

RESOLUTION NO. 2024-251

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF OCEAN FOR THE USE AND REVENUE SHARING OF THE OCEAN COUNTY RECYCLING CENTER

WHEREAS, pursuant to N.J.S.A. 40A:65-1 *et seq.*, local units may enter into agreements for shared services with other local units to provide or receive any service that the local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, each local unit authorized to enter into an agreement under the Shared Services and Consolidation Act may do so by the adoption of a resolution; and

WHEREAS, the Township of Little Egg Harbor desires to enter into a Shared Services Agreement with the County of Ocean to set forth the terms and conditions for use of the County recycling facilities and to also establish a revenue sharing arrangement.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the County of Ocean, attached hereto as Schedule A, in a form acceptable to the Township Attorney, for the purpose of setting the terms and conditions regarding the use of the County recycling facilities and to also establish a revenue sharing arrangement.

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Rothstein, Mandell, Strohm,
Halm & Cipriani, P.A.
ATTORNEYS AT LAW

98 East Water Street
Toms River, NJ 08753

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2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.
3. That the term of the agreement shall be for two (2) years, commencing retroactively on January 1, 2025 and terminating on December 31, 2026.
4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.
5. That a certified copy of this resolution, together with a copy of the executed agreement, shall be forwarded to the County of Ocean and Little Egg Harbor Township Administrator Rodney Haines.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the ~~10th~~ day of **October, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

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

SHARED SERVICES AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ by and between _____ (hereinafter Municipality) and the **OCEAN COUNTY BOARD OF COMMISSIONERS**, 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 Avenue, 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, or fifty (50) percent of losses incurred, 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. Municipal revenue sharing payments, or loss sharing bills, will be distributed annually provided revenues are available (or losses incurred) for distribution from the previous year of Facility operations.

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 250-500 tons of recyclable materials per day, 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 Avenue, Lakewood, NJ
Telephone: (732) 367-0802
Contact: Bill Bernstein
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: John Pallen
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.

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
7. Residential Document Shredding Program
8. Rigid Plastics & Shrink Wrap Collection

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 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 & COST 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. In the event

of a loss, the County reserves the right to bill all municipalities in Ocean County that have executed this Agreement with the County for fifty (50) percent of the net revenue lost. The County may, at its discretion, waive this right and cover any losses in their entirety.

B. Such municipalities will be credited for all recyclable materials, delivered from within their respective communities, which can be processed at the Ocean County Materials Processing Facility.

C. Payments will be paid, or bills issued, by the County to qualifying municipalities in March or April of each year. Each municipality's revenue or loss share will be based upon the number of tons of recyclable materials delivered from the Municipality to the County's Recycling Facilities the previous year.

D. In the event of a loss covered entirely by the County, future revenue sharing with municipalities shall take place only after the County has first recouped any losses incurred while under this Agreement.

E. 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 or the other services referenced in Section 2.

SECTION 5: COMMENCEMENT AND TERM

This Agreement shall be effective and binding upon both parties for the period from January 1, 2025 through December 31, 2026. The County shall provide written notice to the Municipality at least forty-five (45) 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 Department of Solid Waste Management
129 Hooper Avenue
PO Box 2191
Toms River, NJ 08754-2191
Attn: Anthony M. Agliata, Director

With a copy to:

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



KELLY LEHERA
TOWNSHIP CLERK

By: 

Blaise Scibetta
Mayor

ATTEST:

OCEAN COUNTY BOARD OF
COMMISSIONERS

Michelle I. Gunther,
Clerk of the Board

By: _____
Barbara Jo Crea,
Commissioner Director