

**SHARED SERVICES AGREEMENT FOR THE PROVISION OF
RECYCLING COLLECTION SERVICES
OF DESIGNATED RECYCLABLES IN NORTH BRUNSWICK**

THIS AGREEMENT, made this 31st day of March, 2025, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority") and the **Municipality**, a municipal corporation in the State of New Jersey (the "Municipality").

WITNESSETH:

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., each county within the State of New Jersey is deemed a solid waste management district; and

WHEREAS, each solid waste management district is responsible for developing a solid waste management plan that sets forth the strategy for disposing and/or recycling of solid waste generated within the geographic boundaries of the respective county; and

WHEREAS, the Board of County Commissioners (the "Board") of the County of Middlesex (the "County") has adopted the Middlesex County Solid Waste Management Plan, as the same has been amended from time to time (the "County Plan"); and

WHEREAS, as part of the County Plan, the County has adopted a mandatory recycling plan ("Recycling Plan"), which, among other things, establishes a strategy for recycling at least sixty percent (60%) of the County's total solid waste stream and mandates the recycling of the following recyclable materials; specifically: newspaper, aluminum, food and beverage containers, glass food and beverage containers, high grade office paper, corrugated cardboard, leaves, and motor oil, steel cans, plastic containers, mixed paper, textiles and brush; and

WHEREAS, the County Plan designates the Authority as the sole implementing agency responsible for the implementation of the County's recycling plan; and

WHEREAS, in order to ensure uniform recycling collection services of recyclables and thereby increase the percentage of those materials recycled, the Authority sponsors a County-wide recycling collection program (the "Program"), which may be utilized by the municipalities in the County on a voluntary basis; and

WHEREAS, such recycling collection services of recyclables will be provided by the Authority by a private contractor, who has been selected pursuant to a competitive bidding process initiated by the Authority; and

WHEREAS, the Municipality desires to permit the Authority to assume responsibility for the collection of certain specified recyclables and for the preparation for market and marketing of such materials under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other as set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I - GENERAL

Section 1.1 DEFINITIONS.

The following definitions shall apply to and are used in this Agreement:

"Automated Side Loading Container" – a receptacle for recycling materials that can be lifted and dumped by lift or arm of an Automated Side Loader Recycling Truck

"Automated Collection Vehicle" – a type of Recycling Truck in which the operator of the truck controls a mechanical lift or arm from inside the vehicle that grabs a recycling container and dumps it into the receptacle attached to the truck

"Aluminum Cans" – mean food and beverage containers made entirely of aluminum.

"Authority" – means the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey, organized by the County pursuant to the County Improvement Authorities Law (N.J.S.A 40:37A – 44 *et seq.*). The Authority, which has been designated by the Board to supervise the implementation of the County's Recycling Plan, will undertake through the Bid and this Agreement, to operate the County-Wide Recycling Program pursuant to and in accordance with the provisions of the Bid and this Agreement.

"Basic Service" shall mean bi-weekly pick up of properly containerized recycling materials.

"Cardboard" – means non wax coated corrugated cardboard and chipboard including non-wax coated gift boxes, shoe boxes, cereal boxes with liners removed and clean pizza boxes.

"Commingled Containers" – means plastic containers to be used by the Residents to place Plastic Recyclables, Glass Recyclables, Aluminum Cans and Steel Cans at the curb for collection by the Contractor, or such other container designated by the Authority for such use.

"Commingled Recyclables" – means Plastic Recyclables, Glass Recyclables, Aluminum Cans and Steel Cans.

"Containers" – containers used by participating municipalities and their residents for recycling, Container shall be a generic term including "carts" and "dumpsters"

"Contractor" – means vendor awarded contract from the Authority.

"County Plan" – means the Middlesex County district solid waste management plan, adopted by the Board pursuant to the Solid Waste Management Act, which provides for the collection, disposal and/or recycling of solid waste generated within the geographic boundaries of the County, as the same may be amended from time to time.

"County-Wide Recycling Program" or the **"Program"** – means the collection, processing and marketing program for Recyclables that is established by the County and the Authority for all participating municipalities in the County and that is funded, in part, with Recycling Funds allocated for that purpose.

"Curb Line" means the curb where curbing exists on the edge of pavement if curbing does not exist, or in the absence of pavement, the travelled way.

"Curbside Unit" – single family home and multifamily dwellings with four (4) or less units and multifamily units with five (5) or more units that currently place their recyclables at the curb.

"DEP" – means the New Jersey Department of Environmental Protection or any successor agency.

"Designated Recyclables/Recyclables" – materials to be collected in a single stream fashion: glass food and beverage containers, aluminum cans, steel food and beverage containers, plastic containers (#1, #2 and #5), newspaper, corrugated cardboard, and mixed paper pursuant to the County Solid Waste Management Plan. Municipalities will continue to be responsible for the collection, processing, and marketing of leaves, motor oil, brush, white goods, tires and other bulky materials and any other materials not included in this definition.

"Drop Off Center(s)" – means the site owned and/or operated by a Municipality as set forth on Appendix K, which is attached hereto and made a part hereof, where Designated Recyclables, collected in a single-stream fashion are delivered by the Municipality or Residents for collection and /or Preparation for market.

"Drop Off Center Service" – means the portion of the Recycling Services related to the servicing of Drop Off Centers.

"Drop Off Container" – container stationed at drop off center which is monitored by the Municipality used to collect recyclable materials. Roll-off container and drop off container shall be used interchangeably.

"Dumpsters" – means a movable recycling container designed to be lifted and collected by truck lifts in place. Such sizes include but not limited to 2 cubic yards, 3 cubic yards, 4 cubic yards, 5 cubic yards, 6 cubic yards, 8 cubic yards, and 12 cubic yards.

"Excluded Materials" – As identified by the County's Solid Waste Management Plan.

"Extra Service" – shall have the meaning set forth in Section 1.2.4 herein as such services provided are outside the basic service definition.

"Glass Recyclables" – means all glass containers used for packaging food or beverages.

"Improvement Authorities Law" – means N.J.S.A. 40:37A – 44 et seq., the act pursuant to which the Authority was created.

"Mixed Paper" – means glossy inserts, magazines, junk mail, colored paper, computer paper, office paper and fine paper, catalogs, telephone books, paperboard, Kraft bags, manuals with glued bindings, legal pads, greeting cards, non-metallic gift-wrapping paper, envelopes with or without windows, soft cover books and hard cover books with covers removed.

"Multi-Family Units" – means multi-family dwellings of four or less or five or more units either which recycling in collecting curbside or by designated containers which have been identified by the Municipality.

"Municipality" – shall mean North Brunswick, a municipal corporation within the State of New Jersey

"Municipal Solid Waste" – means Type 10 Waste.

"Notice to Proceed" – means the notice issued to the Contractor pursuant to Section 1.3(A) hereof pursuant to which the Authority authorizes the Contractor to commence the provision of the Recycling Services.

"Plastic Recyclables" – means soda bottles made of PETE (SPI code#1) and milk, water and laundry product bottles made of HDPE (SPI code #2) and materials made of SPI code #5 or as modified by the Solid Waste Management Plan.

“Proposal” – means the Bid submitted by the Contractor in response to the Bid Specifications.

“Public Buildings” – means municipal buildings and complexes, police stations, fire and first aid buildings, schools, libraries, house of worship, parks and recreation sites, municipal pool complexes, and quasi-public Buildings and institutions and other organizations, whether identified or not by the participating Municipality for which the Contractor shall provide Recycling Services and which Public Buildings are identified on Appendix F of the Bid Specifications, as the same may be amended from time to time. In the event a new Municipality elects to participate in the Program, the list shall be amended to include the Public Buildings in the new Municipality.

“Q-Alert” – is a Citizen Request Management system that takes in requests from the public and notifies the appropriate individuals within the local and county municipality. Requests can include issues like missed trash pickup, sidewalk issues or potholes. The system automatically keeps the constituent up to date via email, SMS or call back with the status of their request once entered into the system. The system also provides a very robust backend for reporting purposes to share with internal staff.

“Rear Load Service” A method of loading and unloading from the back of a vehicle such as a truck or a trailer.

“Recycling Contract” – means the Agreement between the Authority and the Contractor for the Provision of Recycling and Marketing Services" and all appendices, attachments and/or exhibits hereto.

“Recycling Facility” – refers to an intermediate processing facility or materials recovery facility provided by or on behalf of the Contractor for the purpose of processing, consolidating and marketing Recyclables collected by the Contractor pursuant to the Agreement.

“Recycling Funds” – means monies available to the Authority and designated by the Authority for payment of the costs of the Program.

“Recycling Ordinance(s)” – means the ordinances enacted by the Municipalities establishing the mandatory municipal recycling programs implemented in accordance with the Solid Waste Management Act and the County Plan, and as the same may be further amended in the future from time to time.

“Recycling Plan” – means that portion of the County Plan that establishes the County’s strategy for recycling 50% of Municipal Solid Waste and 60% of the total waste stream in accordance with the provisions of the Solid Waste Management Act and DEP policy promulgated pursuant thereto. The Recycling Plan amendments to the County Plan are set forth in Plan Amendments Nos. 1988-6, 1990-3, 1990-5, 1992-1 through 1992-5, 1993-3 and 1993-4, 1994-2 and 1994-3 and 2006-2, and as modified by the DEP certifications thereof.

“Recycling Services” or the “Services” – means all of the duties, obligations, and services to be provided by the Contractor that are related to the collection, transportation, separation, processing, storage, sale or disposition, or any combination thereof, of Recyclables and the return of same to the economic mainstream in the form of raw materials or products.

“Residents” – shall collectively be referred to and including but not limited to, single family homes, multifamily dwelling units, small businesses, and public buildings that are required to recycle Designated Recyclables pursuant to the Recycling Ordinances.

“Shared Service Agreement(s)” – means the agreements executed by and between the Authority and each participating Municipality providing for the provision of service by the Contractor in the manner and to the extent provided therein.

"Single Stream Recycling" - means recycling collection where materials are mixed together with no separation of aluminum, steel, glass and plastic containers from other cardboard and paper products.

"Solid Waste Management Act" – means N.J.S.A. 13:1E-1 et seq.

"Steel Cans" – means tin-plated, bi-metal and other ferrous food and beverage containers.

"Term" – shall mean the period of time during which the Shared Services Agreement shall be in full force and effect as provided in Section 2.1 herein.

"Ton" – means a short ton of 2000 pounds.

Section 1.2 GENERAL RESPONSIBILITIES

1.2.1 Conforming Recycling Ordinance.

Municipality represents and warrants that its Recycling Ordinance is, and shall at all times be, consistent with the County Plan

1.2.2 Authority Collected Recyclables.

(a) **Types of Service.** On the Commencement Date, the Authority will cause the Contractor to commence the provision of Recycling Services for the Authority for all participating municipalities. In addition, the Contractor shall collect, process and market Authority Collected Recyclables delivered to the Drop Off Center by the Residents until such time that the Municipality notifies the Authority to discontinue Drop Off Center Service.

(b) **Curbside Service.** Recyclables to be collected by the Contractor at curbside for the following: 1) all single family or duplex residential locations; 2) all multi-family dwellings with four (4) or less units or those that currently place their Recyclables at the curb, and 3) all multifamily units with five (5) or more units that currently place their recyclables at the curb; 4) all small businesses listed that currently place their recyclables at the curb. The Contractor shall service all locations designated for such service in Appendix F of the Bid Specifications (Units to be Serviced).

(c) **Non-Curbside Service.** Recyclables to be collected by the Contractor for all multi-family units with five (5) or more units that have been designated by the Municipality, all small businesses and public buildings and complexes, including post offices, schools, churches, and other institutions, post offices, police stations, fire and first aid buildings, schools, libraries, places of worship, parks, municipal pool complexes, recreational sites, including quasi-public buildings and institutions. The Contractor shall service all locations designated for such service in Appendix F of the Bid Specifications (Units to be Serviced).

(d) **Frequency and Timing of Service.** The Contractor shall collect Authority Collected Recyclables on a bi-weekly basis. Collections will occur between the hours of 6:00 a.m. and 6:00p.m, Monday through Friday and at the Contractor's option, on Saturday or Sunday, as approved by the Authority as necessary. No collection shall occur on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Any reported missed pick up of Authority Collected Recyclables, the Authority will use its best efforts to recover on the following business day.

(e) **Access for Service.** Municipality must provide free and unencumbered access to the Contractor to perform their work. In the event a street or location is impassable or restricted in such a way that the Contractor is unable to provide service safely the Contractor will not provide service and return at a later time that day. The Contractor shall adjust its schedule so as to render the required recycling Services to those accessible units first and then return to that section as originally postponed. If the Contractor cannot pick up recyclables due to construction or road closures, the Contractor will make one (1) separate

attempt to pick up recyclables. If the Contractor cannot pick up that same day, the Contractor will make one (1) attempt on the following business day.

(f) If upon return the Contractor is still unable to provide service, the pickup will be moved to the following regularly scheduled bi-weekly pickup date. A request by the Municipality to have service in the affected area before the next pickup date will be considered Extra Service.

(g) Notifications of Road Closures or Access Issues: The Municipality must notify Authority at least 30 days in advance of any scheduled road closure. In the event of an emergency temporary closure of a street the Municipality must immediately notify the Authority if it is on a pickup day.

(h) Transportation and Routing. The currently established collection routes have been provided by the municipality and are a part of the Contractor's Agreement. The Municipality shall have the right to request changes in the routing and collection schedules from time to time, and the Authority shall use its best efforts to cause the Contractor to incorporate such changes to the extent the same can be incorporated without unduly burdening the obligations of the Contractor. To the extent that any such requested changes shall cause the Contractor to incur additional costs and expenses, the Municipality shall be responsible for paying such costs and expenses. The Authority may also request reasonable changes to the Municipality's routing and collection schedule. Such reasonable changes shall be accepted by the Municipality.

(i) Recyclables Other than Authority Collected Recyclables. The Municipality shall continue to be responsible for the collection, preparation for market and marketing of all recyclables other than Authority Collected Recyclables.

Section 1.2.3 Method of Preparation for Collection.

(a) Contractor will be responsible for the collection of Authority Collected Recyclables in Single Stream Recycling fashion. Authority Collected Recyclables will include: (i) Glass Containers, Aluminum Cans, Plastic Containers (1 #2 and #5 only), and Steel Cans; (ii) Mixed Paper, including office paper, junk mail and newspaper; and Cardboard. Any Authority Collected Recyclables that are not prepared for collection in this manner will be left at the curb by the Contractor. **THE CONTRACTOR SHALL ONLY COLLECT RECYCLABLES WHICH ARE PLACED IN CONTRACTOR APPROVED AND PROVIDED CONTAINERS AND DUMPSTERS. ANY RECYCLING MATERIAL WHICH IS NOT PROPERLY PLACED INTO A CONTRACTOR PROVIDED CONTAINER OR DUMPSTER WILL NOT BE PICKED UP BY THE CONTRACTOR AND WILL BE LEFT AT THE CURB. NO LOOSE MATERIALS OR BUNDLED MATERIALS WILL BE PICKED UP.**

(b) **DROP OFF CENTERS.** Authority Collected Recyclables shall be segregated at the Drop Off Center site in the containers provided by the Contractor in accordance with §1.2.10. Neither the Contractor nor the Authority shall be responsible for removing, collecting or processing Authority Collected Recyclables that have not been segregated in the proper containers or that have been placed in such containers with solid waste or any materials other than the appropriate Authority Collected Recyclables. Proper covering of the drop center dumpsters to comply with health and DEP regulations is the responsibility of the Municipality and neither the Contractor or the Authority shall be responsible for any violations or fines relating to this.

Section 1.2.4 Extra Services. At the Municipality's request, the Authority shall request a price from the Contractor, to the extent permitted by the provisions of the Local Public Contracts Law, to perform extra services related to the collection and marketing of recyclable material, including but not limited to, the implementation of additional collection days or the collection of recyclable material other than the Authority Collected Recyclables ("Extra Services"). If the Municipality agrees to the price for such Extra Services and the Authority and the Municipality develop an appropriate payment or reimbursement method, the Authority will negotiate, with the assistance of the Municipality, a change order, subject to the provisions of

the Local Public Contracts Law, to the Recycling Contract with the Contractor to provide such Extra Services, and the Municipality shall be responsible for the payment of all costs and expenses related to the procurement of and the Contractor's provision of the Extra Services.

During holidays when institutions such as schools are closed, the institution shall be responsible for placing the recyclables at its appropriate location on its scheduled pick up date. Request to re-route a truck on another day or pick up at an alternative location, shall be deemed Extra Services and charged to the Municipality.

Section 1.2.5 Public Education/Awareness Program: Literature. The Municipality shall notify all Residents of the recyclables that may be collected, pursuant to this agreement the schedule for collection, proper preparation of recycled materials for pick up, and any planned or emergency pick up rescheduling which may occur. The Municipality shall pay the costs and expenses associated with the preparation, posting, advertisement and distribution of all such notices.

Section 1.2.6 Enforcement Program to be Established by the Municipality. The Municipality shall establish and maintain a program to enforce the provisions of this agreement., which program shall include a method to ensure compliance with the County-Wide Recycling Program.

Section 1.2.7 Monitoring and Compliance. The Municipality shall be responsible for compliance for the County-Wide Recycling Program at single family homes, multi-family dwellings, public buildings, schools and other institutions receiving Recycling Services. Authority recycling inspectors may from time to time inspect containers and dumpsters to ensure compliance with this agreement.

Section 1.2.8 Municipal Recycling Coordinator. The Municipality's recycling coordinator shall be responsible for coordinating all recycling activities of the Municipality, the Authority and the Contractor relative to their Municipality's collection and, for establishing the program for the collection of the Authority Collected Recyclables as set forth in section 1.2.2 above. The Municipality shall notify the Authority of curbside and non-curbside counts and equipment. The Municipality shall notify the Authority when or if a new municipal recycling coordinator is appointed. The Municipality shall be responsible for obtaining the tonnage amounts from businesses within its boundaries for the annual recycling state tonnage report. In addition, the Municipality shall remain responsible for the preparation of the annual recycling state tonnage report. The Authority shall provide an annual tonnage report to the Municipality indicating the total tonnage of each commodity collected throughout the previous year.

Section 1.2.9 Reports. The Authority shall provide to the Municipality survey participation reports and annual tonnage reports as may be required to submit to the State.

Section 1.2.10 Containers.

The Contractor through the Authority will provide one (1) 95-gallon wheeled cart to each curbside unit as described in Schedule B. If additional carts are needed, the Municipality shall request, in writing, to the Contractor and Authority the number of containers requested and the specific addresses for additional pickups. The cost of these additional carts and recycling pickups will be reflected in the next monthly invoice. The serial numbered ASL carts must remain with the assigned curbside pick-up addresses.

(a) **New Homes.** When new homes are constructed, the Municipality must provide a list of the new addresses to the Authority a minimum of 10 days notice in advance of service commencement. Service will not be provided to addresses which are not submitted to the Authority for addition to the pick-up list. The Contractor will provide the Municipality 95-gallon carts for all newly constructed homes and small businesses entitled to curbside collection. It is the responsibility of the Municipality to deliver the carts.

(b) **New Developments.** If a new development contains more than 10 homes, the Municipality must provide the Authority, 60 days' notice in advance of service commencement, including the size of the development, number of units and all addresses. The contractor will have 95-gallon carts for the total number of homes being constructed delivered directly to the Municipality for its distribution to the new homes as they are completed.

(c) For new developments with under 10 homes, the Contractor will provide a small number of containers as stock for the Municipality to have on hand to provide to the homes. This stock can be replenished if all carts utilized by the Municipality have been properly accounted for and added onto the pickup list.

(d) **Damage by Contractor.** In the event a 95-gallon cart is damaged by the Contractor such that the container is no longer usable, a report must be filed by the resident directly with the Contractor's Claims Department for damages providing photos, video, witnesses to corroborate the claim. Contractor will work directly with the Claimant to resolve. A copy of the Claim report shall also be sent to the Authority. If upon investigation by the Contractor it is determined that the Contractor did in fact damage the cart, the Contractor will be responsible for replacement and notifying the Authority of the replacement and new serial number of the replacement cart.

(e) **Damage (non-Contractor) and Repair.** In the event 95 gallon carts are damaged or stolen, it shall be the responsibility of the Municipality to replace them with an approved container with appropriate logos and serial numbers affixed. The Municipality may purchase replacement 95 gallon carts directly from the contractor's supplier or any other supplier as long as the containers meet the same specifications, color, logo and new serial number affixed as the original containers.

(f) Curbside Pick up will only be done from approved 95 gallon carts meeting all specifications, color and logo standards established by the Authority.

(g) An updated listing of all new carts distributed for any reason shall be provided by the Municipality to the Authority on a monthly basis, by the first week of the month for all prior months activity. The updated listing must include address and serial number of each cart.

(h) Replacement containers for curbside single-family homes will be the responsibility and at the cost of the Municipality or property owner as determined by the Municipality. **Damage and Repair.** In the event 95-gallon carts are damaged or stolen it is the responsibility of the Municipality to replace them with an approved container with appropriate logos and serial numbers affixed. The municipality may purchase replacement 95-gallon carts directly from the contractor's supplier or any other supplier as long as the containers meet the same specifications, color and logo of the original containers.

(i) Curbside Pick up will only be done from approved 95 gallon carts meeting all specifications, color and logo standards established by the Authority.

(j) **Container Service.** The Contractor shall provide appropriately sized containers for all multi-family dwellings, schools and public buildings that do not place recyclables at the curb. The Municipality will work with the Contractor, the Authority and the Residents that will receive container service to ensure that an appropriate location on the site is established where roll-off containers or other appropriate containers, as determined by the Contractor, can be serviced. The site owner shall be responsible for maintaining the area where the containers are situated, including periodic cleaning and inspection to ensure that the Authority Collected Recyclables have not been, and will not be, contaminated with solid waste or

other materials. Neither the Contractor nor the Authority shall be responsible for collecting Authority Collected Recyclables that have not been properly segregated into the appropriate containers or that have been contaminated with solid waste or materials other than the Authority Collected Recyclables. It shall be the responsibility of the Municipality to keep drop off containers covered at all times to prevent contamination with non-recyclables.

Section 1.2.11 Drop Off Center Service. The Contractor shall be responsible for providing appropriately sized containers at the Drop Off Center for use in collecting the Authority Collected Recyclables; provided, however, that such Drop Off Center Site shall be suitable for servicing by the Contractor in that there must be sufficient space and access to permit the placement, loading and unloading of roll-off or other containers used to store Authority Collected Recyclables. The Municipality shall be responsible for obtaining and maintaining any required licenses or permits for the Drop Off Center, and for maintaining the Drop Off Centers, including cleaning, security, odor control and insurance, and for periodically inspecting such site to ensure that the Recyclables have not been, and will not be, contaminated with solid waste or other materials. Neither the Contractor nor the Authority shall be responsible for removing, collecting or processing Recyclables that have not been segregated in the proper containers or that have been placed in such containers with solid waste or any materials other than the appropriate Recyclables. Containers which are contaminated with materials other than approved recycling materials shall be cleaned and dumped at the cost of the Municipality. Repeat violations of this section may result in termination of Drop Off Center services. Proper covering of the drop center dumpsters to comply with health and DEP regulations, is the responsibility of the Municipality and neither the Contractor nor the Authority shall be responsible for any violations or fines relating to this.

Section 1.2.12 State of Emergency Contingencies.

In the event of a natural disaster or civil disturbance where service cannot be safely provided, recovery of missed recycling material will be picked up the next business day if possible or on the next open and available collection day..

In the event of a declared State of Emergency, pick up will be rescheduled for the next regularly scheduled bi- weekly pick up date.

In the event the contractor is unable to pick up recycling in all or a part of the Municipality, recovery of the material will take place as outlined under the various conditions indicated above.

If the Municipality elects to recover the materials directly or through a third party, such recovery shall be at the sole cost of the Municipality unless previously approved in writing by the Executive Director of the Authority. There shall be no credit provided to the Municipality for a missed collection day or any part thereof if the materials are recovered no later than seven days from the regularly scheduled pick-up date.

ARTICLE II - TERM AND TERMINATION

Section 2.1 TERM

The Term of this Agreement shall commence on March 31, 2025, and shall continue until March 30, 2028, unless this Agreement is earlier terminated or extended as provided herein. Notwithstanding the foregoing, the Municipality may extend the term of the Agreement for two (2) additional periods of one (1) year each. Notice of the Municipality's election to extend the term of this Agreement shall be provided one hundred twenty (120) days prior to the anticipated termination date. The option to extend shall be approved by the Authority in its sole discretion.

The Authority, in its sole discretion, may determine not to extend the Agreement with the Contractor past the initial three-year term ending March 30, 2028, See Section 2.2.2.

Section 2.2 TERMINATION

Section 2.2.1 Termination by Municipality for Persistent Failure by Contractor to Perform.

The Municipality shall notify the Authority in writing of any incidents where the Contractor fails to perform the Recycling Services in an appropriate or timely fashion and in accordance with the terms of the Recycling Contract, and the Authority will use its best efforts to ensure that the Contractor cures its deficient performance by enforcing its contractual rights and remedies against the Contractor. In the event that the Contractor persistently and repeatedly fails to perform any material term or condition of the Recycling Contract and fails to cure such performance, the Municipality may terminate this Agreement upon ninety (90) days prior written notice to the Authority; provided, however, that the Municipality shall not be entitled to terminate this Agreement so long as the Contractor is proceeding in good faith and with due diligence to correct its failure or failures to perform. If the Municipality terminates the agreement prior to the conclusion of the three year term, the Municipality may be required to return to the Contractor all containers, dumpsters and 95 gallon containers as determined at the discretion of Authority.

Section 2.2.2 Termination by the Authority. This Agreement may be terminated by the Authority upon the occurrence of any of the following events:

(a) If the Recycling Contract entered into by and between the Authority and Contractor is terminated for any reason, the Authority shall be entitled to terminate this Agreement effective on the date of termination of the Recycling Contract.

(b) If the Municipality shall fail to pay an invoice by the due date (as set forth in Section 3.1(b)), the Authority may terminate this Agreement upon fourteen (14) days prior written notice to the Municipality.

(c) Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that should the Authority determine (in its sole discretion) that there are not sufficient monies to fund the County-Wide Recycling Program, the Authority shall be permitted to terminate this Agreement, upon at least ninety (90) days prior written notice to the Municipality. In such event, the Municipality shall assume responsibility for the collection and marketing of all recyclables in accordance with the provisions of the Solid Waste Management Act and the County Plan.

Section 2.2.3 Termination by Either Party. This Agreement may be terminated by either party in the event that any permit, license, consent, approval, or authorization which either the Authority or the Contractor is required to possess in order to carry out its obligations under this Agreement or the Recycling Contract is refused, revoked or withdrawn such that the Recycling cannot be performed for a period longer than fourteen (14) days; provided, however, that this Agreement may not be terminated by a party that is responsible for the occurrence of such event.

Section 2.2.4 Program Cancellation. In the event that (a) any litigation, whether judicial, administrative or otherwise, results in the entry of an order requiring that the County-Wide Recycling Program cease or that the Authority cease as implementing agency thereof, or (b) any governmental agency with jurisdiction over the Authority or the County-Wide Recycling Program provides for the dissolution of the Program, or that the Authority shall cease to act as the implementing agency of the Program, this Agreement shall be terminated upon the date specified in such order or by such governmental agency, without any responsibility or liability for such termination between the parties hereto or without any further obligation of the Authority.

ARTICLE III – PAYMENT OBLIGATIONS

Section 3.1 MUNICIPALITY'S PAYMENT OBLIGATION

(a) On and after the Commencement Date, the Municipality shall pay, monthly to the Authority for the provision of curbside, non-curbside, and drop off recycling services and, any Extra Services provided by the Contractor in the Municipality under the Recycling Contract. A listing of the Municipality's payment obligation to the Authority under this Agreement (the "Service Reimbursement Fee") is attached as Schedule A. Total Annual Costs estimated for the Municipality is attached as Schedule B.

(b) The Authority shall submit to the Municipality a copy of the monthly invoice for Recycling Services. The Municipality shall pay such invoice within sixty (60) days of receipt thereof. Monthly payments to the Authority must clearly indicate the month and amount attributable to each component of the Service Reimbursement Fee when said payments are combined with other rendered service payments.

(c) In the event that the Authority or the Contractor incurs any cost or expenses as a result of the Municipality's material failure to perform any of its obligations hereunder, the Authority shall submit to the Municipality a documented invoice for such cost and expense, and the Municipality shall pay such invoice within sixty (60) days following receipt thereof.

(d) The Municipality shall notify the Authority when new single-family and multi-family housing units are constructed, occupied and require Recycling Services. The Municipality's number of monthly invoiced units will be adjusted accordingly as new units are added.

(e) The Authority shall not make any contributions towards the cost of recycling service or any Extra Service and shall not provide any funds to the municipality for recycling.

(f) Municipality monthly numbers and amounts are subject to change based upon the monthly reports.

ARTICLE IV - MISCELLANEOUS PROVISIONS

(a) The Authority shall use best efforts to assure that the Contractor performs the Recycling Services in accordance with all applicable federal, state and local laws and regulations and the terms and of the Recycling Contract; however, the Authority shall not be liable for any costs and expenses incurred by the Municipality as a result of the acts or omissions of the Contractor or the Contractor's failure to perform the Recycling Services.

(b) The remedies set forth herein shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform their obligations hereunder.

Section 4.1 INDEMNIFICATION

(a) Authority Indemnification. To the extent permitted by law, the Authority shall indemnify, defend and hold harmless the Municipality, its officers, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Authority, its officers, members and employees, arising in connection with the performance of its obligations hereunder; provided, however, that the Authority shall have no such obligation to indemnify or hold the Municipality harmless for any loss or damage resulting from the negligence or willful misconduct of the Municipality, its officers, employees or agents or of the Contractor, its officers, employees, contractors and agents.

(b) **Municipality Indemnification.** The Municipality shall indemnify, defend and hold harmless the Authority, its officers, members, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Municipality, its officers, members, employees or agents arising in connection with the Municipality's performance of its obligations hereunder; provided, however, that the Municipality shall have no such obligation to indemnify or hold the Authority harmless for any loss or damage resulting from the negligence or willful misconduct of the Authority or its officers, members or employees.

(c) The Municipality covenants that the Drop Off Center Site has not been used for the disposal, storage and/or handling of solid waste or hazardous or toxic waste, and the Municipality is not aware of, or has any knowledge of, any previous or illegal activity on the site that may have resulted in the disposal, storage and/or handling of solid waste or hazardous or toxic waste. In the event that the Authority or the Contractor incurs any costs, expenses or liability as a result of the presence on the Drop Off Center Site of any solid waste or hazardous or toxic waste, the Municipality shall indemnify, defend and hold harmless the Authority and the Contractor and their respective officers, members, employees, contractors and agents, from and against all such claims, actions, liabilities, fines, penalties, costs and expenses. The Municipality shall be responsible for providing for the cleanup of the Drop Off Site, and the Authority shall not be responsible for the payment of any costs associated therewith.

(d) All indemnities contained in this Agreement shall survive the termination of this Agreement.

(e) Contractor shall be responsible to the Municipality for any personal or property damage incurred relating to the provision of the recycling collection services by the Contractor. The Authority shall not be responsible for any injury to persons or damage to or loss of real or personal property which may arise from or in connection with the performance of the work by the Contractor.

Section 4.2 MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

Section 4.3 SUCCESSORS AND ASSIGNS; ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the other party, which consent shall not be unreasonably withheld.

Section 4.4 FORCE MAJEURE

The Authority and/or Municipality shall be relieved from performing their respective obligations hereunder upon the occurrence of force majeure events, such as fire, catastrophe, casualty, pandemics, epidemics, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes that are beyond the reasonable control of the party relying thereon as justification for not performing any obligation hereunder; provided, however, that the affected party may only be excused to the extent necessitated by such force majeure event. Refer to Section 1.2.12, "State of Emergency Contingencies" for temporary suspension of service.

Section 4.5 HEADINGS

Captions and headings in this Agreement are intended for convenience of reference only and shall not be considered as having any bearing on this Agreement.

Section 4.6 GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey. All verified complaints shall be filed in Superior Court, Middlesex County.

Section 4.7 RELATIONSHIP OF THE PARTIES

Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 4.8 NO WAIVER

The failure of the Authority or the Municipality, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement or option. No waiver by the Authority or the Municipality of any term, covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Authority or the Municipality as the case may be.

Section 4.9 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 to this Agreement or to take such other actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, shall remain in full force and effect.

Section 4.10 COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

Section 4.11 MODIFICATIONS

The terms and conditions of this Agreement, including its attachments, may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.

Section 4.12 NOTICES

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered mail or certified mail, return receipt requested, or recognized overnight delivery, at the addresses set forth below, or to such other address as may be provided to the other party in writing from time to time. Notices delivered by registered or certified mail shall be deemed received three (3) days after sending or upon receipt, whichever shall occur first. Notices delivered by recognized overnight delivery shall be deemed received the date delivered.

If to the Authority:

Middlesex County Improvement Authority
101 Interchange Plaza
Cranbury, New Jersey 08512
Attn: Executive Director
Telephone: (609) 655-5141
Telefax: (609) 655-4748

With a copy to:
Rainone Coughlin Minchello, Attorneys at Law
Attn: Louis N. Rainone, Esq., Managing Partner
555 U.S. 1 South, Suite 440
Iselin, New Jersey 08830
Telephone: (732) 709-4182
Fax: (732) 791-1555

If to the Municipality: North Brunswick
710 Hermann Road
North Brunswick, New Jersey 08902
Attn: City Clerk
Telephone: (732) 247-0922 Ext. 470

(Remainder of page is intentionally blank – Signatures appear on the following page)

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are fully authorized and empowered to sign on their behalf.

SEAL:
ATTEST:

**MIDDLESEX COUNTY
IMPROVEMENT AUTHORITY**

Christine D'Agostino, Secretary

By: _____
James P. Nolan, Chairman

SEAL:
ATTEST:

NORTH BRUNSWICK

Lisa Russo, Clerk

By: _____
Francis M. Womack III, Mayor

SCHEDULE A

Middlesex County Improvement Authority
Curbside Recycling Collection Program
Collection Costs

Contract Term: March 31, 2025 – March 30, 2028
With two one (1) Year Options

Authority Contracted Cost

ASL- Single Family Homes	\$7.22 per home per month
Rear Load Service:	\$7.36 per month per home
2–5-yard dumpsters	\$67.27 per month
6–12-yard dumpsters	\$98.32 per month
Other Containers 20 gal. – 95 gal.:	\$15.52 per container per month

Drop Off center

Commingled	\$205 per ton
Cardboard	\$120 per ton
Mixed paper	\$120 per ton

- Note: (1) Municipalities will be responsible for 100% of the cost for all Services.
- (2) Commercial collection other than biweekly is considered "Extra Services".

SCHEDULE B

**TOTAL ANNUAL COST ESTIMATE FOR
NORTH BRUNSWICK**

North Brunswick - Rear Load Service				
Item Number	Pick Up Type	Quantity	Unit Price	Total
1A	Single Family Curbside	5700	\$7.36	\$41,952.00
1A	Misc. Curbside	2998	\$7.36	\$22,065.28
2A-2G	20 Gallon Bin - 95 Gallon Tote	34	\$15.52	\$527.68
2G-2J	2-5 CY Dumpster	144	\$67.27	\$9,686.88
2K-2M	6-12 CY Dumpster	75	\$98.32	\$7,374.00
Total Monthly Cost:				\$81,605.84
Total Annual Cost:				\$979,270.08

North Brunswick - ASL Service				
Item Number	Pick Up Type	Quantity	Unit Price	Total
1A	Single Family Curbside	5700	\$7.22	\$41,154.00
1A	Misc. Curbside	2998	\$7.22	\$21,645.56
2A-2G	20 Gallon Bin - 95 Gallon Tote	34	\$15.52	\$527.68
2G-2J	2-5 CY Dumpster	144	\$67.27	\$9,686.88
2K-2M	6-12 CY Dumpster	75	\$98.32	\$7,374.00
Total Monthly Cost:				\$80,388.12
Total Annual Cost:				\$964,657.44