upon their compliance with Section 608 of the Federal Clean Air Act – Refrigerant Recycling Rule. The County will examine whether the vendor’s employees are properly trained and if applicable, certified to perform CFC recoveries, and that documentation supporting that the CFCs recovered by the vendor are sent to a USEPA certified reclaimer. In addition, the County reserves the right to visit the vendor’s facility(ies) to verify their CFC recovery process including but not limited to, the equipment the vendor utilizes to recover the CFCs.

3. The Municipality shall follow the regulations set forth in N.J.A.C. 7:26A, Subchapter 5 and not utilize any improper handling or trucking methods/procedures that could cause the discarded appliance to discharge CFCs into the open air.

4. The Municipality shall provide to the Middlesex County Division of Solid Waste Management (DSWM) on a quarterly basis, an invoice with proper supporting documentation indicating the vendor, number of appliances from which CFCs were recovered, and CFC recovery cost per unit. The DSWM will then review this documentation and arrange for the appropriate amount of reimbursement.

5. The Municipality shall hold harmless and save, protect and indemnify, the County, and their respective officials, members, agents and employees from any damages, suits, or claims for damages to persons or property which arise out of the actions or failure to act of the Municipality and/or its employees or agents in carrying out the provisions of this Agreement.

6. This Agreement shall be for a three-year (36 month) period commencing on January 1, 2011 or for such shorter period as may be dictated by the exhaustion of available funds. Any party may terminate this Agreement by providing a thirty (30) day written notice to the other parties hereto.

7. Merger Clause. This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previously and contemporaneous agreements, understandings, representations and warranties between the parties.

8. Modifications. The terms and conditions in this Agreement, including any schedules herein or attached hereto, may be modified at any time by mutual agreement of the parties in writing duly signed by their authorized representatives.

9. Notices. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered or certified mail, return receipt

requested, overnight mail, and addressed to the party as set forth below or to such other address as said party may have specified by notice given in writing to the other party:

**To the County:**

County of Middlesex  
Division of Solid Waste Management  
100 Bayard Street, Second Floor  
New Brunswick, NJ 08901

**To the Municipality:**


Borough of South Plainfield  
2480 Plainfield Avenue  
South Plainfield, New Jersey 07080

10. Governing Law. This agreement and any questions concerning its validity, construction and performance shall be governed by the laws of the State of New Jersey.

11. Severability. In the event that any provision of this Agreement, for any reason, shall be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein and any other provisions of this Agreement, as so amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers and have their proper seals affixed, the day and year first above written.

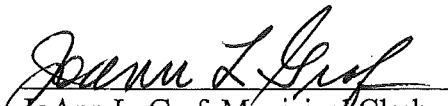
ATTEST:

  
Margaret E. Pemberton, Clerk

COUNTY OF MIDDLESEX

  
Christopher D. Rafano, Freeholder Director

ATTEST:

  
JoAnn L. Graf, Municipal Clerk

MUNICIPALITY

  
Matthew P. Anesh, Mayor  
APPROVED AS TO FORM AND LEGALITY:

ERIC M. ARONOWITZ, ESQ.  
FIRST DEPUTY COUNTY COUNSEL