



Municipality of Princeton
Monument Hall
One Monument Drive
Princeton, NJ 08540

Janet Pellichero, CRP
Recycling Coordinator

MEMORANDUM

TO: Robert Bruschi, Administrator

FROM: Janet Pellichero, CRP Recycling Coordinator

DATE: September 16, 2013

RE: Princeton – Mercer County Improvement Authority 2014-2018 Shared Services Agreement; Curbside Collection of Recyclables

I have reviewed the proposed Shared Services Agreement for curbside recycling as approved by the Mercer County Improvement Authority. The agreement covers a term of five (5) years beginning January 1, 2014 through December 31, 2018.

Our current one (1) year agreement expires December 31, 2013. The price structuring for the proposed agreement is as follows:

Year 1 – January 2014 – December 2014	\$190,689.00
Year 2 – January 2015 – December 2015	\$193,864.00
Year 3 – January 2016 – December 2016	\$197,455.00
Year 4 – January 2017 – December 2017	\$201,117.00
Year 5 – January 2018 – December 2018	\$204,852.00

Our current agreement for 2013 is \$190,689.00 with NO increase for 2014. An increase of \$3,175.00 is shown for 2015. As seen above; the entire increase for the agreement terms is a nominal 1.86%, culminating in a final agreement price of \$204,852.00.

At this time, I recommend continuing our agreement for curbside recycling with the M.C.I.A.. Considering the fluctuating costs of fuel and recycle containers; administration, education and enforcement provided by the M.C.I.A. their ability to continuously provide curbside recycling services to Princeton residents with nominal increases in costs is a benefit for Princeton.

Should you have any questions please feel free to contact me.

c: Robert Hough, PE Director of Infrastructure
Sandra Webb, CFO

August 16, 2013

Robert W. Bruschi, Administrator
Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Dear Mr. Bruschi:

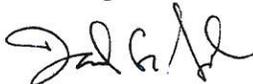
As discussed in our meeting, enclosed please find a new Shared Services Agreement between your municipality and the Mercer County Improvement Authority (MCIA) for the curbside collection of recyclable material.

The agreement covers a term of five (5) years commencing on January 1, 2014 through December 31, 2018. Also enclosed is a sample resolution to be adopted by your municipality's governing body.

Please execute the enclosed agreement and return two (2) copies to the Authority with an adopted resolution from your municipality by September 30, 2013.

Thank you for your continued support and participation in the County Recycling Program. Should you have any questions, please feel free to contact me at 609-278-8086 or via e-mail at dnapoleon@mercercounty.org.

Kind Regards,



Daniel G. Napoleon
Chief of Recycling

Enclosures:

cc: Phillip S. Miller, Executive Director
Allan C. Collins, Deputy Executive Director
Janet Pellichero, Recycling Coordinator

WHEREAS, the MCIA has developed a program for the curbside collection of recyclable materials (the "Curbside Program") and the Municipality wishes to participate in the Curbside Program;

NOW, THEREFORE, IT IS agreed by and between the MCIA and the Municipality as follows:

ARTICLE I

Section 1.01 Services to be Provided The MCIA shall provide the Curbside Program to the Municipality. Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, the Act, or other applicable law, the MCIA shall contract with a vendor ("Recycling Vendor"), which shall undertake the Curbside Program on behalf of the MCIA, under its supervision. The Recycling Vendor shall collect acceptable recyclable materials and deliver them to an approved recycling processing facility. The Municipality shall abide by the terms of any agreement entered into between the MCIA and the Recycling Vendor, and shall not take any action whatsoever in violation of any such agreement.

Section 1.02 Recyclable Materials As required by the Curbside Program, the Recycling Vendor shall collect and market the following: glass food and beverage containers, metal food and beverage cans, certain plastic containers, polycoated beverage cartons, corrugated cardboard, and residential mixed paper. Depending upon the availability of markets and prices for recyclable materials, the MCIA reserves the right to remove or add items to the list of recyclables in the Curbside Program. The MCIA shall determine the dates and the manner in which residents of the Municipality must place the acceptable recyclable materials at the curb or street side for collection by the Recycling Vendor.

Section 1.03 Costs The Municipality shall pay the MCIA by the 15th of each month over the length of the contract. The annual breakdown of costs is as follows:

Year 1 January 1, 2014 to December 31, 2014	\$190,689
Year 2 January 1, 2015 to December 31, 2015	\$193,864
Year 3 January 1, 2016 to December 31, 2016	\$197,455
Year 4 January 1, 2017 to December 31, 2017	\$201,117
Year 5 January 1, 2018 to December 31, 2018	\$204,852

Section 1.04 Hold Harmless The parties agree to hold each other harmless for any loss, damage or claim incurred or asserted resulting from the negligence of either party in performing their duties and responsibilities under this Agreement.

Section 1.05 Default If the Municipality shall materially breach any of the terms or conditions of this Agreement and such shall fail to cure such breach within thirty (30) days after its occurrence, the Municipality shall be deemed to be in default. The MCIA may serve written notice of such default upon the Municipality, and if, within thirty (30) days thereafter, the breach is not remedied, this Agreement shall be terminated.

Section 1.06 Government Approvals The MCIA and the Municipality agree to use their best efforts and due diligence to obtain any approvals from the New Jersey Department of

Environmental Protection, and/or any other agency that may be required to implement or maintain the Recycling Program and/or the Curbside Program.

Section 1.07 Term The Agreement covers a term of five years (5) commencing on January 1, 2014 through December 31, 2018.

ARTICLE II

Section 2.01 Entire Agreement The provisions of this Agreement shall constitute the entire agreement between the parties for or with respect to the matters described herein. This Agreement may be modified only by written agreement duly executed by both parties.

Section 2.02 Headlines Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03 Governing Law This Agreement shall be governed by the laws of the State of New Jersey.

Section 2.04 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, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05 Execution of Counterparts This Agreement may be executed in any number of counterparts each of which shall be executed by the MCIA and Municipality and all of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the Authority and the Municipality have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

WITNESS:

MERCER COUNTY IMPROVEMENT AUTHORITY

By: _____

By: _____
Representative

WITNESS:

MUNICIPALITY OF PRINCETON

By: _____

By: _____
Representative