

**AGREEMENT BETWEEN SOMERSET COUNTY
AND ITS MUNICIPALITIES FOR RECYCLING**

THIS AGREEMENT by and between the Board of Chosen Freeholders of Somerset County, New Jersey, a body politic having its offices located at P.O. Box 3000, Somerville, New Jersey, 08876 (hereinafter "County") and **SOMERVILLE BOROUGH** a municipal body politic having its offices at 25 West End Avenue, Somerville, NJ 08876, (hereinafter "Municipality"), is dated this **27th day of December 2011**.

WHEREAS, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Somerset County Solid Waste Management Plan and amendments thereto and:

WHEREAS, Municipality is desirous of retaining the services of the County for said recycling program; and

WHEREAS, the award of this contract to the County pursuant the N.J.S.A. Section 13:1E-99.14 is an exception to the bidding requirements as set forth in the Local Public Contracts Law pursuant to N.J.S.A. Section 40A: 11-5(2), and the Board of Public Utilities Somerset Waste Franchise for Somerset County.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Municipality and the County make this agreement.

1. The Municipality shall retain the services of the County for the residential curbside pick-up of Recyclable Materials as hereinafter defined on a biweekly basis.

2. County shall conduct residential curbside pick-up services for all Recyclable Materials, as are designated by the County's Solid Waste Management Plan, including but not limited to, glass containers, plastic bottles, newsprint, aluminum cans, steel cans and corrugated paper and such other Recyclable Materials as the County may designate from time to time, within the Municipality (hereinafter "Recyclable Materials").

3. Upon execution of this Agreement, County shall be obligated to provide services for the collection of Recyclable Materials set forth in Paragraph 1 above providing that the Recyclable Materials are set out in the manner as designated below by 7:00 am on the collection day:

- (a) All newsprint is securely tied in bundles of no more than twelve inches in height not to exceed thirty pounds each; and
- (b) All glass bottles and jars will be placed in a recycling bucket. All glass containers will be rinsed with lids removed; and
- (c) Aluminum cans may be placed in the same recycling bucket as the glass and steel cans; and
- (d) All plastic bottles marked #1 - #7: water, soda, milk, juice, soap detergent, bleach, shampoo and cleaning agents. Also included are containers: peanut butter, yogurt, baby wipe containers, margarine tubs and clear plastic clam shell containers from salad bars may be placed in the same recycling bucket as the glass, steel and aluminum. All plastics will be rinsed with lids removed; and
- (e) All chipboard (cereal, cake, cookie pasta cracker, detergent, gift, shoe, shirt or any retail boxes poster board & backing on writing pads.), corrugated paper boxes and other corrugated paper products will be securely tied in

bundles of no larger than twenty-four inches square; and

(f) All tin-plated steel and bimetal food and beverage cans will be placed in the same recycling bucket. All steel cans will be rinsed; and

(g) Junk mail, catalogs, magazines, and school papers will be placed in a brown paper bag; and

4. The County reserves the right to reject and not pick up Recyclable Materials that are not packaged in conformance with the provisions of Paragraph 3 (a)(b)(c)(d)(e)(f).

5. The County reserves the right to reasonably amend the collection specifications enumerated in Paragraph 3 above by giving thirty- (30) day written notification to the Municipality of any changes thereto.

6. For the period commencing **January 1, 2012 through and including December 31, 2012**, the County shall be responsible for residential curbside pick-up services for all Recyclable Materials from each residential household within the Municipality. The number of households in the Municipality shall be calculated by the Somerset County Planning Board as of January 15, 2012, and shall be based on figures obtained from the respective Municipalities and updated with listings of Certificates of Occupancy. Municipality is responsible for providing on a quarterly basis, any updates in the listings of Certificates of Occupancy. If the Municipality disputes this number, the County will continue to bill at the rate as determined by the Somerset County Planning Board until the Municipality provides written documentation of the correct number of households to said office.

7. The County and Municipality shall agree, upon the execution of this agreement, that pick-up dates for residential households with the Municipality shall be every other week in accordance with the recycling calendar attached hereto as a schedule.

The County reserves the right to change the collection schedule at any time during the term of the contract and shall give a minimum of ninety (90) days written notification of same to the Municipality and its residents of any changes thereto.

8. Notwithstanding anything contained within Paragraph 6 above, the County shall not be obligated to perform residential curbside pick-up services on the following 2012 holidays:

New Year's Day	Memorial Day	Veteran's Day
King's Birthday	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day

In the event the Municipality's collection schedule falls on any of the aforementioned holidays, the Municipality shall be scheduled for pick-up of recyclables the weekday after such holiday, unless noted on the official collection schedule prepared by the County.

The County reserves the right to alter the holiday schedule and shall give a minimum ninety (90) days written notification to the Municipality of any changes thereto.

9. In the event of inclement weather necessitating the cancellation of residential curbside pick-up, the County shall notify the Municipality and the following radio stations of said event. The radio stations to be notified will be: WCTC 1450 AM, WHWH 1350, WMGQ 98.3 FM, WPST 97.5 FM and NJ 101.5 FM. In the event pick-up is cancelled due to inclement weather, pick-up will be scheduled for the appropriate locations on the next regularly scheduled pick-up day.

10. The County will supply all necessary motor vehicles for residential curbside pick-up.

11. Said vehicles shall be maintained in good mechanical condition and shall be well painted and be kept in a condition of cleanliness. The County shall be responsible for

the cost of all equipment, maintenance, gasoline, oil, parts and service of the vehicles.

12. Any motor vehicle accidents occurring within the Municipality shall be reported to the Municipal Police.

13. The County shall provide all labor for residential curbside pick up.

14. The County shall provide the Municipality with quarterly reports specifying the weights of Recyclable Materials collected from the Municipality.

15. All County personnel engaged in the collection of Recyclable Materials shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting gratuities of any kind.

16. The County shall have personnel available from 7:00 AM to 3:30 PM on collection days to receive telephone inquiries relative to collection operations. All complaints shall be handled in a responsible manner with attention given to the resolution of the matter. The Municipality shall, however, encourage others that all complaints are to be first submitted to the Municipal Recycling Coordinator.

17. The County shall maintain a bulk drop-off receiving station as identified by the Somerset County Division of Solid Waste Management for Municipal vehicles to deposit Recyclable Materials. Bulk drop-off shall be arranged by specific appointment only through the County Recycling Center.

18. Pursuant to Paragraph 17 herein, the following conditions shall apply to the bulk drop-off receiving station for Municipal vehicles:

(a) The Municipality shall deliver the material to the drop-off center in accordance with the following:

(i) Glass bottles and jars shall be delivered in market ready condition, with lids removed;

- (ii) Newspaper shall be delivered in market ready condition;
- (iii) Plastic bottles shall be delivered in market-ready condition with lids removed;
- (iv) Office paper shall be delivered dry and color segregated (i.e. high-grade white paper separated from lower grade paper);
- (v) Aluminum cans shall be delivered in market-ready condition;
- (vi) Corrugated cardboard and chipboard shall be delivered dry, segregated, flattened, and no longer than 24 inches square;
- (vii) Tin-plated steel and bimetal food and beverage cans shall be delivered in market-ready condition, with labels removed;
- (b) All Municipal vehicles must be weighed empty and full; and
- (c) County shall set the standards for market ready conditions and provide same in writing to municipality; and
- (d) All deliveries of Recyclable Materials are subject to inspection and acceptance of such materials by the County before the Recyclable Materials may be off-loaded.

19. The Municipality shall, in conjunction with the County education program concerning recyclables, provide quarterly publicity regarding collection schedules, holidays, material preparation requirements and

program accomplishments to all residential households within the Municipality.

20. The Municipality shall enforce anti-scavenging and anti-dumping ordinances, and mandatory source separation as outlined in the Somerset County Solid Waste Management Plan Amendment and Municipal Ordinances related to recycling. Copies of these Municipal Ordinances shall be supplied to the Somerset County Recycling Division by January 15, 2012.

21. The Municipality shall advise the Somerset County Recycling Division, on a quarterly basis, of any new residential households within the Municipality when the Municipal Certificate of Occupancy for the residential unit is issued.

22. The Municipality shall supply the County Recycling Center with periodic updated road information and maps (including private roads that may require residential curbside recycling pick-up), on a quarterly basis, at a minimum.

23. The Municipality shall provide the County Board of Chosen Freeholders and the County Recycling Coordinator with any changes in the Municipal recycling coordinator's position.

24. The Municipality shall pay the County a fee for the County's service to the Municipality. The County will send quarterly invoices to the Municipality indicating the gross cost to the Municipality for the preceding quarter. The Municipality will pay all invoices within thirty (30) days. The County fee shall be based upon the number of households within the Municipality as determined by the County Planning Board at the rate of \$23.85 per household per year. The number of households will be adjusted on a quarterly basis, when and if appropriate.

25. All Recyclable Materials picked up curbside by the County or delivered to the

County by the Municipality will become the sole property of the County.

26. The County, during the term of this Agreement, shall have and maintain general liability insurance of not less than \$1,000,000 combined single limits; property damage liability insurance of not less than \$500,000 per occurrence covering all motor vehicles used in the performance of said contract; and shall maintain in full force and effect Worker's Compensation insurance during the term of this contract.

27. Any and all liabilities that arise from the collection of recyclables by the County on behalf of the Municipality will be determined and assessed based upon the facts that may give rise to a particular claim for damage and the respective entities' liability will be determined accordingly.

28. The County shall be responsible for all necessary permits or licenses required by any governmental agency exercising control over the collection, transportation and disposal of Recyclable Materials.

29. In the event the County fails to collect all Recyclable Materials on any regularly scheduled pick-up date for any reason other than inclement weather, or a holiday, the County shall collect the balance of the Recyclable Materials within three (3) business days.

If the County fails to collect the balance of the Recyclable Materials within the above time frame, the County shall give the Municipality a credit equal to 1/26 of the total annual Municipal fee as calculated in Paragraph 24 above.

30. The County recognizes the unique nature of high-density housing. Should the Municipality have high density housing, the County agrees to reasonably cooperate with the Municipality, the Municipal Recycling Coordinator and Homeowner's Associations and/or Superintendents within the Municipality to efficiently and properly adjust curbside pick-up to group pick-up in appropriate circumstances. The Municipality agrees to

cooperatively work with Somerset County in trying to resolve the problems associated with group pick-up. This includes jointly pursuing alternative dumpsters in existing and proposed high-density housing complexes. In addition, the Municipality agrees to exercise its power as authorized in the Municipal Land Use Law to include provisions during the review of subdivision and site plan applications, to require recycling dumpster areas in conformance with County recommendation.

31. The County agrees to open the Recycling Center at least one Saturday per month to accept recycling drop offs by individuals or municipalities on those days.

32. The Municipality shall be required to supply the County and permit the County to collect all recyclable materials that are generated by residential users within the Municipality's borders.

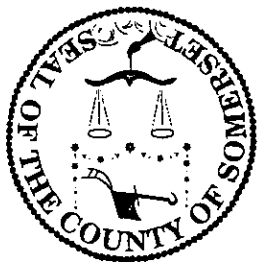
33. This agreement is the entire agreement between the County and the Municipality and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by the County and the Municipality to become effective.

34. The County may assign or transfer its rights and interest in this agreement to any authority or agency established by the County for the purpose of accomplishing the County's Solid Waste obligations.

35. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.

36. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HERETO the parties hereto have set their hands of the proper public official as of the date and year first above written.



Kathye Quick
Kathye Quick, Deputy Clerk

SOMERSET COUNTY

BY: Robert Glavin

[Signature]

SOMERVILLE BOROUGH

By: [Signature]

B:\MUNICIPAL.AGR