

RESOLUTION 2026-280

**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

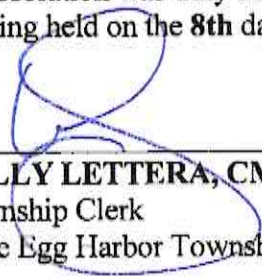
98 East Water Street
Toms River, NJ 08753

o: 732.363.0777
f: 732.905.6555

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 on January 1, 2027 and terminating on December 31, 2028.
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.

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 **8th** day of **October, 2026**.



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

r|m|s|h|c

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

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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 **THE TOWNSHIP OF LITTLE EGG HARBOR** (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 preserve landfill capacity while also 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 single stream recyclable materials located at 800 Towbin Avenue, Lakewood Township, 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, may be distributed annually provided revenues are generated (or losses are shared) from the previous year of Facility operations.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, 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. Residential Document Shredding Program
2. Household Hazardous Waste Program
3. Specialized Collection Programs
4. Leaf Composting and Brush Grinding Services
5. Paint Recycling Program
7. Igloo 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 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 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 within 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, within any contract with its designated hauler entered into after the date of this Agreement, a requirement that all recyclable materials collected by designated haulers must be delivered to the County.

D. The County shall provide the Municipality with regular monthly reports of the amounts 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 operation of the Ocean County Materials Processing Facility with all 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 losses

are incurred, 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 net revenue lost. The County may, at its discretion, waive this right and cover any losses in their entirety.

B. 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 made, or bills issued, by the County to qualifying municipalities in the first half 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 fully incurred while under this Agreement.

E. The County will closely monitor the delivery of 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 ensure delivery of expected tonnage. If a municipality or its designated hauler does not deliver all recyclable materials collected within 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 1st, 2027 through December 31st, 2031. 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, as well as 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 first-class mail, postage prepaid and addressed as follows:

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

By: _____

ATTEST:

**OCEAN COUNTY BOARD OF
COMMISSIONERS**

**Michelle I. Gunther,
Clerk of the Board**

By: _____
**Frank Sadeghi,
Commissioner Director**

SCHEDULE A

Township of Little Egg Harbor

MATERIAL

MONTHLY AVERAGE

Single Stream Recyclables

196 Tons

SCHEDULE B

**RULES AND
REQUIREMENTS OF
THE
OCEAN COUNTY RECYCLING CENTERS**

**OCEAN COUNTY
DEPARTMENT OF SOLID WASTE MANAGEMENT**

RULES AND REQUIREMENTS OF THE OCEAN COUNTY RECYCLING CENTERS

This document outlines requirements for use of County Recycling Facilities which must be met by all municipalities, private haulers, and individuals intending to deliver materials for recycling. These regulations are necessary to ensure State permit requirements are met and materials meet recycling market specifications.

Pertinent information is provided regarding the location of recycling and leaf and yard waste composting facilities, hours of operation, available services, and acceptance standards for all materials. Failure to comply with these rules and regulations may result in rejection of loads and, if repeated violations occur, those responsible may be prohibited from using these facilities.

I. Locations

- A. Northern Recycling Center
800 Towbin Avenue
Lakewood, NJ 08701
Contact: Bill Bernstein
Phone: (732) 367-0802

- B. Southern Recycling Center
379 Haywood Road
Manahawkin, NJ 08050
Contact: John Pallen
Phone: (609) 978-0913

- C. Regional Composting Program - Headquarters
800 Towbin Avenue
Lakewood, NJ 08701
Contact: Ric Waters
Phone: (732) 367-0802

II. Hours of Operation

County Recycling Centers are open from 7:30 a.m. to 3:00 p.m., Monday through Friday for all business, with identical hours on Saturday for residents only.

III. Available Services

County Recycling Centers accept the following recyclable materials:

- A. Curbside Single Stream Recyclables: Glass bottles and jars, aluminum cans, steel cans, tin cans, plastic bottles, newspapers, magazines, catalogs, junk mail, brown bags, corrugated cardboard, office paper, etc. mixed loose. Material must not be placed in plastic bags, bundled, or tied.

- B. Separated Recyclables:

Residential Drop-off Area

1. Glass Containers
2. Aluminum Cans
3. Tin Cans
4. Steel Cans
5. Newspaper
6. Corrugated Cardboard
7. PET Containers (#1)
8. HDPE Containers (#2, Rigids)
9. Polypropylene Containers (#5)
10. Mixed Paper/Food Boxes

Special Waste Buildings

11. Shredded Paper
12. Waste Oil & Filters
13. Antifreeze
14. Cooking Oil (Grease)

15. Rechargeable Batteries (Dry-Cell), Button Batteries, & Lead-acid Batteries
16. Tires (\$2 charge per tire)
17. Mercury Thermostats
18. Paint - Latex, Oil-based, Boat Paint, & Empty Steel Cans
19. Aerosols (Includes Spray Paint)
20. Electronic Waste
21. Fluorescent Bulbs (CFLs) and Tubes
22. Books & Phone Books
23. Shrink Wrap

Recyclables loads containing unacceptable levels of contamination may be rejected at County's facilities, at the discretion of facility operators. The level of unacceptable materials is to be no greater than 5% by volume. Haulers will be responsible for reloading unacceptable materials back into their vehicles. If the hauler cannot reload within a timely manner, the County may reload and assess a surcharge of \$100 per incident. Repeat offenders may be denied access to the County's facilities.

Regional leaf composting facilities accept leaves, brush, and wood chips. Requirements for acceptance of brush and leaves are defined in Section IV, B-6 & 7. Anyone with questions should contact Solid Waste Management at (732) 367-0802.

IV. Acceptance Standards

The County will accept those items listed under Section III of these Rules and Requirements subject to the following conditions:

A. General

1. All recyclables delivered shall be source-separated and free of any waste or other materials (i.e. food waste, medical waste, etc.)

2. All recyclables shall be delivered between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday with the exception of holidays.
3. Any questions regarding the scheduling of deliveries may be addressed to the appropriate contact person listed in Section I.

B. Required Specifications

1. **Single Stream Recyclables**
 - a. Material must not contain, or be contained in, plastic bags.
 - b. Material must be loose, not bundled or tied.
 - c. Material must be clean and free of dirt or other debris.
 - d. Stripping of individual components from the single stream mix, such as aluminum, is prohibited.
 - e. Only the materials listed above (III. A) may be included. Plastic bags (plastic film), plastic furniture, plastic toys, 5-gallon buckets, pots/pans, telephone/hardcover books, and polystyrene (Styrofoam) are prohibited.
2. **Corrugated Cardboard** - Should be broken down flat; no bundling or tying.
3. **Waste Oil and Filters**
 - a. Residential drop-off only.
 - b. Quantities limited to five (5) gallons per delivery.
 - c. Limited to used lubricating oils only; i.e., crankcase, transmission, hydraulic, etc.
 - d. Will be rejected if mixed with water, gasoline, or antifreeze.
4. **Tires**
 - a. Residential drop-off only, fee of \$2.00 per tire.

- b. Only tires no larger than a truck tire, and no smaller than 13 inches, shall be accepted. Bicycle, motorcycle, or stock car tires are not accepted.
 - c. Limit 5 tires per resident per day.
- 5. Batteries, paint, electronics, fluorescent bulbs & tubes, antifreeze, oils, mercury thermostats, books/phone books, rigid plastics, & tires are residents only.
- 6. Brush - Limited to limbs with a diameter of 4 inches or less, and a length of 8 feet or less.
- 7. Leaves
 - a. Must be free of other debris; i.e., concrete, hoses, limbs, grasses, metal, etc.
 - b. Must be unbagged. If delivered bagged, bags must be removed prior to unloading.

V. Regional Leaf Compost Program

Appendix I lists the regional leaf compost facilities and designated contacts. Use of these facilities is on a capacity availability basis. The County owns and operates the Northern and Southern Recycling Centers, all others are municipally owned and operated.

Each site's operations may be restricted due to permit requirements or municipal schedules. As a result, acceptance standards, hours of operation, maximum accepted quantities, and other details may vary from site to site. The level of unacceptable materials or contamination is to be no greater than 1 % by volume. Any questions regarding site restrictions or requirements should be addressed to either the site contact listed in Appendix I, or to the Regional Composting Program contact listed in Section I of this document. Municipal sites are limited to residential or municipal vehicles only, no landscapers or businesses.

VI. On-Site Traffic

Users of the Ocean County Recycling Centers shall obey and adhere to any posted traffic control signs or directions provided by onsite personnel. The speed limit within the Ocean County Recycling Centers shall be ten (10) miles per hour.

VII. Non-Smoking Areas

Smoking shall be prohibited at the Supervisor's Building, Vehicle Storage Building, fuel pumps, commingled and paper drop-off area, Resident Drop-off Area, Special Waste Building, and the Recycling Education Building.

VIII. Availability of Compost, Mulch, & Wood Chips

Finished compost, mulch, & wood chips are available at the County's Recycling Centers on a first come, first serve basis, during normal operating hours. In the event there is a shortage of finished product, private residents and municipalities with a signed Use Agreement will have priority.

IX. User Agreement

All municipal users of the County Recycling Centers must execute an Ocean County Recycling Center Use Agreement with the County in order to be assured of access to the Centers. A private hauler is assured access to the facilities provided they have a contract with a municipality in Ocean County. Private residents shall be exempt from this requirement.

X. User Check-In and Records

Upon entering the County Recycling Centers, all users shall check in at the scale house to complete paperwork and to be directed to the appropriate

tipping area. Users will also be required to weigh in and out at the scale house and drivers must certify their deliveries.

The County will prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the Centers. These records shall include, but not be limited to:

- A. Weight slips for materials entering and leaving Recycling Centers.
- B. Types and quantities of materials accepted by the County at the Centers, specifying the source of materials by municipality.
- C. The license plate number, owner of the delivery vehicles, and the driver's signature.

Copies of all weight records and weight slips will be maintained by the County. Records will be provided to municipalities/haulers upon request.

XI. Inspection

The County reserves the right to inspect all incoming loads at the County Recycling Centers. In addition, municipalities reserve the right to inspect incoming loads at their municipal compost sites. It shall be the responsibility of the hauler to remove inappropriate materials. If a hauler continues to bring in unacceptable material, the hauler may be banned for thirty (30) days from using the facilities. Repeat violators shall be denied access to the sites.

APPENDIX I

OCEAN COUNTY REGIONAL COMPOST AND AREAS SERVICED

Brick Township

Steve Krakovsky, Director, Public Works
(732) 262-1085

Service Area
Brick

Jackson Township

Shawn Bolinsky, Assistant Supervisor, Public Works
(732) 928-1200 x1245

Service Area
Jackson

Lacey Township

Taylor Reilly, Director, Public Works
(609) 693-1100 x2301

Service Area
Lacey

Lakehurst Township

Dave Winton, Director, Public Works
(732) 657-4141

Service Area
Lakehurst – Brush Only

Little Egg Harbor Township

Brad Griffin, Superintendent, Public Works
(609) 296-3600

Service Areas

Little Egg Harbor

Manchester Township

Steve McTigue, Supervisor, Public Works
(732) 350-4382 x3352

Service Area

Manchester

Ocean County Northern Recycling Center - Lakewood

Bill Bernstein, General Supervisor
(732) 367-0802

Service Areas

Beachwood

Island Heights

Lakehurst

Lakewood

Lavallette

Seaside Heights

Seaside Park

South Toms River

Ocean County Southern Recycling Center - Stafford

John Pallen, General Supervisor
(609) 978-0913

Service Areas

Barnegat

Barnegat Light
Beach Haven
Berkeley
Harvey Cedars
Long Beach Township
Ocean Township
Ship Bottom
Stafford
Surf City

Plumsted Township

Jennifer Witham, Municipal Clerk
(609) 758-2241 x101

Service Area

Plumsted

Toms River Township

Anthony Benyola, Division Manager
(732) 255-1000 x8199

Service Area

Toms River