



Brian M. Hughes, County Executive  
Phillip S. Miller, Executive Director  
John P. Thurber, Chairman  
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April 26, 2023

Mr. Donato Nieman, Business Administrator  
Pennington Borough  
20 North Main Street  
Pennington, NJ 08534

Dear Mr. Nieman:

Enclosed, please find a new Shared Services Agreement between your municipality and the Mercer County Improvement Authority (MCIA) for the curbside collection of recyclable material. You will notice that pricing for this service has increased.

The enclosed agreement covers a term of five (5) years commencing on January 1, 2024 through December 31, 2028. In the coming weeks, I will be contacting your office to schedule a time to meet and discuss the contract in further detail.

Also enclosed, please find a sample resolution to be adopted by your municipality's governing body. Please execute the enclosed agreement and return two (2) copies to the Authority with an adopted resolution by your municipality no later than August 31, 2023.

Thank you for your continued participation in the County Recycling Program. Should you have any questions, please feel free to contact me at 609-278-8086 or via e-mail at [dnapoleon@mcianj.org](mailto:dnapoleon@mcianj.org).

Kind Regards,

A handwritten signature in black ink, appearing to read "Dan G. Napoleon", written over a light blue horizontal line.

Daniel G. Napoleon  
Director of Environmental Programs

Enclosures:

cc: Phillip S. Miller, Executive Director  
Allan C. Collins, Deputy Executive Director  
Rick Smith, Superintendent of Public Works

## **SHARED SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2023 (the "SSA"), by and between **PENNINGTON BOROUGH** (the "Municipality") and the **MERCER COUNTY IMPROVEMENT AUTHORITY**, 80 Hamilton Avenue, 2<sup>nd</sup> Floor, Trenton, New Jersey, 08611.

**WHEREAS**, the Mercer County Improvement Authority ("MCIA") has been designated by the Mercer County (the "County") Board of County Commissioners (the "Board") as the implementing agency for the County's Solid Waste Management Plan that the County is required to establish and maintain pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., (the "Act"); and

**WHEREAS**, on November 5, 1988, the Board adopted Ordinance No. 88-33 entitled "An Ordinance Amending the Mercer County Solid Waste Management Plan pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., to include establishing the Mercer County Recycling Plan," (the "County Ordinance") which Recycling Plan provides for the collection and marketing of recyclable materials; and

**WHEREAS**, the Recycling Plan and County Ordinance were subsequently amended by the following ordinances adopted by the Board: Ordinance No. 89-19 adopted July 25, 1989; Ordinance No. 91-14 adopted June 11, 1991; Ordinance No. 93-11 adopted June 10, 1993; and Ordinance No. 2006-19 adopted December 21, 2006; and

**WHEREAS**, each municipality within the County was required by Ordinances No. 88-33 and 89-19 to adopt a municipal ordinance providing for recycling within the municipality pursuant to the Statewide Mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.11

et seq., by adopting of the Recycling Plan as its official municipal recycling program (the “Recycling Program”) in the manner required by said County Ordinance; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “Shared Services Act”), authorizes any local unit of the State to enter into a shared services agreement with any other local unit(s) for the joint provision within the several jurisdictions of any service which any party to the agreement is empowered to undertake within its own jurisdiction; and

**WHEREAS**, the State of New Jersey, consistent with the Shared Services Act, encourages local units, such as the MCIA and the Municipality, to enter into agreements for the joint provision of governmental services as is authorized by the Shared Services Act; and

**WHEREAS**, the MCIA has developed a program for the curbside collection of acceptable recyclable materials (the “Curbside Program”) and the Municipality wishes to participate in the Curbside Program; and

**WHEREAS**, the Parties have each determined it is in their respective best interests to enter into this SSA, allowing the Municipality to participate in the Curbside Program subject to the terms and conditions set forth in this SSA.

**NOW, THEREFORE, IT IS** agreed by and between the MCIA and the Municipality as follows:

#### **ARTICLE I**

**Section 1.01 Services to be Provided.** The MCIA shall provide the Curbside Program to the Municipality. Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., the Act, or other applicable law, the MCIA shall contract with a vendor (the “Recycling Vendor”), which shall undertake the Curbside Program on behalf, and under the supervision. of the MCIA. The Recycling Vendor shall collect acceptable recyclable materials and deliver them to an approved

recycling processing facility. The Municipality shall abide by the terms of the agreement entered into by and between the MCIA and the Recycling Vendor pertaining to the Curbside Program (the "Recycling Vendor Agreement") and shall not take any action whatsoever in violation of the Recycling Vendor Agreement or any such other similar agreement.

**Section 1.02 Recyclable Materials.** As required by the Curbside Program, and the Recycling Vendor Agreement, the Recycling Vendor shall collect and dispose of the following acceptable recyclable materials: glass food and beverage containers, metal food and beverage cans, certain plastic containers, polycoated beverage cartons, corrugated cardboard, and residential mixed paper. The MCIA reserves the right to remove or add items to the list of acceptable recyclable materials to be collected by the Recycling Vendor as part of the Curbside Program. The MCIA shall determine the dates and the manner in which residents of the Municipality must place the acceptable recyclable materials at the curb or street side for collection by the Recycling Vendor.

**Section 1.03 Costs.** The Municipality shall deliver payment to the MCIA by the 15<sup>th</sup> of each calendar month during each year of the term of this SSA which runs coterminous with the Recycling Vendor Agreement, with each monthly payment being in an amount equal to one-twelfth (1/12) of the Total Annual Fee for the then current year of this SSA which are as follows:

<u>Recycling Vendor Agreement Year</u>	<u>Total Annual Fee</u>
<b>Recycling Vendor Agreement Year 1</b> January 1, 2024 to December 31, 2024	79,500
<b>Recycling Vendor Agreement Year 2</b> January 1, 2025 to December 31, 2025	\$85,416
<b>Recycling Vendor Agreement Option Year 1 (Year 3 of Recycling Vendor Agreement)</b> January 1, 2026 to December 31, 2026	\$91,804
<b>Recycling Vendor Agreement Option Year 2 (Year 4 of Recycling Vendor Agreement)</b> January 1, 2027 to December 31, 2027	\$98,666
<b>Recycling Vendor Agreement Option Year 3 (Year 5 of Recycling Vendor Agreement)</b> January 1, 2028 to December 31, 2028	\$106,119

**Section 1.04 Hold Harmless.** The Parties agree to hold each other harmless for any loss, damage or claim incurred or asserted resulting from the negligence of either Party in performing their duties and responsibilities under this SSA.

**Section 1.05 Default.** In the event the MCIA serves written notice upon the Municipality identifying any breach(es) of the terms or conditions of this SSA by the Municipality and if the Municipality fails to cure such identified breach(es) of this SSA within thirty (30) days after receipt of such written notice served upon the Municipality by the MCIA pursuant to this Section 1.05 of this SSA, the MCIA shall then have the option, in its sole and absolute discretion, to terminate this SSA.

**Section 1.06 Government Approvals.** The MCIA and the Municipality agree to use their best efforts and due diligence to obtain any approvals from the New Jersey Department of Environmental Protection, and/or any other governmental agency or authority that may be required to implement or maintain the Recycling Program and/or the Curbside Program.

**Section 1.07 Term.** The term of this SSA is intended by the Parties to run, and shall be, coterminous with the term of the Recycling Vendor Agreement. This SSA shall therefore have an initial term of two (2) years, commencing January 1, 2024 and expiring December 31, 2025, and the MCIA shall have the right to exercise three (3) one-year renewal periods of one year each as identified in Section 1.03 of this SSA. This SSA shall terminate immediately upon termination of the Recycling Vendor Agreement unless otherwise agreed to by the Parties.

## **ARTICLE II**

**Section 2.01 Entire Agreement.** The provisions of this SSA shall constitute the entire agreement between the Parties for or with respect to the matters described herein except as to the Recycling Vendor Agreement which is incorporated herein by reference. This SSA may only be modified only by written agreement duly executed by both Parties.

**Section 2.02 Headlines.** Captions and headings appearing in this SSA are for ease of reference only and do not constitute a part of this SSA.

**Section 2.03 Governing Law.** This SSA shall be governed by the laws of the State of New Jersey.

**Section 2.04 Severability.** In the event that any provision of this SSA shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this SSA or to such other appropriate actions as shall, to the maximum extent practicable in light

of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this SSA shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**Section 2.05 Execution of Counterparts.** This SSA may be executed by the Parties in any number of counterparts each of which shall be executed by the MCIA and Municipality and all of which shall be regarded for all purposes as one original.

**IN WITNESS WHEREOF,** the MCIA and the Municipality have caused their respective corporate seals to be hereunto affixed hereto and attested and this SSA to be signed by their respective officers duly authorized and this SSA to be dated as of the day and year first above written.

**WITNESS:**

**MERCER COUNTY IMPROVEMENT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Representative

**WITNESS:**

**PENNINGTON BOROUGH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Representative