

INTERLOCAL SERVICES AGREEMENT

This Agreement made this 9th day of October 2012, by and between the Township of Hopewell (the "Municipality") and the MERCER COUNTY IMPROVEMENT AUTHORITY, 80 Hamilton Avenue, 2nd Floor, Trenton, New Jersey, 08611.

WHEREAS, the Mercer County Improvement Authority ("MCIA") has been designated by the Board of Chosen Freeholders ("Board") of the County of Mercer ("County") 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 N.J.S.A.13:1E-1 *et seq.* to include establishing the Mercer County Recycling Plan," which Recycling Plan provides for the collection and marketing of recyclable materials; and

WHEREAS, the Recycling Plan and Ordinance were subsequently amended by Ordinances No. 89-19 on July 25, 1989; No. 91-14 on June 11, 1991; and No. 93-11 on June 10, 1993; and Ordinance No. 2006-19 on 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 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 MCIA has developed a program for the curbside collection of recyclable materials (the "Curbside Program") and the Municipality wishes to participate in the Curbside Program;

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 ("Recycling Vendor"), which shall undertake the Curbside Program on behalf of the MCIA, under its supervision. The Recycling Vendor shall collect acceptable recyclable materials and deliver them to a location designated by the MCIA for processing into marketable commodities. The MCIA shall arrange for the processing and sale of the recyclable materials, to collect the revenues from such sales, and to provide administrative, operational, legal, management, and enforcement services as necessary for the efficient operation of the Curbside Program. The Municipality shall abide by the terms of any agreement entered into between the MCIA and the Recycling Vendor, and shall not take any action whatsoever in violation of any such agreement.

Section 1.02. Recyclable Materials. As required by the Curbside Program, the Recycling Vendor shall collect and market the following: glass food and beverage containers, metal food and beverage cans, certain plastic containers, polycoated beverage cartons, corrugated cardboard, and residential mixed paper. Depending upon

beverage cartons, corrugated cardboard, and residential mixed paper. Depending upon the availability of markets and prices for recyclable materials, the MCIA reserves the right to remove or add items to the list of recyclables in 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 streetside for collection by the Recycling Vendor.

Section 1.03. Costs. The Municipality shall pay the MCIA by the 15th of each month over the length of the contract. The annual breakdown of costs is as follows:

Interlocal Agreement (12 months) 1/1/13 – 12/31/13	\$ 160,621.00
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This estimated cost to each participating Municipality is calculated by deducting the Municipality's "share" of recycling revenues (from mixed paper and commingled bottles/cans) from the base contract and program administrative costs. The number of households and tonnage of waste disposed by the Municipality is used to derive the fair "share" of both program revenues and costs. In the event the MCIA's actual monthly costs of the Curbside Program exceed the estimated costs, the Municipality shall be liable for a pro rata share of the increase, payable within 30 days of receipt of MCIA's invoice for same. In the event the MCIA's actual monthly costs of the Curbside Program are less than the estimated costs, the MCIA shall credit the Municipality for its pro rata share of the savings toward the Municipality's next invoice from the MCIA.

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 Agreement.

thirty (30) days after its occurrence, the Municipality shall be deemed to be in default. The MCIA may serve written notice of such default upon the Municipality, and if, within thirty (30) days thereafter, the breach is not remedied, this Agreement shall be terminated.

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 agency that may be required to implement or maintain the Recycling Program and/or the Curbside Program.

Section 1.07. Term. The term of this Agreement is for one year (1) from **January 1, 2013 to December 31, 2013.**

ARTICLE II

Section 2.01. Entire Agreement. The provisions of this Agreement shall constitute the entire agreement between the parties for or with respect to the matters described herein. This Agreement may be modified only by written agreement duly executed by both parties.

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

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

Section 2.04. Severability. In the event that any provision of this Agreement 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 Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination,

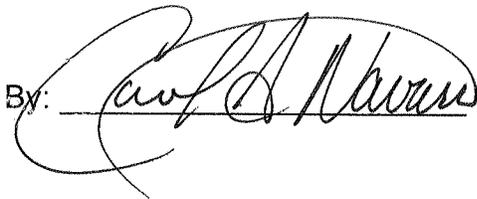
implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05. Execution of Counterparts. This Agreement may be executed 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 Authority and the Municipality have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

WITNESS:

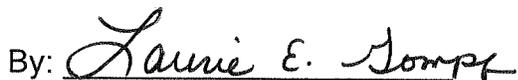
MERCER COUNTY
IMPROVEMENT AUTHORITY

By: 

By: 
Representative

WITNESS:

TOWNSHIP OF HOPEWELL

By: 

By: 
Mayor Michael Markulec

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

RESOLUTION #12-263

A RESOLUTION AUTHORIZING AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN THE TOWNSHIP OF HOPEWELL AND THE MERCER
COUNTY IMPROVEMENT AUTHORITY FOR CURBSIDE COLLECTION OF
RECYCLABLES FOR THE TERM OF ONE YEAR (1) COMMENCING ON
JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

WHEREAS, there exists a need in the Township of Hopewell to provide recycling services to the resident of Mercer County; and

WHEREAS, the Mercer County Improvement Authority ("MCIA") has been designated by the County of Mercer as the implementing agency for the Solid Waste Management Plan within Mercer County under the Solid Waste Management Act N.J.S.A. 13:1E-1 *et seq.* for the curbside collection of recyclables; and

WHEREAS, the Township of Hopewell wishes to continue its participation in the Mercer County Solid Waste Management Plan by having MCIA provide for the Curbside Recycling Program throughout the Township/Borough during the term of the agreement; and

WHEREAS, N.J.S.A. 40:8A-1 *et seq.*, the New Jersey Interlocal Services Act permits the Township/Borough to enter into an Agreement with the MCIA to provide for said Curbside Recycling Services during the Term of the Agreement; and

WHEREAS, the Agreement between the MCIA and the Township/Borough for the Curbside Recycling Collection Program is for a period of one (1) year commencing on January 1, 2013 through December 31, 2013; and

WHEREAS, the Agreement between the Township/Borough and the MCIA supersedes all prior Interlocal Agreements for Curbside Recycling; now therefore

BE IT RESOLVED by the Township Committee of the Township of Hopewell, in the County of Mercer and State of New Jersey, that the Interlocal Services Agreement by and between the Township and the MCIA for curbside collection of recyclables for the Term of the Agreement be and hereby is authorized and accepted by Township Committee to execute said Agreement; and

BE IT FURTHER RESOLVED that the Agreement shall take effect upon the adoption of an appropriate resolution by the MCIA and the execution of the Agreement by and between the Township of Hopewell and the MCIA in accordance with N.J.S.A. 40:8A-1 *et seq.*

Date Adopted: October 9, 2012

CERTIFICATION

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE COPY OF A Resolution ADOPTED
BY THE HOPEWELL TOWNSHIP COMMITTEE
AT A MEETING HELD

October 9, 2012

DATE

Laurie E. Gompf

LAURIE E. GOMPf, MUNICIPAL CLERK

RESOLUTION OF THE MERCER COUNTY IMPROVEMENT AUTHORITY APPROVING INTERLOCAL SERVICES AGREEMENTS FOR CURBSIDE COLLECTION AND MARKETING OF RECYCLABLE MATERIALS FOR THE YEAR 2013 BY AND BETWEEN THE AUTHORITY AND THE TOWNSHIP OF EWING, TOWNSHIP OF HAMILTON, BOROUGH OF HOPEWELL, TOWNSHIP OF HOPEWELL, TOWNSHIP OF LAWRENCE, BOROUGH OF PENNINGTON, BOROUGH OF PRINCETON, TOWNSHIP OF PRINCETON, CITY OF TRENTON, AND TOWNSHIP OF WEST WINDSOR

WHEREAS, the Mercer County Board of Chosen Freeholders (the "Board") is charged under the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 *et seq.* (the "Act") with the formulation and implementation of a plan for solid waste management within the County of Mercer (the "County"); and

WHEREAS, the Board, acting pursuant to the Act, has previously designated The Mercer County Improvement Authority (the "Authority") as the agency within the County to develop and implement the County's District Solid Waste Management Plan (the "Plan") that incorporates the Legislative mandate for recycling; and

WHEREAS, the Board adopted County Ordinance No. 88-33 on November 5, 1988 to include establishing the Mercer County Recycling Plan, which Recycling Plan and Ordinance were amended as County Ordinances No. 89-19 on July 25, 1989, No. 91-14 on June 11, 1991, No. 93-11 on June 10, 1993, No. 06-19 on December 22, 2006, (the "Ordinances"); and

WHEREAS, as required under the Ordinances, each municipality within the County is required to adopt a municipal ordinance or resolution providing for recycling within the municipality; and

WHEREAS, the Authority has developed a program for curbside collection and marketing of recyclable materials for municipalities and makes the program available to interested municipalities by means of an Interlocal Services Agreement (the "Agreement") between the Authority and the interested municipality; and

WHEREAS, Agreements have been executed by the Township of Ewing, Township of Hamilton, Borough of Hopewell, Township of Hopewell, Township of Lawrence, Borough of Pennington, Borough of Princeton, Township of Princeton, City of Trenton, and Township of West Windsor for the curbside collection and marketing of recyclable materials for the year 2013; and

WHEREAS, the terms and conditions of each Agreement are set forth in the executed agreements, copies of which are attached hereto and made a part hereof; now therefore

Date Adopted December 11, 2012


Secretary

BE IT RESOLVED, by the Board of Commissioners of the Authority that it hereby approves the terms and conditions of the Interlocal Services Agreements for the year 2013 by and between The Mercer County Improvement Authority and the Township of Ewing, Township of Hamilton, Borough of Hopewell, Township of Hopewell, Township of Lawrence, Borough of Pennington, Borough of Princeton, Township of Princeton, City of Trenton, and Township of West Windsor; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of The Mercer County Improvement Authority hereby authorizes the Executive Director to execute each Interlocal Services Agreement by and between the Mercer County Improvement Authority and the Township of Ewing, Township of Hamilton, Borough of Hopewell, Township of Hopewell, Township of Lawrence, Borough of Pennington, Borough of Princeton, Township of Princeton, City of Trenton, and Township of West Windsor.

RECORD OF VOTE													
	Aye	Nay	N.V.	Abs	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Crawford-Cannon	X				X		Rubino	X					
Davis				X			Thurber	X					
Stearns				X			Verrelli	X					X
Maloney				X									
X – Indicates Vote				Abs. - Absent				N.V. – Not Voting					
Res. – Resolution Moved						Sec.– Resolution Seconded							

Date Adopted December 11, 2012


Secretary