

RESOLUTION NO. 2020 – 136

**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 OCEAN COUNTY
LEAF AND VEGETATIVE WASTE COMPOSING PROGRAM**

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et al.*, authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, under the Agreement, the Township agrees to accept clean, source separated leaves and brush generated within the boundaries of Little Egg Harbor Township, Tuckerton Borough and Eagleswood Township commencing on September 17, 2020 and continuing for the term of the Agreement; and

WHEREAS, the County shall provide the necessary equipment and labor to process windrows of leaves on a periodic basis to facilitate composting the material into finished product. Process brush under four (4) inches in diameter into wood chips and assist with removal of any wood chips not utilized by the Municipality or the residents of the Service Area; and

WHEREAS, it is the desire of the Township Committee to authorize the execution of a contract with the Ocean County Department of Solid Waste Management for the Ocean County Leaf and Vegetative Waste Composting Program as set forth in the proposed agreement attached hereto and incorporated herein as Schedule "A".

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 for the Ocean County Leaf and Vegetative Waste Composting Program, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule "A". The form of said agreement is subject to the approval of the Township Attorney.

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. This Agreement shall take effect on September 17, 2020, and shall continue in full force and effect until December 31, 2024.

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 agreement, shall be forwarded to the Township Attorney and the County of Ocean.

CERTIFICATION

I, **DIANA K. MCCRACKEN, 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 **13th** day of **August, 2020**.


DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

**OCEAN COUNTY LEAF & VEGETATIVE
WASTE COMPOSTING PROGRAM**

SHARED SERVICES AGREEMENT

THIS AGREEMENT entered into this 17th day of September 2020, between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Municipality", and the **COUNTY OF OCEAN**, a body politic of the State of New Jersey, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the New Jersey Mandatory Recycling Act, P.L. 1987, c.102 provides that on or before April 20, 1989, each Municipality in the State must provide, by ordinance, a system for the collection of leaves generated from residential premises, and further provide that all persons occupying residential premises must source separate leaves from solid waste generated at those premises in the manner specified by local ordinances; and

WHEREAS, the Mandatory Recycling Act further provides that each County, in its recycling plan, must identify the leaf composting facilities to be utilized by each municipality within the County; and

WHEREAS, there exists in Ocean County a sufficient number of municipality owned composting facilities permitted by the New Jersey Department of Environmental Protection to compost all leaves generated throughout the County on a yearly basis; and

WHEREAS, the Ocean County Recycling Plan proposes to regionalize the permitted municipal composting facilities so as to assure disposal sites for leaves and brush generated by all municipalities in Ocean County; and

WHEREAS, the Municipality has previously obtained all necessary permits and approvals to operate a composting facility (hereinafter referred to as the "Facility") at Block 124, Lot 10.01, as shown on the current tax map of the Municipality; and

WHEREAS, the Municipality has agreed to participate in the Ocean County Composting Program in accordance with the terms and conditions set forth herein; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes local units as defined in said Act to enter into joint agreements for provision of governmental services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and pursuant to the authority provided by law, the County and the Municipality agree as follows:

1. **Terms of Agreement.** This Agreement shall take effect on the day and year first set forth above. This Agreement shall continue in full force and effect until midnight, December 31st, 2024.

2. **Purpose of the Program.** The purpose and intent of the Ocean County Composting Program is to compost source separated leaves and grind brush generated in Ocean County in a manner which conserves necessary landfill capacity, promotes efficient solid waste management, and aids in the consideration and recovery of valuable resources for reuse in the form of marketable products.

3. **Permits & Approvals.** The Municipality warrants and represents it obtained all necessary approvals to operate the brush collection and leaf composting facility (hereinafter "Facility") at Block 124, Lot 10.01, as shown on the current tax map of the Municipality. The Municipality further warrants and represents it shall operate the Facility in accordance with the terms and conditions of all said approvals and in accordance with the regulations of the New Jersey Department of Environmental Protection for the full term of this Agreement.

4. **Waste Separation.** All leaves delivered to the Facility shall be separated from other vegetative waste and shall not include plastic bags or other debris. "Leaves" shall not include grass clippings, except upon mutual agreement between the County and the Municipality, and both leaves and brush shall be inspected to ensure foreign debris that may damage equipment (chains, tools, other metal, etc.) is not present. For the purposes of this Agreement, "brush" shall mean tree limbs and branches under four (4) inches in diameter.

5. **Service Area.** The Municipality agrees to accept clean, source separated leaves and brush generated within the boundaries of ***Little Egg Harbor Township, Tuckerton Borough, and Eagleswood Township*** (hereinafter referred to as the "Service Area") commencing on September 17th, 2020, and continuing for the term of the Agreement.

6. **County Responsibilities.** In consideration of the Municipality's agreement to participate in the Ocean County Composting Program as set forth herein, the County shall make available to the Municipality for use at its Facility the following equipment and services; services shall be provided at no cost or expense to the Municipality. The County shall:

- A. Provide the necessary equipment and labor (including a windrow turner, front-end loader and grinder/shredder) to process (turn, aerate, shred, etc.) windrows of leaves on a periodic basis (approximately once every eight weeks), to facilitate composting the material into finished product.

- B. Communicate with and assist the Municipality in scheduling of County equipment and services hereunder and in resolving any operational problems at the site.
- C. Remove or cause to be removed any compost product not utilized by the Municipality or the residents of the Service Area.
- D. Process brush under four (4) inches in diameter received by the Facility into wood chips.
- E. Assist with removal of any wood chips not utilized by the Municipality or the residents of the Service Area, subject to availability.

7. **Facility Guidelines.** In order to monitor the flow of source separated leaves and brush at the Facility and to assure that the Facility is operated in accordance with the terms and conditions of this Agreement, the Municipality shall develop such Facility guidelines as necessary to carry out and effectuate the purposes and intent of the Ocean County Composting Program as set forth above and to assure compliance with all existing Federal, State, and local laws, ordinances, rules, and regulations governing the operation of the Facility.

8. **Municipal Responsibilities.** In consideration of the County providing equipment and services more specifically set forth herein, the Municipality agrees as follows:

- A. The Municipality shall not charge any fee, tax, or tariff for the delivery and recycling of source separated leaves and brush generated within the Service Area at the Facility;
- B. The Municipality shall not accept any materials, waste, or debris for composting or grinding at its site other than leaves and brush generated within the Service Area set forth above;
- C. The Municipality shall accept leaves for composting at its Facility from the municipalities comprising the Service Area and place the same in a separate intake area free from plastic and paper bags, debris, and other vegetative waste;
- D. The Municipality shall accept brush under 4 inches in diameter from the municipalities comprising the Service Area at its Facility and place the same in a separate intake area free from leaves, plastic and paper bags, and other materials and debris;
- E. The Municipality shall monitor and inspect its brush pile to ensure the pile is free of foreign debris (tools, chains, other metals, etc.) that may damage processing equipment;

- F. The Municipality shall periodically remove from the site such finished compost and wood chips which the Municipality wishes to utilize for its own needs;
- G. The Municipality shall provide all overhead and supervisory functions associated with the operation of the site, including but not limited to:
 - 1. Controlling access to the site.
 - 2. Receiving materials at the site.
 - 3. Assisting the County during grinding operations, as needed, in order to maintain a steady workflow.
 - 4. Enforcing the provisions of this Agreement and such Facility guidelines adopted by the Municipality as provided for herein.
 - 5. Facility maintenance.
 - 6. Record keeping, which shall include monthly reports to be submitted to the County on tonnages of leaves and brush delivered from each municipality utilizing the site;
- H. The Municipality shall be responsible for all tree parts over four (4) inches in diameter. This material should be recycled at a licensed Class B wood processing facility;
- I. This site shall only accept brush from homeowners and municipal sources. Commercial vehicles shall be directed to the Ocean County Northern Recycling Center in Lakewood Township or the Ocean County Southern Recycling Center in Stafford Township;
- J. Disposal of any commercial material (tree services operating within the Service Area, for example) accepted by the Municipality becomes the sole responsibility of the Municipality.

9. **Right to Restrict Access.** The Municipality shall have the right to restrict access to its composting facility to any person, firm, or entity violating the provisions of this Agreement or site guidelines established by the Municipality.

10. **Finished Compost.** The Municipality shall have the first opportunity to use or distribute to its residents finished compost produced at the Facility. In the event the amount of compost produced is above and beyond the needs of the Municipality, remaining compost shall be made available to the residents of the Municipalities comprising the Service Area for their use. The Municipality shall make the compost available to its residents and to the residents of the Service Area, as set forth above, free of any charge, tax, or tariff. The Municipality shall not market, sell, or otherwise

distribute the compost for compensation or profit without the written consent of the County.

11. **Marketing of Compost.** During the course of this Agreement, the County shall actively pursue additional uses and markets for compost materials above and beyond that needed by the Municipality and distributed to the residents of its Service Area. To this extent, the Municipality shall cooperate with the County in adopting such Facility guidelines as are necessary to assure the quality and marketing of the finished compost. Any revenues obtained by the County from the distribution and marketing of the compost shall be shared 50% for the Municipality and 50% for the County.

12. **Facility Staffing.** The Municipality shall provide sufficient personnel to staff the facility on a day-to-day basis and to assure compliance with all conditions of the Facility's permits and approvals and all applicable Federal, State, and local laws, ordinances, rules, and regulations. The Municipality shall continue to be the owner and operator of the Facility and be responsible for the day-to-day supervision and operation of the Facility.

13. **Assignment.** This Agreement shall not be assigned or transferred by either party herein without first obtaining the written consent of the other party.

14. **Modification.** No modification or amendment to this Agreement and no waiver of any 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.

15. **Compliance with Law.** The Municipality warrants that it shall comply with all applicable State, Federal, and local statutes, rules, regulations, and ordinances pertaining to the establishment and operation of the Facility. The Municipality agrees to indemnify and save harmless the County and all of its officers, agents, servants, and employees against any claim or liability arising from or based upon the violation of any such laws, rules, regulations, and/or ordinances, whether by the Municipality or the Municipality's employees.

ATTEST:

COUNTY OF OCEAN

BY: _____
Mary Ann Cilento,
Clerk Of The Board

BY: _____
Joseph H. Vicari,
Freeholder Director

ATTEST:

TOWNSHIP OF LITTLE EGG HARBOR

BY: *Diana K. McClacker*
Municipal Clerk

BY: *Barbara Jo Crea*
Barbara Jo Crea,
Mayor