

**OCEAN COUNTY
RECYCLING CENTER USE
AND REVENUE SHARING AGREEMENT**

THIS AGREEMENT made and entered into this 17 day 10 of 2004, by and between the TOWNSHIP OF MANCHESTER (hereinafter Municipality) and the **OCEAN COUNTY BOARD OF CHOSEN FREEHOLDERS**, 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 decrease dependence on landfills while 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 source separated commingled recyclable materials located at New Hampshire Avenue, New Jersey and Recovery 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, through the means of this Agreement, wishes to afford all municipalities and haulers an opportunity to utilize said Recycling Centers subject to the availability of capacity; and

WHEREAS, the County wishes to share fifty (50) percent of the net revenue it receives 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. These municipal revenue sharing payments will be made twice per year provided that revenues are available for distribution from the previous six month Facility operating period.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, 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 up to 300 tons per day on an average daily basis of recyclable materials 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: 601 New Hampshire Ave., Lakewood, NJ

Telephone: (732) 367-0802
Contact: Joseph Johnson
Hours of Operation: 7:30 AM to 3:00 PM -
Monday through Friday

B. Southern Recycling Center

Location: 300 Recovery Road, Manahawkin, NJ
Telephone: (609) 978-0913
Contact: Fredric Kociban
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. Neither the Municipality nor its designated hauler shall be required to pay a processing fee for the delivery of recyclable materials during the term of this Agreement provided that the Municipality is in full compliance with the terms and conditions set forth herein.

B. In addition, the Municipality shall be given priority for other services provided by the County including:

1. Household Hazardous Waste Program
2. Igloo Program
3. Specialized Collection Programs
4. Leaf Composting Services
5. Battery Recycling Program
6. Empty Paint Can Recycling Program.

C. Municipalities that have not executed this Agreement will be able to utilize the Recycling Centers only in the event that 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 to 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 that proper credit is given to the Municipality for the delivery of recyclable materials.

3. The Municipality shall incorporate in any contract with its designated hauler, entered into after the date of this Agreement, a requirement that all recyclable materials collected by that hauler will be delivered to the County.

D. The County shall provide the Municipality with regular monthly reports of the amount of recyclable materials delivered to the County by the Municipality or its designated hauler.

SECTION 4: REVENUE SHARING

A. The County agrees to share fifty (50) percent of the net revenue received by the County from the operation of the Ocean County Materials Processing Facility with all the 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.

B. Such municipalities will receive credit for all the recyclable materials which are delivered from within their respective communities which can be processed at the Ocean County Materials Processing Facility.

C. Payments will be paid by the County to qualifying municipalities in March and September of each year, provided revenues are available. Each municipality's revenue share will be based upon the number of tons of recyclable materials delivered from the Municipality to the County's Recycling Facilities.

D. 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 assure delivery of expected tonnage. If a municipality or its designated hauler does not deliver all recyclable materials collected in that municipality to the County's Recycling Facilities, it will not be eligible to participate in the revenue sharing program.

SECTION 5: COMMENCEMENT AND TERM

This Agreement shall be effective and binding upon both parties for the period from January 1, 2005 through December 31, 2009. The County shall provide written

notice to the Municipality ninety (90) 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, 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 by first class mail, postage prepaid and addressed as follows:

A. The County:

Ocean County Board of Chosen Freeholders
Administration Building
PO Box 2191
Toms River, NJ 08754-2191
Attention: District Recycling Coordinator

With a copy to:

Berry, Kagan & Sahradnik, P.A.
212 Hooper Avenue
PO Box 757
Toms River, NJ 08754

B. The Municipality:

Township of Manchester
1 Colonial Drive
Manchester, NJ 08759

With a copy to:

Changes in the respective addresses to which such notices are to be given may be made from time to time by either party by written notice to the other party.

SECTION 9: INSURANCE COVERAGE

The Municipality or, if applicable, its designated hauler shall procure and maintain the following insurance coverage:

1. Comprehensive general liability coverage of at least \$1 million per 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.

SECTION 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 acquiring 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.

MUNICIPALITY

ATTEST:

TOWNSHIP OF MANCHESTER

Marie Pellecchia

By: *Michael Fressola*
MICHAEL FRESSOLA, MAYOR

ATTEST:

**OCEAN COUNTY BOARD OF
CHOSEN FREEHOLDERS**

Daniel J. Hennessy
DANIEL J. HENNESSY
CLERK OF THE BOARD

By: *John P. Kelly*
JOHN P. KELLY
FREEHOLDER DEPUTY DIRECTOR

SCHEDULE B

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

OCEAN COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

JANUARY 1, 2005

RULES AND REQUIREMENTS OF THE OCEAN COUNTY RECYCLING CENTERS

This document outlines the requirements for use of the 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 insure that State permit requirements are met and to insure that materials will 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
601 New Hampshire Avenue
Lakewood, NJ 08701
Contact: Joseph Johnson
Phone: (732) 367-0802

- B. Southern Recycling Center
300 Recovery Road
Manahawkin, NJ 08050
Contact: Fredric Kociban
Phone: (609) 978-0913

- C. Regional Composting Program - Headquarters
601 New Hampshire Avenue
Lakewood, NJ 08701
Contact: Vally L. Swoveland
Phone: (732) 367-0802

II. Hours of Operation

The County Recycling Centers are open for business from 7:30 a.m. to 3:00 p.m., Monday through Friday. Both are open for business on Saturdays from 7:30 a.m. to 3:00 p.m., citizens only.

III. Available Services

The County Recycling Centers accept the following recyclable materials:

- A. **Commingled Recyclables** - consisting of green, brown and clear glass, aluminum cans, tin cans, bi-metal can (aluminum top with steel sides and bottom), all plastic bottles and empty steel aerosol cans.
- B. **Paper Stream** - these materials are collected as three separate items and cannot be combined.
 - 1. **Newsprint** - all the newsprint plus inserts that come with your daily newspaper, bundled and tied with a string.
 - 2. **Mixed Paper** - magazines, catalogs, junk mail and used writing paper (all colors) placed inside a brown bag.
 - 3. **Corrugated** – brown corrugated cardboard broken and flattened into a tight bundle and tied with a string.
- C. **Multipaper** – newsprint, mixed paper and corrugated mixed together. There is a surcharge for bringing in this material.
- D. **Separated Recyclables**
 - 1. Color Sorted Glass Containers
 - 2. Aluminum Cans
 - 3. Tin Cans
 - 4. Bi-Metal Cans
 - 5. Newspapers
 - 6. Corrugated Cardboard
 - 7. PET Containers
 - 8. HDPE Containers

9. Office Paper
10. Waste Oil
11. Lead-acid Batteries
12. Household Batteries (Dry-Cell)
13. Tires (\$1 charge per tire)
14. Empty Steel Paint Cans
15. Paint - Latex, Oil based and Boat Paint
16. Computers and Computer Components
17. Other materials as markets become available

Source separated recyclables that contain an unacceptable level of contamination may be rejected at the County's facilities. The level of unacceptable materials is to be no greater than 1% by volume. The hauler will be responsible for reloading unacceptable materials into their vehicles. If the hauler cannot reload within a timely manner the County will reload and assess a surcharge of \$100 per incident. Repeat offenders may be denied access to the County's facilities.

The regional leaf composting facilities accept leaves and brush and may, depending on State requirements, accept quantities of grass clippings. The requirements for acceptance of leaves and brush are defined in Section IV, B 8 and 9. It is recommended that anyone wishing to deliver grass clippings, contact Mr. Vally L. Swoveland 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 materials delivered shall be source separated recyclables free of any waste or other materials; i.e., putrescible waste, medical waste, direct, etc.

2. All materials 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. Commingled Containers
 - a. Must only include containers (bottles or cans). Ceramics, mirrors, light bulbs, stones, plastic wrappers, etc. are not acceptable.
 - b. Cannot be compacted or crushed in any way.
 - c. Must be clean and dirt free.
 - d. Stripping of individual components from the commingled mix, such as aluminum is prohibited.
2. Newspaper must be bundled and tied with string only. Glossy advertisements and other inserts which are included in the Sunday paper may be included in the bundles. Paper bags are considered unacceptable and a high percentage of paper bags are cause for rejection.
3. Glass, Plastic and Metal Containers - Delivered separately
 - a. Glass must be color separated.
 - b. Must only include containers utilized for the packaging of food or beverage products.
 - c. Metal containers must be separated by type (i.e., bi-metal aluminum).
4. Mixed Paper - magazines, catalogs, junk mail and used writing paper placed inside a brown bag.

5. Waste Oil
 - 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.
6. Corrugated - brown corrugated cardboard bundled and tied with a string.
7. Tires – off the rim only.
 - a. Payment of \$1.00 per tire made at County Recycling Centers.
 - b. Limited to car and pickup truck tires only. Tires larger than 10/20's (width in inches/height in inches) are prohibited.
 - c. Limit 20 tires per person.
8. Brush - limited to limbs with a diameter of 4 inches or less and a length of 8 feet or less.
9. Leaves
 - a. Must be free of other debris; i.e., concrete, hoses, limbs, metal, etc.
 - b. Must be unbagged. If they are delivered bagged, the bags must be removed before unloading.
10. Household Products
 - a. Empty steel Paint Cans (must be empty and dry)
 - b. Batteries - standard household, auto and truck batteries. (Industrial batteries prohibited)

- c. Paint - maximum of 20 cans per day from residents only. Limited to latex, oil based or boat paints. (No stains or wood preservatives)
- d. Phone Books (limited to Ocean County generated only)

V. Regional Leaf Compost Program

Appendix I lists the regional leaf compost facilities and designated contacts. Use of these facilities is on a capacity available 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 items can 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. The municipal sites are limited to residential or municipal vehicles or commercial vehicles of a standard pickup truck size with normal bed or smaller for brush.

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 fifteen (15) miles per hour, unless otherwise posted.

**OCEAN COUNTY NORTHERN RECYCLING CENTER
LAKEWOOD TOWNSHIP, NEW JERSEY
TRAFFIC FLOW RULES & REGULATIONS**

1. All municipal and commercial vehicles must enter the Ocean County Northern Recycling Center at Gate #1 on New Hampshire Avenue.
2. All municipal and commercial vehicles must stop at the scalehouse to be weighed in and to be directed to the appropriate area.
3. A majority of the incoming loads will go to the Ocean County Materials Processing Facility and the tipping floor manager is responsible for

directing all vehicles. While drivers are in line and waiting to use the facility or inside the tipping area, drivers are required to operate their vehicles in a safe manner and to cooperate with the tipping floor manager.

4. Outgoing shipments, after vehicles are loaded, will reenter the scalehouse area through Gate #1, scale out and report to the RRT Administration Building office for their proper paperwork.
5. Vehicles containing leaves, brush or grass clippings are to proceed to the composting area and unload the material in the appropriate area. The locations for each material is identified by a sign.
6. Once your vehicle is unloaded, please proceed to Gate #3. All vehicles must exit using Oberlin Avenue.
7. The County believes in safety first and we require each driver to operate their vehicle in a safe manner. The County will monitor all vehicles utilizing the facility and the appropriate persons of vehicles operated in an unsafe manner will be notified.
8. Thank you for your cooperation in helping make this facility a safe place for employees of the municipalities, RRT Recycle America and Ocean County. In addition, members of the public will be utilizing the Center and we must provide them with a safe visit to the County's facility.

**OCEAN COUNTY SOUTHERN RECYCLING CENTER
STAFFORD TOWNSHIP, NEW JERSEY
TRAFFIC FLOW RULES & REGULATIONS**

1. All municipal and commercial vehicles must enter the Ocean County Southern Recycling Center at the East Gate on Recovery Road.
2. All municipal and commercial vehicles must stop at the scalehouse to be weighed in and to be directed to the appropriate area.
3. A majority of the incoming loads will go to the Transfer Station Building and the site supervisor is responsible for directing all vehicles. While drivers are in line and waiting to use the facility or inside the tipping area, drivers are required to operate their vehicles in a safe manner and to cooperate with the site supervisor.
4. Outgoing shipments, after vehicles are loaded, must reenter the

scalehouse to scale out.

5. Vehicles containing leaves or brush are to proceed to the composting area and unload the material in the appropriate area. The locations for each material is identified by a sign.
6. Once your vehicle is unloaded, those with tare weights can depart the facility and those without tare weights must return to the scalehouse. All vehicles must exit onto Hay Road.
7. The County believes in safety first and we require each driver to operate their vehicle in a safe manner. The County will monitor all vehicles utilizing the facility and the appropriate persons of vehicles operated in an unsafe manner will be notified. The maximum speed permitted at this facility is 15 miles per hour.
8. Thank you for your cooperation in helping make this facility a safe place for employees of the municipalities, and Ocean County. In addition, members of the public will be utilizing the Center and we must provide them with a safe visit to the County's facility.

VII. No Smoking Area

Smoking shall be prohibited at the Supervisor's Office Building, vehicle storage building, fuel pumps, commingled and paper drop-off area, citizens drop-off area and the Recycling Education Building.

VIII. Availability of Compost and Mulch

Finished compost and mulch are available at the County's Recycling Centers on a first come, first serve basis, during normal working hours. In the event there is a shortage of finished product, private citizens 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 citizens shall be exempt from this requirement.

X. User Check-In and Records

Upon entering the County Recycling Centers, (except the residential recycling centers and municipal compost sites) all users shall check in at the scalehouse to complete paperwork and to be directed to the appropriate tipping area. Users will also be required to weigh in and out at the Scalehouse and drivers must certify their deliveries. All commercial and business vehicles must have signs on their vehicles, so the personnel in the Scale House and County staff working at the site can identify the name of the company using the facility. All landscapers need to have signs on their vehicles so they can be identified, as well as four-inch vehicle numbers which identifies each vehicle and they should be located so they can be visible to County personnel in the Scale House. All municipal vehicles must have their municipal seal and vehicle number positioned so it is visible to personnel in the Scale House. Vehicles without proper signs and numbers will be denied access to the County's facilities.

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

- A. Weight slips for materials entering and leaving 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 all weight slips will be maintained by the County. County records will be made available to municipality/hauler upon request thereafter.

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

Beachwood Borough

John Behrens, Supervisor, Public Works
732-286-6010, Ext. 11

Beachwood
Ocean Gate
Pine Beach

Berkeley Township

Mark Vanella, Supervisor
732-349-4616

Berkeley

Brick Township

Jack Nydam, Director, Public Works
732-477-3000

Brick Township
Bay Head
Mantoloking
Point Pleasant Beach
Point Pleasant Borough

Dover Township

Tim Russell, Director, Public Works
732-341-1000

Dover

Lacey Township

J. Casey Parker, Director
609-693-1100 Ext. 301

Lacey Township

Lakehurst Township

Bob Bardenhagen, Public Works
732-657-9797

Lakehurst - Brush Only

Manchester Township

Stephen Stanziano, Director, Public Works
732-657-8121, Ext. 217

Manchester

Ocean County Northern Recycling Center - Lakewood

Vally L. Swoveland, Compost Supervisor
732-367-0802

Lavallette
Island Heights
Lakehurst
Lakewood
Plumsted
South Toms River
Seaside Park
Seaside Heights

Ocean County Southern Recycling Center - Stafford

Fredric Kociban, Supervisor
609-978-0913

Barnegat
Barnegat Light
Beach Haven

Ocean County Southern Recycling Center – Stafford (cont.)

Berkeley
Eagleswood
Harvey Cedars
Little Egg Harbor
Long Beach Township
Ocean Township
Ship Bottom
Stafford
Surf City
Tuckerton

Plumsted Township

Dave Rogers, Municipal Recycling Coordinator
609-758-2241

Plumsted - Brush Only

SCHEDULE A

TOWNSHIP OF MANCHESTER

<u>ITEM</u>	<u>MONTHLY AVERAGE*</u>
COMMINGLED/PLASTIC	128.74
CARDBOARD	23.62
MIXED PAPER	2.00
NEWSPAPER	24.98

***Baseline tonnages per Section 4 D of this Agreement.**