



Plainfield Municipal Utilities Authority • 127 Roosevelt Avenue, Plainfield, NJ 07060 • Tel: (908) 226-2518 • Fax: (908) 226-2561

Eric E. Jackson, Executive Director

October 9, 2020

Clark Township
Municipal Building
430 Westfield Avenue
Clark, New Jersey 07066
Attn: Ms. Jennifer Kobliska
Assistant Treasurer

**RE: Shared Services Agreement for the
Provision of Collection and Recycling Services:
Between the Plainfield Municipal Utilities
Authority ("Authority") and the Township of
Clark ("Clark")
January 2, 2019 to January 1, 2024**

Dear Ms. Kobliska,

Please be advised that due to the financial duress the COVID-19 pandemic has placed upon our organization, and in an effort to sustain our services, we have no option but to enforce the provisions in the above-referenced contract.

Per Section 2: b (page 5):

"Clark and the Authority agree to divide Clark into two zones for purposes of scheduling Collection services. The Authority shall perform Collection Services for each zone twice per month on Saturdays, so that recyclable materials from each residence will be collected twice per month."

As some months have 5 Saturdays, the Authority has as a courtesy been picking up resident's recycling on the fifth Saturday. However, please be advised, that for the remaining years of the contract (2021, 2022 and 2023) the Authority will adhere to the collection terms as defined in the agreement and cited above.

Please feel free to call me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. E. Jackson', is written over a blue horizontal line.

Eric E. Jackson
Executive Director

cc: Beverley Morris-Gill, PMUA Deputy Director/CFO
Darius Griffin, PMUA Sales & Marketing Manager
Larry Chambers, PMUA Superintendent of Solid Waste Operations

Addendum 1 Typo Correction

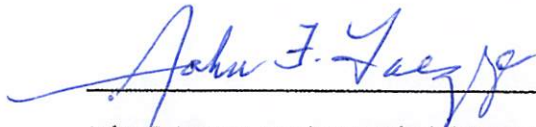
SECTION 4. TERM: The Term of this Agreement shall be for an initial term of five (5) years commencing on January 2, 2019 and terminating on January 1, 2024 and may be renewed each year thereafter in accordance with the provisions of Uniform Shared Services and Consolidation Act, on such terms and conditions as agreed by the Parties, unless terminated earlier, as set forth in Section 6.

ATTEST:

TOWNSHIP OF CLARK

A handwritten signature in blue ink, reading "Edith L. Merkel".

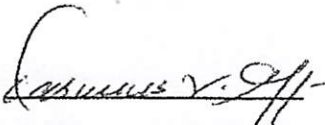
Edith L. Merkel, RMC

A handwritten signature in blue ink, reading "John F. Laezza".

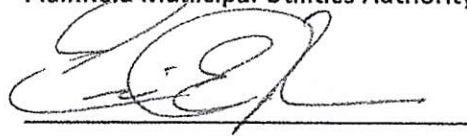
John F. Laezza, Business Administrator

ATTEST:

Plainfield Municipal Utilities Authority

A handwritten signature in black ink, reading "Darius Griffin".

Darius Griffin, Sales/Marketing Manager

A handwritten signature in black ink, reading "Eric E. Jackson".

Eric E. Jackson, Executive Director

**SHARED SERVICES AGREEMENT FOR THE PROVISION
OF COLLECTION AND RECYCLING SERVICES
FOR RECYCLABLE MATERIALS**

THIS AGREEMENT made this ____ day of July 2018 by and between the **Township of Clark**, a public body politic of the State of New Jersey, having its principal offices at 430 Westfield Avenue, Clark, New Jersey (“Clark”) and the **Plainfield Municipal Utilities Authority**, a public body corporate and politic of the State of New Jersey, having its principal offices at 127 Roosevelt Avenue, Plainfield, New Jersey (the “Authority”) (Clark and the Authority collectively referred to as the “Parties” and individually the “Party”).

WITNESSETH:

WHEREAS, the Authority is a municipal utilities authority created by Plainfield City Ordinance MC-1995-19 in accordance with the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq.; and

WHEREAS, pursuant to and in accordance with the Municipal and County Utilities Authorities Law, the Authority is authorized to provide solid waste, recycling collection and disposal services, both within and outside of its solid waste district; and

WHEREAS, Clark and the Authority desire to enter into an agreement, whereby the Authority will provide Clark with curbside collection and recycling services for recyclable materials generated within Clark; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. authorizes local units to enter into an agreement for any service provided on a regional, joint, interlocal, shared, or similar basis between local units, the provisions of which are memorialized by agreement between the participating local units, but, for the purposes of this

act, does not include any specific service or activity regulated by some other law, rule or regulation;

NOW THEREFORE, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

SECTION 1: DEFINITIONS

The following terms shall have the following meanings unless the context clearly indicates otherwise:

“Additional Services” shall mean any collection and/or disposal services, other than and in addition to, those Collection Services specifically set forth in the Agreement, as may be requested by Clark during the Term of the Agreement.

“Authority” shall mean The Plainfield Municipal Utilities Authority.

“Authorized Recycling Facility” shall mean a facility or facilities designated by the Authority for the delivery of Recyclable Materials.

“Clark” shall mean the Township of Clark.

“Collection” or Collection Services” shall mean the activity related to the Collection and Recycling of Recyclable Materials from Designated Locations within Clark.

“Collection Schedule” shall mean the collection schedule agreed to by the Parties with respect to the Collection of Recyclable Materials by the Authority.

“Container” shall mean 96-gallon containers to be purchased by Clark and suitable for the placement of Recyclable Materials by the citizens of Clark and the provision of Collection Services by the Authority at Designated Locations throughout Clark.

“Corrugated Cardboard” shall mean boxes and packaging generally made from wood pulp and consisting of two smooth sides with a corrugated inner layer.

“County Plan” shall mean the Union County District Solid Waste Management Plan, as amended from time to time.

homeowner shall be responsible for removing the Unacceptable Waste from the Container. The Authority will empty the Container on the next scheduled pick-up day, provided the Unacceptable Waste has been removed.

b. Clark and the Authority agree to divide Clark into two zones for purposes of scheduling Collection Services. The Authority shall perform Collection Services for each zone twice per month on Saturdays, so that Recyclable Materials from each residence will be collected twice per month.

c. Each household shall be responsible for ensuring that Recyclable Materials are placed securely in the Container. Larger amounts of cardboard should be flattened and tied into bundles no more than twenty-five (25) lbs.

d. The Authority shall collect and remove the Recyclable Materials that are placed in the Container, in accordance with the Recycling Collection Schedule set forth in Attachment A. The Authority shall transport the Recyclable Materials collected from the Containers to an Authorized Recycling Facility for disposition.

e. The Authority shall place containers at each of the following locations in Clark, and collect Recyclable Materials from each of these locations once (1) per week on Saturdays:

1. Municipal Building (430 Westfield Avenue) - Four (4) yard container
2. Public Safety Building (315 Westfield Avenue) - Two (2) yard container
3. Library (315 Westfield Avenue) - Two (2) yard container
4. Fire Headquarters (Broadway) - Four (4) yard container

2.2. **Supply of Containers.** The Authority shall provide Clark with five thousand one hundred (5,100) Containers suitable for depositing Recyclable Materials by the citizens of Clark and the provision of Collection Services by the Authority at Designated Locations throughout Clark.

2.3 **Maintenance and Repair of Containers.**

Clark shall be responsible for general maintenance and general repair of the Containers caused by normal wear and tear and by any damage to the Containers during the Term of this Agreement until such time as Clark has reimbursed the Authority for the cost of the Containers. Repairs shall be made the same day if possible, or within forty-eight (48) hours and replacement Containers shall be provided if the repairs require the removal of Containers. The costs for repairs shall be borne by Clark, including the placement of Unacceptable Waste in the Containers, with the exception of any damages caused by the gross negligence by the Authority and its representatives in providing Collection Services.

2.4. **Unacceptable Waste.** Residents of Clark shall not place any Unacceptable Waste in any Container for collection by the Authority. No Unacceptable Waste shall be placed outside of or on the ground around the Container. Clark shall be solely responsible for the disposal and disposition of Unacceptable Waste placed by a resident of Clark in a Container that is removed from the Container by the Authority prior to collection. In the event Unacceptable Waste is discovered at the Authorized Recycling Facility in loads of Recyclable Materials from Clark delivered by the Authority to the Authorized Disposal Facility, Clark shall be solely responsible for the payment of any costs for disposal of the Unacceptable Material.

2.5 **Additional Services.** At any time during the Term of this Agreement, the Parties may agree that additional services may be required by Clark. In the event that the Parties agree that additional services will be provided, the Parties will set forth the terms and conditions for the provision of the additional services by the Authority, and the payment of any additional fees by Clark for such additional services, as an amendment to this Agreement.

SECTION 3. COMPENSATION. Compensation for the provision of Collection Services by the Authority in accordance with this Agreement shall be as follows:

a. **Payment for Collection Services.**

Clark agrees to pay to the Authority annually for labor costs in providing Collection Services the amount of One Hundred Eighty-Five Thousand One Hundred Seventy-Nine Dollars and Eighty Cents (\$185,170.80) for Collection Services during the each year of this Agreement, which shall be payable in twelve (12) equal monthly payments each year of Fifteen Thousand Four Hundred Thirty Dollars and Ninety Cents (\$15,430.90). Such amount does not include the cost of the Containers and recycling/disposal fees imposed by the Authorized Recycling Facility as discussed later in this Section.

b. **Payment for Recycling and Disposal Costs.**

Clark and the Authority agree that Clark shall be billed separately by the Authorized Recycling Facility for the cost of recycling and disposal services, and Clark shall be solely responsible for the timely payment of these costs. Failure by Clark to timely pay for the cost of recycling and disposal services by the Authorized Recycling Facility that results in the refusal of the Authorized Recycling Facility to accept Recyclable Materials from Clark delivered by the Authority shall entitle the Authority to discontinue such Collection Services until such time as

the Authorized Recycling Facility has been paid for its services and agrees to accept Recyclable Materials from Clark. In the event Clark fails to remain current with its payments to the Authorized Recycling Facility, the Authority has no obligation to collect and deliver the Recyclable Materials to another Authorized Recycling Facility.

c. Payment for Containers.

1. The Authority has contracted with and purchased from Cascade Engineering, Grand Rapids, Michigan for the Containers, including assembly. See Attachment B - Invoice from Cascade Engineering. The cost of the Containers is Two Hundred Seventy-Five Thousand Four Hundred Sixty Dollars (\$275,460.00), which shall be paid to the Authority by Clark in equal monthly payments in each year of Four Thousand Five Hundred Ninety One (\$4,591.00) over the five-year term of this Agreement.

2. In the event of a default by Clark that results in the termination of this Agreement, Clark shall be responsible to immediately pay to the Authority the full cost of the Containers less any payments tendered by Clark to the Authority as part of its monthly payments under this Agreement.

3. In the event of a default by the Authority that results in the termination of this Agreement, Clark shall be responsible to either return those Containers that have not been paid for through its monthly payments or immediately pay to the Authority the full cost of the Containers less any payments tendered by Clark to the Authority as part of its monthly payments under this Agreement.

d. Additional Fee for Rejected Loads.

Clark shall be required to compensate the Authority for any costs incurred by or imposed on the Authority with respect to the delivery of any Recyclable Material collected under this Agreement by the Authority that is rejected by the Authorized Recycling Facility because it is commingled with an inordinate amount of Unacceptable Waste.

3.4 **Monthly Invoice.** The Authority shall provide Clark with a monthly Invoice for the provision of Collection Services as described in Section 3b above and the monthly cost of the Containers as described in section 3c above, and a separate Invoice for any additional fees for Rejected Loads. The Invoice(s) will be sent to Clark during the week following the last day of the month of service. Full payment shall be submitted by Clark to the Authority within thirty (30) days of receipt of the Authority Invoice(s).

SECTION 4. TERM: The Term of this Agreement shall be for an initial term of five (5) year term commencing on January 2, 2019 and terminating on January 1, 2023, and may be renewed each year thereafter in accordance with the provisions of Uniform Shared Services and Consolidation Act, on such terms and conditions as agreed by the Parties, unless terminated earlier, as set forth in Section 6.

SECTION 5. UNCONTROLLABLE CIRCUMSTANCES. Neither the Authority nor Clark shall be considered to be in default of this Agreement if delays in, or failure of, performance shall be due to Uncontrollable Circumstances, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. Neither Party shall, however, be excused from performance if nonperformance is due to forces that are preventable, removable, or remediable and that the non-performing Party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-

performing Party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Circumstance, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations on this Agreement.

SECTION 6. TERMINATION.

a. Default by Clark.

Clark shall be in Default under this Agreement if any or a combination of any of the following events occurs:

- (i) Failure by Clark to make payment to the Authority for more than thirty (30) days following written notice;
- (ii) Clark voluntarily files a petition in bankruptcy and an action to withdraw such petition is not filed within thirty (30) days thereafter; or
- (iii) An involuntary petition in bankruptcy is filed against Clark and the petition is not withdrawn or dismissed within ninety (90) days thereafter.

b. Default by the Authority.

The Authority shall be in Default under this Agreement if any or a combination of any of the following events occurs:

- (i) Failure by the Authority to perform any material obligation set forth in this Agreement;

“Designated Locations” shall mean the following locations identified by Clark to receive Services: All residential homes (approx. 5,000) located within the boundaries of Clark.

“Disposition” shall mean the collection, transportation, placement, reuse, sale, transfer of Designated Recyclable Materials for all possible uses except disposal as Solid Waste.

“Glass Containers” shall mean all glass containers used for packaging food or beverages. The same may be transparent or translucent and/or tinted brown or green.

“Mixed Paper” shall mean glossy inserts, magazines, junk mail, colored paper, computer paper, office paper and fine paper.

“Newspapers” shall be deemed to include papers of the type commonly referred to as newsprint, with colored inserts such as comics or advertisements. Newspapers do not include magazines, periodicals, books and such other paper products of every nature.

“Paper” shall mean all paper grades, including but not limited to, newspapers, magazines, office paper, computer ledger, mixed paper and cardboard.

“Plastic Containers” shall mean:

1. Polyethylene Terephthalate - PETE or PET (SPI code #1);
2. High-density Polyethylene - HDPE (SPI code #2);
3. Polyvinyl Chloride - PVC or V (SPI code #3);
4. Low-density Polyethylene - LDPE (SPI code #4);
5. Polypropylene - PP (SPI code #5);
6. Polystyrene - PS (SPI code #6);
7. Other Plastics - OTHER or O (SPI code #7);

“Recyclable Materials” shall mean those materials used and discarded by residents of Clark, which would otherwise become Solid Waste, that may be collected, separated or processed and returned to the economic mainstream for recovery and for the purpose of reclamation of all or a significant portion of the materials or products. For purposes of this Agreement, the following materials are deemed Recyclable Materials for Collection by the Authority: Corrugated Cardboard, Glass Containers, Mixed Paper, Newspapers, Paper, Plastic Containers and Waste Paper Products .

“Recycling” means any process by which materials that would otherwise be disposed of as Solid Waste are separated, collected, processed and returned to the economic mainstream or converted into economically valuable materials or products.

“Recycling Services” shall mean the collection of Recyclable Materials from the Designated Locations and the delivery of such materials to the Authorized Recycling Facility.

“Service Fees” shall mean the monthly fees charged by the Authority for the Services provided to Clark as set forth in this Agreement.

“Solid Waste” shall mean any garbage, refuse, trash or other waste material discarded or intended to be discarded by the user as further defined as Type 10 waste under N.J.A.C. 7:26-2.13(g)1.

“Waste Paper Products” shall mean all uncontaminated paper material such as used newspaper, magazines, books, paper, food cartons, cardboard boxes, wrapping paper, bags and discarded letters and envelopes.

“Unacceptable Waste” shall mean Solid Waste, Hazardous Waste, Industrial Waste, Construction and Demolition Waste, and Regulated Medical Waste as such terms are defined in regulations promulgated by the New Jersey Department of Environmental Protection in Title 7 of the New Jersey Administrative Code.

“Uncontrollable Circumstances” shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the Term, that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both Parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions. Uncontrollable Circumstances shall not include: insolvency or inability to pay any amount required by this Agreement.

SECTION 2: SCOPE OF SERVICES TO BE PROVIDED BY THE AUTHORITY

2.1 Collection Services for Recyclable Materials.

a. During the Term of this Agreement, the Authority shall provide Collection Services to Clark for Recyclable Materials generated at each household that are placed in the Containers and placed at the curb by the residents. If Unacceptable Waste is placed in the Containers, the Authority will immediately advise the Clark Department of Public Works and the

- (ii) The Authority voluntarily files a petition in bankruptcy and an action to withdraw such petition is not filed within thirty (30) days thereafter;
or
- (iii) An involuntary petition in bankruptcy is filed against the Authority and the petition is not withdrawn or dismissed within ninety (90) days thereafter.

c. Remedies.

In the event of a Default, the non-defaulting Party shall give the other Party written notice describing the default and a thirty (30) day period to correct the default. If the default is not corrected prior to the end of the thirty (30) day period, the non-defaulting Party shall have the right, unless otherwise provided in this Agreement, to (i) immediately terminate the Agreement upon written notice thereof to the defaulting Party; (ii) seek remedy in law or equity in a court of competent jurisdiction; (iii) withhold any payment due as an offset; and (iv) undertake any combination of the above.

SECTION 7: INSURANCE.

a. The Authority shall maintain comprehensive general liability insurance, automobile insurance and workers compensation insurance, naming Clark as an additional insured, during the Term of the Agreement in sufficient amounts as agreed to by the Parties, to protect Clark and the Authority with respect to the Collection Services to be provided by the Authority to Clark under the terms of this Agreement.

b. Clark shall maintain comprehensive general liability insurance, naming the Authority as an additional insured, during the Term of the Agreement in sufficient amounts as agreed to by the Parties, to protect Clark and the Authority with respect to the Collection Services to be provided by the Authority to Clark under the terms of this Agreement.

SECTION 8: INDEMNIFICATION. Each Party agrees that it shall defend, indemnify and save harmless the other Party, its officers, agents and employees and each and every one of them, against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs), including, without implied limitations, liabilities for damage to property or liabilities for injury or death of an person (including liabilities for damage property or liabilities for injury or death of the officers, agents and employees of the Party) resulting from the other Party's negligent performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents or employees in any manner related to the services provided under this Agreement.

SECTION 9: PERMITS/LICENSES/APPROVALS. The Authority shall obtain and maintain all permits, licenses and approvals required to perform the Services set forth in this Agreement during the Term of this Agreement. The Authority shall comply with all applicable laws, rules, regulations, and ordinances and codes, with respect to the performance of its obligations under the Agreement.

SECTION 10: MEETINGS. Designated representatives of Clark and the Authority shall meet as frequently as needed after commencement of the Collection Services, to assess the

effectiveness of the Collection Services being provided under this Agreement and to address any issues as appropriate.

SECTION 11. MISCELLANEOUS.

a. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the courts or administrative tribunals of the County of Union, State of New Jersey, as the venue for any causes of action brought under this Agreement.

b. **Authority to Enter Agreement.** Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation by or against it that will or has the potential to cause a material adverse impact on the Party's performance obligations under this Agreement.

c. **Entire Agreement.** This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises, representations, agreements, understandings and arrangements relative thereto being herein merged.

d. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.

e. **Modification.** The provisions of the Agreement may be amended, modified and/or supplemented from time to time only by a written instrument approved by each Party hereto.

f. **Severability**. The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, as set forth below, the Parties have caused this instrument to be executed on behalf of Clark pursuant to Resolution No. 18-98 adopted by Clark on July 16, 2018 for said purpose, and on behalf of the Authority pursuant to Resolution No. 69-2018, adopted by the Authority on June 28, 2018 for said purpose, as of the day and year first above written.

ATTEST:

TOWNSHIP OF CLARK



Edith L. Merkel, RMC



John F. Laezza, Business Administrator

ATTEST:

PLAINFIELD MUNICIPAL UTILITIES
AUTHORITY



INTERIM EXECUTIVE DIRECTOR

ATTACHMENT A
RECYCLING COLLECTION SCHEDULE

LOCATION	DAY(S) OF COLLECTION
ZONE ONE	FIRST AND THIRD SATURDAY MONTH
ZONE TWO	SECOND AND FOURTH SATURDAY EACH MONTH

ATTACHMENT B
AUTHORITY LABOR COSTS FOR COLLECTION SERVICES

ATTACHMENT C

INVOICE FROM CASCADE ENGINEERING FOR CONTAINERS



☐	H-GAC Contract #RC01-18
☐	MassDEP Contract #FAC87
☐	NJPA Contract #041217-CEI

Date:

↑ Plainfield

ADDITIONAL INFORMATION	
Freight Info:	\$2,300 per load
Wheel Size:	10"
Leadtime:	4 to 10 weeks
Payment Terms:	45 days net.
Warranty:	10 year non-prorated
Quote Valid Until:	7/1/18
Taxes:	All applicable taxes to be paid by buyer unless tax exemption certificate is provided

PRESENTED BY:		ACCEPTED BY:	
Mark Broderick, National Municipal Sales Director Cascade Engineering, Inc. 4950 37th Street SE Grand Rapids, MI 49512 Phone: office - 203-263-3187 / cell - 203-695-1130 Fax: 616-975-4902 Email: mark.broderick@cascadeng.com			
		Sign and Print Name	Date
		Title	Phone

Please return signed acceptance to Mark Broderick at the email or fax number above.

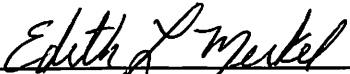
TOWNSHIP OF CLARK

Resolution 18-148

November 19, 2018

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, New Jersey that it hereby affirms the action taken by the Business Administrator to execute an amendment to Section 4; Term, of the Recycling Contract with the Plainfield Municipal Utilities Authority (PMUA) to correctly reflect the five-year period beginning January 2, 2019 and ending January 1, 2024.

ATTEST:


EDITH L. MERKEL, RMC
Township Clerk

APPROVED:


WILLIAM F. SMITH
Council President

Res18/11-19AmendPMUAcontract

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese		✓	✓			
Barr			✓			
Hund			✓			
Mazzarella			✓			
O'Connor			✓			
Toal	✓		✓			
Smith			✓			
TOTAL			7			

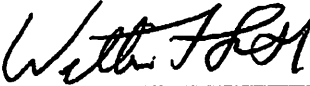
TOWNSHIP OF CLARK
Resolution 18-98
July 16, 2018

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that it does hereby authorize the Mayor and/or Business Administrator to execute a Shared Services Agreement in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., with the Plainfield Municipal Utilities Authority for Recycling Collection Services within the Township of Clark effective the first day of January 2019 pending adoption of the Temporary Budget and subsequent budgets for the full term of the agreement.

ATTEST:


EDITH L. MERKEL, RMC
Township Clerk

APPROVED:


WILLIAM F. SMITH
Council President

Res18/7-16AuthRecyclingShared AgrmntPMUA

	Motion	Second	Aye	Nay	Abstain	Absent
Albanese			✓			
Barr			✓			
Hund			✓			
Mazzarella	✓		✓			
O'Connor			✓			
Toal		✓	✓			
Smith			✓			
TOTAL			7			

A d d e n d u m

to July 16, 2018

**SHARED SERVICES AGREEMENT FOR THE PROVISION
OF COLLECTION AND RECYCLING SERVICES
FOR RECYCLABLE MATERIALS**

THIS AGREEMENT is between Plainfield Municipal Utilities Authority (“Authority”) and the Township of Clark (“Clark”).

THE TERM of this Agreement is for an initial five (5) year term commencing on January 2, 2019 and terminating on January 1, 2024.

THIS ADDENDUM shall become effective as of Monday, January 28, 2019.

I. Section 1: DEFINITIONS (page 2). shall be modified as follows:

a. **“Container”** **“Cart”** shall mean 96-gallon ~~containers~~ **“cart”** to be purchased by Clark and suitable for the placement of Recyclable Materials by the citizens of Clark and the provision of Collection Services by the Authority at Designated Locations throughout Clark.

II. Section 1: DEFINITIONS (page 2), shall be modified as follows, to include:

“Dumpster” shall mean either a Two (2) yard container or a Four (4) yard container to be supplied by the Authority and suitable for the placement of Recyclable Materials by the citizens of Clark and the provision of Collection Services by the Authority at Designated Locations throughout Clark.

III. Section 2: SCOPE OF SERVICES TO BE PROVIDED BY THE AUTHORITY; 2.1
Collection Services for Recyclable Materials; e. (page 5). shall be modified as follows:

e. The Authority shall place ~~containers~~ "dumpsters" at each of the following locations in Clark, and collect Recyclable Materials from each of these locations once (1) per week on Saturdays:

1. Municipal Building (430 Westfield Avenue) - Four (4) yard ~~container~~ "dumpster"
2. Public Safety Building (315 Westfield Avenue) - Two (2) yard ~~container~~ "dumpster"
3. Library (~~315~~ "303" Westfield Avenue) - Two (2) yard ~~container~~ "dumpster"
4. Fire Headquarters (~~Broadway~~ "250 Broadway") - Four (4) yard ~~container~~ "dumpster"
5. "Veterans of Foreign Wars (6 Broadway) - Two (2) yard dumpster"
6. "American Legion Building (78 Westfield Avenue) - Two (2) yard dumpster"

The original SHARED SERVICES AGREEMENT FOR THE PROVISION OF COLLECTION AND RECYCLING SERVICES FOR RECYCLABLE MATERIALS, adopted by Clark on July 16, 2018, is attached and made part of this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the changes and/ or additions to the original stated Agreement as set forth herein. These changes shall be made valid as if they are included in the original stated Agreement.

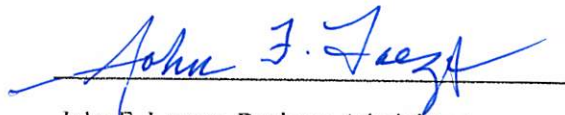
No other terms or conditions of the above mentioned original stated Agreement shall be negated or changed as a result of this here stated addendum.

ATTEST:

TOWNSHIP OF CLARK



Edith L. Merkel, RMC



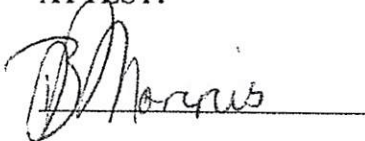
John F. Laezza, Business Administrator

DATE:

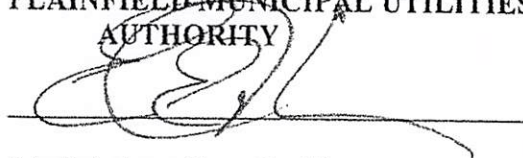
1/30/19

ATTEST:

PLAINFIELD MUNICIPAL UTILITIES
AUTHORITY



Beverley Morris-Gill, Deputy Director/CFO



Eric E. Jackson, Executive Director

DATE:

1/24/19