

**RESOLUTION NO. 88-2025**  
**AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE**  
**CITY OF LONG BRANCH FOR THE PROVISION OF**  
**ELECTRONIC WASTE DISPOSAL SERVICES**

Councilmember Leckstein offered the following resolution and moved for its adoption;  
seconded by Councilmember Bieber:

**WHEREAS**, the New Jersey Electronics Waste Management Act (N.J.S.A. 13:1E-99.94 et seq.) bans the disposal of computers, televisions and other covered devices. Residents, businesses and institutions may not place these items in the trash. Public and private haulers are prohibited from picking up these items for disposal; and

**WHEREAS**, the City of Long Branch Department of Public Works operates a drop-off site for residents and businesses of Long Branch for electronic waste disposal; and

**WHEREAS**, the Borough of Sea Bright would like to enter into an agreement with the City of Long Branch to permit its residents and businesses to utilize their drop-off site for electronic waste disposal; and

**WHEREAS**, the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et.seq., authorizes local units of this State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the Agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the above parties desire to enter into a Shared Services Agreement ("Agreement") pursuant to the Uniform Shared Services and Consolidation Act (40A:65-1 et. seq) in order to provide drop-off services for electronic waste pursuant to the terms and conditions in substantially the form of the Shared Services Agreement annexed hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, that the Mayor and Borough Clerk are hereby authorized to execute a shared services agreement with the City of Long Branch for Electronic Waste Disposal Services for the period of May 1, 2025 through April 30, 2030; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the following:

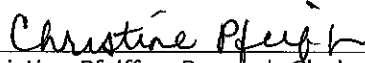
1. Borough Administrator
2. Finance Manager
3. Clerk, City of Long Branch

<b>Roll Call:</b>	Bieber,	Catalano,	Gorman,	Keeler,	Lamla,	Leckstein
	Yes	Yes	absent	Yes	absent	Yes

April 15, 2025

**CERTIFICATION**

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on April 15, 2025.

  
Christine Pfeiffer, Borough Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN  
CITY OF LONG BRANCH  
AND  
BOROUGH OF SEA BRIGHT  
FOR ELECTRONIC WASTE MANAGEMENT DISPOSAL**

This Shared Services Agreement ("Agreement") is hereby made this \_\_\_\_ day of \_\_\_\_\_, 2025 between the **CITY OF LONG BRANCH**, a municipal corporation, corporate and politic of the State of New Jersey, with offices at 344 Broadway, Long Branch, New Jersey 07740 (the "City") and the **BOROUGH OF SEA BRIGHT**, a municipal corporation, corporate and politic of the State of New Jersey with offices at 1099 Ocean Avenue, Sea Bright, New Jersey 07760 (the "Borough").

**WITNESSETH**

**WHEREAS**, the New Jersey Electronics Waste Management Act ( N.J.S.A. 13:1E-99.94 *et seq.*) bans the disposal of computers, televisions and other covered devices. Residents, businesses and institutions may not place these items in the trash. Public and Private haulers are prohibited from picking up these items for disposal; and

**WHEREAS**, the City of Long Branch Department of Public Works operates a drop-off site for residents and businesses of Long Branch; and

**WHEREAS**, the Borough of Sea Bright would like to enter into an agreement with the City to permit its residents and businesses to utilize the City drop-off site; and

**WHEREAS**, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 *et. seq.*, authorizes local units of this State to enter into an agreement with any other local unit or units for the joint provision within their several jurisdictions of any service which any Party to the Agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the above parties desire to enter into a Shared Services Agreement ("Agreement") pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*) in order to provide drop-off services for electronic waste pursuant to the terms and conditions provided herein; and

**WHEREAS**, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the parties as follows:

1. **Uniform Shared Services and Consolidation Act.** This Agreement is entered into pursuant to the provisions of the "Uniform Shared Services and Consolidation Act." N.J.S.A. 40A:65-1 et. seq.
2. **Services to be provided by the City of Long Branch:** The City hereby agrees to provide the following:
  - a. Permit residents and businesses of Sea Bright to utilize the City drop-off Center located at 378 Atlantic Avenue, Long Branch electronic device disposal only upon presentation of proper identification or proof of residency from Sea Bright, New Jersey. Acceptable identification will be within the sole discretion and determination of the City Personnel on duty at the time of drop-off.
  - b. The drop-off Center shall be open Monday through Friday 7:30 AM – 3 PM and Saturday 9 AM -1 PM. This site is not open to any other communities other than the City and the Borough.
  - c. Examples of the type of electronic waste items required for recycling at the drop-off are: computer monitors, desktop or personal computers, fax machines, portable computers (laptop), printers, stereo equipment and televisions.
3. **Services to be provided by the Borough of Sea Bright:** The Borough hereby agrees to provide the following:
  - a. Payment of an annual fee to the City beginning May 1, 2025, as detailed in Section 5, "Fees and Costs."
  - b. Education and notification to all Borough residents and businesses of the electronic waste drop-off center, its hours of operation and procedure for bringing items to the center for proper disposal.
4. **Term:** The term of this Agreement shall be five (5) years, commencing on May 1, 2025 and terminating on April 30, 2030.
5. **Fees and Costs:** The Borough annual rate for 2025 shall be for the pro-rated amount of Four Thousand Five Hundred (\$4,500.00) Dollars. Beginning May 1, 2026, the Borough will pay the City the annual rate of Eight Thousand five hundred (\$8,500.00) Dollars per year.
6. **Payment.** As provided in the "Uniform Shared Services and Consolidation Act" N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid, the full amount to be paid shall be paid; but if through subsequent negotiation, arbitration, or litigation the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the party having received the payment shall forthwith repay the excess.

7. **Indemnification.** Each party agree to release, indemnify, defend and hold harmless the other party, its agents, officers and employees, from and against any and all claims, demands, losses, expenses, attorney fees, causes of action, judgments, lawsuits, proceedings, damages, and liability which may be asserted or claimed and which relate in any way to, or arise in any way from, any acts or omissions of the City's or Borough's employees during the performance of their duties on behalf of the other party, its agents, officers and employees, resulting from this Agreement.
8. **Termination.** This Agreement may be terminated at any time by the City or by the Borough for any reason upon a ninety (90) day written notice to either party.
9. **Cooperation.** The parties agree that they will cooperate with each other in all respects in furtherance of achieving the purposes and objectives of this Agreement.
10. **Entire Agreement.** This Agreement is the entire agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties.
11. **Execution.** The City and the Borough hereby acknowledge that prior to execution of this Agreement; the respective authorities shall authorize such execution by and through the procedures and standards in the adoption of appropriate resolutions as set forth more fully under the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-5(a).
12. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of New Jersey. Any dispute regarding the terms of this Agreement shall be venued in New Jersey Superior Court, Monmouth County.
13. **Association.** The parties acknowledge and agree that they are associated only for the purposes set forth in the Agreement and each is a public entity separate and distinct from the other.
14. **Filing.** In accordance with N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.
15. **Notices.** All notices required by this Agreement shall be in writing and shall be sent to the following persons:

**To City of Long Branch:**

Business Administrator  
City of Long Branch  
344 Broadway  
Long Branch, New Jersey 07740

With copy to:

Louis N. Rainone, General Counsel  
Rainone Coughlin Minchello, LLC  
555 U.S. Highway One South, Suite 440  
Iselin, New Jersey 08830

**To Borough of Sea Bright:**  
Business Administrator  
Borough of Sea Bright  
1099 Ocean Avenue  
Sea Bright, New Jersey 07760

With copy to:

[Borough Attorney]

**IN WITNESS WHEREOF** the parties hereto have caused this Shared Services Agreement to be signed and attested to by their legal representatives as of the day, month and year indicated above.

**ATTEST:**

**CITY OF LONG BRANCH**

\_\_\_\_\_  
Amanda Caldwell, Acting Clerk

\_\_\_\_\_  
John Pallone, Mayor

**ATTEST:**

**BOROUGH OF SEA BRIGHT**

\_\_\_\_\_  
Christine Pfeiffer, Municipal Clerk

\_\_\_\_\_  
Brian P. Kelly, Mayor