

13:1E-99.13

**LEGISLATIVE HISTORY CHECKLIST**  
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(Recycling-- cooperative)

**NJSA:** 13:1E-99.13

**LAWS OF:** 1995 **CHAPTER:** 103

**BILL NO:** A571

**SPONSOR(S):** McEnroe

**DATE INTRODUCED:** Pre-filed

**COMMITTEE:** **ASSEMBLY:** Solid & Hazardous Waste  
**SENATE:** Natural Resources

**AMENDED DURING PASSAGE:** No Assembly Committee Substitute Enacted

**DATE OF PASSAGE:** **ASSEMBLY:** August 29, 1994  
**SENATE:** March 30, 1995

**DATE OF APPROVAL:** May 11, 1995

**FOLLOWING STATEMENTS ARE ATTACHED IF AVAILABLE:**

**SPONSOR STATEMENT:** Yes

**COMMITTEE STATEMENT:** **ASSEMBLY:** Yes  
**SENATE:** Yes

**FISCAL NOTE:** No

**VETO MESSAGE:** No


**MESSAGE ON SIGNING:** No

**FOLLOWING WERE PRINTED:**

**REPORTS:** No

**HEARINGS:** No

KBG:pp



ASSEMBLY COMMITTEE SUBSTITUTE FOR

ASSEMBLY, No. 571

STATE OF NEW JERSEY

ADOPTED JUNE 9, 1994

Sponsored by Assemblyman McENROE

1 **AN ACT** concerning the cooperative marketing of recyclable  
2 materials, amending and supplementing P.L.1987, c.102, and  
3 amending P.L.1971, c.198.

4

5 BE IT ENACTED *by the Senate and General Assembly of the*  
6 *State of New Jersey:*

7 1. Section 18 of P.L.1987, c.102 (C.13:1E-99.26) is amended to  
8 read as follows:

9 18. a. The Director of the Division of Local Government  
10 Services in the Department of Community Affairs shall, pursuant  
11 to the "Local Public Contracts Law," P.L.1971, c.198  
12 (C.40A:11-1 et seq.), permit counties, municipalities and  
13 authorities, and the State Board of Education shall, pursuant to  
14 the "Public School Contracts Law," N.J.S.18A:18A-1 et seq.,  
15 permit any board of education, to cooperatively purchase  
16 recycled paper or products made from recycled paper products  
17 procured by the Division of Purchase and Property.

18 b. The Director of the Division of Local Government Services  
19 in the Department of Community Affairs shall, pursuant to the  
20 "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et  
21 seq.), permit counties, municipalities and authorities to engage in  
22 the cooperative marketing of recyclable materials recovered  
23 through a recycling program.

24 (cf: P.L.1987, c.102, s.18)

25 2. (New section) For the purposes of implementing the State  
26 Recycling Plan goals, any county, municipality or authority may  
27 enter into a written cooperative agreement for the cooperative  
28 marketing of the recyclable materials designated in a district  
29 recycling plan required pursuant to section 3 of P.L.1987, c.102  
30 (C.13:1E-99.13).

31 3. Section 2 of P.L.1971, c.198 (C.40A:11-2) is amended to  
32 read as follows:

33 2. As used herein the following words have the following  
34 definitions, unless the context otherwise indicates:

35 (1) "Contracting unit" means:

36 (a) Any county; or

37 (b) Any municipality; or

38 (c) Any board, commission, committee, authority or agency,  
39 which is not a State board, commission, committee, authority or  
40 agency, and which has administrative jurisdiction over any  
41 district other than a school district, project, or facility, included  
42 or operating in whole or in part, within the territorial boundaries

EXPLANATION--Matter enclosed in bold-faced brackets [thus] in the  
above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

1 of any county or municipality which exercises functions which are  
2 appropriate for the exercise by one or more units of local  
3 government, and which has statutory power to make purchases  
4 and enter into contracts or agreements for the performance of  
5 any work or the furnishing or hiring of any materials or supplies  
6 usually required, the cost or contract price of which is to be paid  
7 with or out of public funds.

8 (2) "Governing body" means:

9 (a) The governing body of the county, when the purchase is to  
10 be made or the contract or agreement is to be entered into by, or  
11 in behalf of, a county; or

12 (b) The governing body of the municipality, when the purchase  
13 is to be made or the contract or agreement is to be entered into  
14 by, or on behalf of, a municipality; or

15 (c) Any board, commission, committee, authority or agency of  
16 the character described in subsection (1)(c) of this section.

17 (3) "Contracting agent" means the governing body of a  
18 contracting unit, or any board, commission, committee, officer,  
19 department, branch or agency which has the power to prepare the  
20 advertisements, to advertise for and receive bids and, as  
21 permitted by this act, to make awards for the contracting unit in  
22 connection with purchases, contracts or agreements.

23 (4) "Purchase" is a transaction, for a valuable consideration,  
24 creating or acquiring an interest in goods, services and property,  
25 except real property or any interest therein.

26 (5) "Materials" includes goods and property subject to chapter  
27 2 of Title 12A of the New Jersey Statutes, apparatus, or any  
28 other tangible thing, except real property or any interest therein.

29 (6) "Professional services" means services rendered or  
30 performed by a person authorized by law to practice a recognized  
31 profession, whose practice is regulated by law, and the  
32 performance of which services requires knowledge of an advanced  
33 type in a field of learning acquired by a prolonged formal course  
34 of specialized instruction and study as distinguished from general  
35 academic instruction or apprenticeship and training. Professional  
36 services may also mean services rendered in the performance of  
37 work that is original and creative in character in a recognized  
38 field of artistic endeavor.

39 (7) "Extraordinary unspecifiable services" means services  
40 which are specialized and qualitative in nature requiring  
41 expertise, extensive training and proven reputation in the field of  
42 endeavor.

43 (8) "Project" means any work, undertaking, program, activity,  
44 development, redevelopment, construction or reconstruction of  
45 any area or areas.

46 (9) "Work" includes services and any other activity of a  
47 tangible or intangible nature performed or assumed pursuant to a  
48 contract or agreement with a contracting unit.

49 (10) "Homemaker--home health services" means at home  
50 personal care and home management provided to an individual or  
51 members of his family who reside with him, or both, necessitated  
52 by the individual's illness or incapacity. "Homemaker--home  
53 health services" includes, but is not limited to, the services of a  
54 trained homemaker.

1 (11) "Recyclable material" means those materials which would  
2 otherwise become municipal solid waste, and which may be  
3 collected, separated or processed and returned to the economic  
4 mainstream in the form of raw materials or products.

5 (12) "Recycling" means any process by which materials which  
6 would otherwise become solid waste are collected, separated or  
7 processed and returned to the economic mainstream in the form  
8 of raw materials or products.

9 (13) "Marketing" means the marketing of designated recyclable  
10 materials source separated in a municipality which entails a  
11 marketing cost less than the cost of transporting the recyclable  
12 materials to solid waste facilities and disposing of the materials  
13 as municipal solid waste at the facility utilized by the  
14 municipality.

15 (14) "Municipal solid waste" means all residential, commercial  
16 and institutional solid waste generated within the boundaries of a  
17 municipality.

18 (15) "Distribution" (when used in relation to electricity) means  
19 the process of conveying electricity from a contracting unit who  
20 is a generator of electricity or a wholesale purchaser of  
21 electricity to retail customers or other end users of electricity.

22 (16) "Transmission" (when used in relation to electricity) means  
23 the conveyance of electricity from its point of generation to a  
24 contracting unit who purchases it on a wholesale basis for resale.

25 (17) "Disposition" means the transportation, placement, reuse,  
26 sale, donation, transfer or temporary storage of recyclable  
27 materials for all possible uses except for disposal as municipal  
28 solid waste.

29 (18) "Cooperative marketing" means the joint marketing by  
30 two or more contracting units within the same county, or  
31 adjacent or proximate counties, of the source separated  
32 recyclable materials designated in a district recycling plan  
33 required pursuant to section 3 of P.L.1987, c.102 (C.13:1E-99.13)  
34 pursuant to a written cooperative agreement entered into by the  
35 participating contracting units therefor.

36 (cf: P.L.1992, c.98, s.1)

37 4. Section 5 of P.L.1971, c.198 (C.40A:11-5) is amended to  
38 read as follows:

39 5. Exceptions. Any purchase, contract or agreement of the  
40 character described in section 4 of P.L.1971, c.198 (C.40A:11-4)  
41 may be made, negotiated or awarded by the governing body  
42 without public advertising for bids and bidding therefor if:

43 (1) The subject matter thereof consists of:

44 (a) (i) Professional services. The governing body shall in each  
45 instance state supporting reasons for its action in the resolution  
46 awarding each contract and shall forthwith cause to be printed  
47 once, in a newspaper authorized by law to publish its legal  
48 advertisements, a brief notice stating the nature, duration,  
49 service and amount of the contract, and that the resolution and  
50 contract are on file and available for public inspection in the  
51 office of the clerk of the county or municipality, or, in the case  
52 of a contracting unit created by more than one county or  
53 municipality, of the counties or municipalities creating such  
54 contracting unit; or (ii) Extraordinary unspecifiable services.

1 The application of this exception shall be construed narrowly in  
2 favor of open competitive bidding, where possible, and the  
3 Division of Local Government Services is authorized to adopt and  
4 promulgate rules and regulations limiting the use of this  
5 exception in accordance with the intention herein expressed. The  
6 governing body shall in each instance state supporting reasons for  
7 its action in the resolution awarding each contract and shall  
8 forthwith cause to be printed, in the manner set forth in  
9 subsection (1)(a)(i) of this section, a brief notice of the award of  
10 such contract;

11 (b) The doing of any work by employees of the contracting unit;

12 (c) The printing of legal briefs, records and appendices to be  
13 used in any legal proceeding in which the contracting party may  
14 be a party;

15 (d) The furnishing of a tax map or maps for the contracting  
16 party;

17 (e) The purchase of perishable foods as a subsistence supply;

18 (f) The supplying of any product or the rendering of any  
19 service by a public utility, which is subject to the jurisdiction of  
20 the Board of Regulatory Commissioners or the U.S. Federal  
21 Energy Regulatory Commission or its successor, in accordance  
22 with tariffs and schedules of charges made, charged or exacted,  
23 filed with the board or commission;

24 (g) The acquisition, subject to prior approval of the Attorney  
25 General, of special equipment for confidential investigation;

26 (h) The printing of bonds and documents necessary to the  
27 issuance and sale thereof by a contracting unit;

28 (i) Equipment repair service if in the nature of an  
29 extraordinary unspecifiable service and necessary parts furnished  
30 in connection with such service, which exception shall be in  
31 accordance with the requirements for extraordinary unspecifiable  
32 services;

33 (j) The publishing of legal notices in newspapers as required by  
34 law;

35 (k) The acquisition of artifacts or other items of unique  
36 intrinsic, artistic or historical character;

37 (l) Election expenses;

38 (m) Insurance, including the purchase of insurance coverage  
39 and consultant services, which exception shall be in accordance  
40 with the requirements for extraordinary unspecifiable services;

41 (n) The doing of any work by handicapped persons employed by  
42 a sheltered workshop;

43 (o) The provision of any service or the furnishing of materials  
44 including those of a commercial nature, attendant upon the  
45 operation of a restaurant by any nonprofit, duly incorporated,  
46 historical society at or on any historical preservation site;

47 (p) Homemaker--home health services performed by  
48 voluntary, nonprofit agencies;

49 (q) The purchase of materials and services for a law library  
50 established pursuant to R.S.40:33-14, including books, periodicals,  
51 newspapers, documents, pamphlets, photographs, reproductions,  
52 microforms, pictorial or graphic works, copyright and patent  
53 materials, maps, charts, globes, sound recordings, slides, films,  
54 filmstrips, video and magnetic tapes, and other audiovisual,

1 printed, or published material of a similar nature; necessary  
2 binding or rebinding of law library materials; and specialized  
3 library services;

4 (r) On-site inspections undertaken by private agencies  
5 pursuant to the "State Uniform Construction Code Act,"  
6 P.L.1975, c.217 (C.52:27D-119 et seq.) and the regulations  
7 adopted pursuant thereto;

8 (s) The marketing of recyclable materials recovered through a  
9 recycling program, or the marketing of any product intentionally  
10 produced or derived from solid waste received at a resource  
11 recovery facility or recovered through a resource recovery  
12 program, including, but not limited to, refuse-derived fuel,  
13 compost materials, methane gas, and other similar products;

14 (t) Emergency medical services provided by a hospital to the  
15 residents of a municipality or county, provided that: (a) such  
16 exception be allowed only after the governing body determines  
17 that the emergency services are available only from one provider;  
18 and (b) if the contract is awarded without advertising for bids or  
19 bidding the governing body shall in each instance state supporting  
20 reasons for its action in a resolution awarding the contract and  
21 cause to be printed once in a newspaper authorized by law to  
22 publish its legal advertisements a brief notice stating the nature,  
23 duration, service, and amount of the contract; and (c) the  
24 contract shall be kept on file for public inspection in the office of  
25 the clerk of the municipality;

26 (u) Contracting unit towing and storage contracts, provided  
27 that all such contracts shall be pursuant to reasonable  
28 non-exclusionary and non-discriminatory terms and conditions,  
29 which may include the provision of such services on a rotating  
30 basis, at the rates and charges set by the municipality pursuant to  
31 section 1 of P.L.1979, c.101 (C.40:48-2.49). All contracting unit  
32 towing and storage contracts for services to be provided at rates  
33 and charges other than those established pursuant to the terms of  
34 this paragraph shall only be awarded to the lowest responsible  
35 bidder in accordance with the provision of the "Local Public  
36 Contracts Law" and without regard for the value of the contract  
37 therefor. Each of the aforementioned means of contracting shall  
38 be subject to any regulations adopted by the Commissioner of  
39 Insurance pursuant to section 60 of P.L.1990, c.8 (C.17:33B-47);

40 (v) The purchase of steam or electricity from, or the rendering  
41 of services directly related to the purchase of such steam or  
42 electricity from a qualifying small power production facility or a  
43 qualifying cogeneration facility as defined pursuant to 16 U.S.C.  
44 §796;

45 (w) The purchase of electricity or administrative or  
46 dispatching services directly related to the transmission of such  
47 purchased electricity by a contracting unit engaged in the  
48 generation of electricity;

49 (x) The printing of municipal ordinances or other services  
50 necessarily incurred in connection with the revision and  
51 codification of municipal ordinances; [or]

52 (y) An agreement for the purchase of an equitable interest in a  
53 water supply facility or for the provision of water supply services  
54 entered into pursuant to section 2 of P.L.1993, c.381 (C.58:28-2),

1 or an agreement entered into pursuant to P.L.1989, c.109  
2 (N.J.S.40A:31-1 et al.), so long as such agreement is entered into  
3 no later than six months after the effective date of this act; or

4 (z) The cooperative marketing of recyclable materials  
5 recovered through a recycling program.

6 (2) It is to be made or entered into with the United States of  
7 America, the State of New Jersey, county or municipality or any  
8 board, body, officer, agency or authority thereof and any other  
9 state or subdivision thereof.

10 (3) The contracting agent has advertised for bids pursuant to  
11 section 4 of P.L.1971, c.198 (C.40A:11-4) on two occasions and  
12 (a) has received no bids on both occasions in response to its  
13 advertisement, or (b) the governing body has rejected such bids on  
14 two occasions because the contracting agent has determined that  
15 they are not reasonable as to price, on the basis of cost estimates  
16 prepared for or by the contracting agent prior to the advertising  
17 therefor, or have not been independently arrived at in open  
18 competition, or (c) on one occasion no bids were received  
19 pursuant to (a) and on one occasion all bids were rejected  
20 pursuant to (b), in whatever sequence; any such contract or  
21 agreement may then be negotiated and may be awarded upon  
22 adoption of a resolution by a two-thirds affirmative vote of the  
23 authorized membership of the governing body authorizing such  
24 contract or agreement; provided, however, that:

25 (i) A reasonable effort is first made by the contracting agent  
26 to determine that the same or equivalent materials or supplies, at  
27 a cost which is lower than the negotiated price, are not available  
28 from an agency or authority of the United States, the State of  
29 New Jersey or of the county in which the contracting unit is  
30 located, or any municipality in close proximity to the contracting  
31 unit;

32 (ii) The terms, conditions, restrictions and specifications set  
33 forth in the negotiated contract or agreement are not  
34 substantially different from those which were the subject of  
35 competitive bidding pursuant to section 4 of [this act] P.L.1971,  
36 c.198 (C.40A:11-4); and

37 (iii) Any minor amendment or modification of any of the  
38 terms, conditions, restrictions and specifications, which were the  
39 subject of competitive bidding pursuant to section 4 of P.L.1971,  
40 c.198 (C.40A:11-4), shall be stated in the resolution awarding  
41 such contract or agreement; provided further, however, that if on  
42 the second occasion the bids received are rejected as  
43 unreasonable as to price, the contracting agent shall notify each  
44 responsible bidder submitting bids on the second occasion of its  
45 intention to negotiate, and afford each bidder a reasonable  
46 opportunity to negotiate, but the governing body shall not award  
47 such contract or agreement unless the negotiated price is lower  
48 than the lowest rejected bid price submitted on the second  
49 occasion by a responsible bidder, is the lowest negotiated price  
50 offered by any responsible supplier, and is a reasonable price for  
51 such work, materials, supplies or services.

52 Whenever a contracting unit shall determine that a bid was not  
53 arrived at independently in open competition pursuant to  
54 subsection (3) of this section it shall thereupon notify the county

1 prosecutor of the county in which the contracting unit is located  
2 and the Attorney General of the facts upon which its  
3 determination is based, and when appropriate, it may institute  
4 appropriate proceedings in any State or federal court of  
5 competent jurisdiction for a violation of any State or federal  
6 antitrust law or laws relating to the unlawful restraint of trade.

7 (cf: P.L.1993, c.381, s.4)

8 5. Section 10 of P.L.1971, c.198 (C.40A:11-10) is amended to  
9 read as follows:

10 10. (a) (1) The governing bodies of two or more contracting  
11 units within the same county, or adjoining counties, may provide  
12 by joint agreement for the purchase of work, materials and  
13 supplies for use by their respective jurisdictions.

14 (2) The governing bodies of two or more contracting units  
15 providing sewerage services pursuant to the "sewerage  
16 authorities law," P.L.1946, c.138 (C.40:14A-1 et seq.), the  
17 "municipal and county utilities authorities law," P.L.1957, c.183  
18 (C.40:14B-1 et seq.), R.S.58:14-1 et seq. or R.S.40:63-68 et seq.  
19 may provide by joint agreement for the purchase of work related  
20 to sewage sludge disposal.

21 (3) The governing body of two or more contracting units  
22 providing electrical distribution services pursuant to and in  
23 accord with R.S.40:62-12 through R.S.40:62-25, may provide by  
24 joint agreement for the purchase of work, material and supplies  
25 related to the distribution of electricity.

26 (4) The governing bodies of two or more contracting units may  
27 provide for the cooperative marketing of recyclable materials  
28 recovered through a recycling program.

29 (b) The governing body of any county or municipality may  
30 provide by joint agreement with the board of education of any  
31 school district located wholly or partially within the geographic  
32 boundaries of the county or municipality for the purchase of  
33 work, materials and supplies for use by their respective  
34 jurisdictions.

35 (c) Such agreement shall be entered into by resolution or  
36 ordinance, as the case may be, adopted by each of the  
37 participating bodies and boards, which shall set forth the  
38 categories of work, materials and supplies to be purchased, the  
39 manner of advertising for bids and of awarding of contracts, the  
40 method of payment by each participating body and board, and  
41 other matters deemed necessary to carry out the purposes of the  
42 agreement.

43 (d) Each participating body's and board's share of  
44 expenditures for purchases under any such agreement shall be  
45 appropriated and paid in the manner set forth in the agreement  
46 and in the same manner as for other expenses of the participating  
47 body and board.

48 (cf: P.L.1991, c.143, s.3)

49 6. This act shall take effect immediately.

50  
51  
52  
53  
54 \_\_\_\_\_  
55 Authorizes local governments to engage in the cooperative  
marketing of recyclable materials.



ASSEMBLY, No. 571  
STATE OF NEW JERSEY

Introduced Pending Technical Review by Legislative Counsel

PRE-FILED FOR INTRODUCTION IN THE 1994 SESSION

By Assemblyman McENROE

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21 seq.), permit counties, municipalities and authorities to engage in  
22 the cooperative marketing of recyclable materials recovered  
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25 2. (New section) For the purposes of implementing the State  
26 Recycling Plan goals, any county, municipality or authority may  
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40 agency, and which has administrative jurisdiction over any  
41 district other than a school district, project, or facility, included  
42 or operating in whole or in part, within the territorial boundaries  
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EXPLANATION--Matter enclosed in bold-faced brackets [thus] in the  
above bill is not enacted and is intended to be omitted in the law.

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1 appropriate for the exercise by one or more units of local  
2 government, and which has statutory power to make purchases  
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12 is to be made or the contract or agreement is to be entered into  
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14 (c) Any board, commission, committee, authority or agency of  
15 the character described in subsection (1)(c) of this section.

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17 contracting unit, or any board, commission, committee, officer,  
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35 5. Exceptions. Any purchase, contract or agreement of the  
36 character described in section 4 of [this] P.L.1971, c.198  
37 (C.40A:11-4) act may be made, negotiated or awarded by the  
38 governing body without public advertising for bids and bidding  
39 therefor if:

40 (1) The subject matter thereof consists of:

41 (a)(i) Professional services. The governing body shall in each  
42 instance state supporting reasons for its action in the resolution  
43 awarding each contract and shall forthwith cause to be printed  
44 once, in a newspaper authorized by law to publish its legal  
45 advertisements, a brief notice stating the nature, duration,  
46 service and amount of the contract, and that the resolution and  
47 contract are on file and available for public inspection in the  
48 office of the clerk of the county or municipality, or, in the case  
49 of a contracting unit created by more than one county or  
50 municipality, of the counties or municipalities creating such  
51 contracting unit; or (ii) Extraordinary unspecifiable services. The  
52 application of this exception shall be construed narrowly in favor  
53 of open competitive bidding, where possible, and the Division of  
54 Local Government Services is authorized to adopt and promulgate

- 1 rules and regulations limiting the use of this exception in  
2 accordance with the intention herein expressed. The governing  
3 body shall in each instance state supporting reasons for its action  
4 in the resolution awarding each contract and shall forthwith  
5 cause to be printed, in the manner set forth in subsection (1)(a)(i)  
6 of this section, a brief notice of the award of such contract;
- 7 (b) The doing of any work by employees of the contracting unit;
- 8 (c) The printing of legal briefs, records and appendices to be  
9 used in any legal proceeding in which the contracting party may  
10 be a party;
- 11 (d) The furnishing of a tax map or maps for the contracting  
12 party;
- 13 (e) The purchase of perishable foods as a subsistence supply;
- 14 (f) The supplying of any product or the rendering of any  
15 service by a public utility, which is subject to the jurisdiction of  
16 the Board of Public Utilities or the U.S. Federal Energy  
17 Regulatory Commission or its successor, in accordance with  
18 tariffs and schedules of charges made, charged or exacted, filed  
19 with the board or commission;
- 20 (g) The acquisition, subject to prior approval of the Attorney  
21 General, of special equipment for confidential investigation;
- 22 (h) The printing of bonds and documents necessary to the  
23 issuance and sale thereof by a contracting unit;
- 24 (i) Equipment repair service if in the nature of an  
25 extraordinary unspecifiable service and necessary parts furnished  
26 in connection with such service, which exception shall be in  
27 accordance with the requirements for extraordinary unspecifiable  
28 services;
- 29 (j) The publishing of legal notices in newspapers as required by  
30 law;
- 31 (k) The acquisition of artifacts or other items of unique  
32 intrinsic, artistic or historical character;
- 33 (l) Election expenses;
- 34 (m) Insurance, including the purchase of insurance coverage  
35 and consultant services, which exception shall be in accordance  
36 with the requirements for extraordinary unspecifiable services;
- 37 (n) The doing of any work by handicapped persons employed by  
38 a sheltered workshop;
- 39 (o) The provision of any service or the furnishing of materials  
40 including those of a commercial nature, attendant upon the  
41 operation of a restaurant by any nonprofit, duly incorporated,  
42 historical society at or on any historical preservation site;
- 43 (p) Homemaker--home health services performed by  
44 voluntary, nonprofit agencies;
- 45 (q) The purchase of materials and services for a law library  
46 established pursuant to R.S.40:33-14, including books, periodicals,  
47 newspapers, documents, pamphlets, photographs, reproductions,  
48 microforms, pictorial or graphic works, copyright and patent  
49 materials, maps, charts, globes, sound recordings, slides, films,  
50 filmscripts, video and magnetic tapes, and other audiovisual,  
51 printed, or published material of a similar nature; necessary  
52 binding or rebinding of law library materials; and specialized  
53 library services;
- 54 (r) On-site inspections undertaken by private agencies

1 pursuant to the "State Uniform Construction Code Act"  
2 (P.L.1975, c.217; C.52:27D-119 et seq.) and the regulations  
3 adopted pursuant thereto;

4 (s) The marketing of recyclable materials recovered through a  
5 recycling program, or the marketing of any product intentionally  
6 produced or derived from solid waste received at a resource  
7 recovery facility or recovered through a resource recovery  
8 program, including, but not limited to, refuse-derived fuel,  
9 compost materials, methane gas, and other similar products;

10 (t) Emergency medical services provided by a hospital to the  
11 residents of a municipality or county, provided that: (a) such  
12 exception be allowed only after the governing body determines  
13 that the emergency services are available only from one provider;  
14 and (b) if the contract is awarded without advertising for bids or  
15 bidding the governing body shall in each instance state supporting  
16 reasons for its action in a resolution awarding the contract and  
17 cause to be printed once in a newspaper authorized by law to  
18 publish its legal advertisements a brief notice stating the nature,  
19 duration, service, and amount of the contract; and (c) the  
20 contract shall be kept on file for public inspection in the office of  
21 the clerk of the municipality;

22 (u) Contracting unit towing and storage contracts, provided  
23 that all such contracts shall be pursuant to reasonable  
24 non-exclusionary and non-discriminatory terms and conditions,  
25 which may include the provision of such services on a rotating  
26 basis, at the rates and charges set by the municipality pursuant to  
27 section 1 of P.L.1979, c.101 (C.40:48-2.49). All contracting unit  
28 towing and storage contracts for services to be provided at rates  
29 and charges other than those established pursuant to the terms of  
30 this paragraph shall only be awarded to the lowest responsible  
31 bidder in accordance with the provision of the "Local Public  
32 Contracts Law" and without regard for the value of the contract  
33 therefor. Each of the aforementioned means of contracting shall  
34 be subject to any regulations adopted by the Commissioner of  
35 Insurance pursuant to section 60 of P.L.1990, c.8 (C.17:33B-47);

36 (v) The purchase of steam or electricity from, or the rendering  
37 of services directly related to the purchase of such steam or  
38 electricity from a qualifying small power production facility or a  
39 qualifying cogeneration facility as defined pursuant to 16 U.S.C.  
40 §796;

41 (w) The purchase of electricity or administrative or dispatching  
42 services directly related to the transmission of such purchased  
43 electricity by a contracting unit engaged in the generation of  
44 electricity; or

45 (x) The printing of municipal ordinances or other services  
46 necessarily incurred in connection with the revision and  
47 codification of municipal ordinances; or

48 (y) The cooperative marketing of recyclable materials  
49 recovered through a recycling program.

50 (2) It is to be made or entered into with the United States of  
51 America, the State of New Jersey, county or municipality or any  
52 board, body, officer, agency or authority thereof and any other  
53 state or subdivision thereof.

54 (3) The contracting agent has advertised for bids pursuant to

1 section 4 of P.L.1971, c.198 (C.40A:11-4) on two occasions and  
2 (a) has received no bids on both occasions in response to its  
3 advertisement, or (b) the governing body has rejected such bids on  
4 two occasions because the contracting agent has determined that  
5 they are not reasonable as to price, on the basis of cost estimates  
6 prepared for or by the contracting agent prior to the advertising  
7 therefor, or have not been independently arrived at in open  
8 competition, or (c) on one occasion no bids were received  
9 pursuant to (a) and on one occasion all bids were rejected  
10 pursuant to (b), in whatever sequence; any such contract or  
11 agreement may then be negotiated and may be awarded upon  
12 adoption of a resolution by a two-thirds affirmative vote of the  
13 authorized membership of the governing body authorizing such  
14 contract or agreement; provided, however, that:

15 (i) A reasonable effort is first made by the contracting agent  
16 to determine that the same or equivalent materials or supplies, at  
17 a cost which is lower than the negotiated price, are not available  
18 from an agency or authority of the United States, the State of  
19 New Jersey or of the county in which the contracting unit is  
20 located, or any municipality in close proximity to the contracting  
21 unit;

22 (ii) The terms, conditions, restrictions and specifications set  
23 forth in the negotiated contract or agreement are not  
24 substantially different from those which were the subject of  
25 competitive bidding pursuant to section 4 of [this act] P.L.1971,  
26 c.198 (C.40A:11-4); and

27 (iii) Any minor amendment or modification of any of the  
28 terms, conditions, restrictions and specifications, which were the  
29 subject of competitive bidding pursuant to section 4 of [this act]  
30 P.L.1971, c.198 (C.40A:11-4), shall be stated in the resolution  
31 awarding such contract or agreement; provided further, however,  
32 that if on the second occasion the bids received are rejected as  
33 unreasonable as to price, the contracting agent shall notify each  
34 responsible bidder submitting bids on the second occasion of its  
35 intention to negotiate, and afford each bidder a reasonable  
36 opportunity to negotiate, but the governing body shall not award  
37 such contract or agreement unless the negotiated price is lower  
38 than the lowest rejected bid price submitted on the second  
39 occasion by a responsible bidder, is the lowest negotiated price  
40 offered by any responsible supplier, and is a reasonable price for  
41 such work, materials, supplies or services.

42 Whenever a contracting unit shall determine that a bid was not  
43 arrived at independently in open competition pursuant to  
44 subsection (3) of this section it shall thereupon notify the county  
45 prosecutor of the county in which the contracting unit is located  
46 and the Attorney General of the facts upon which its  
47 determination is based, and when appropriate, it may institute  
48 appropriate proceedings in any State or federal court of  
49 competent jurisdiction for a violation of any State or federal  
50 antitrust law or laws relating to the unlawful restraint of trade.

51 (cf: P.L.1991, c.368, s.1)

52 5. Section 10 of P.L.1971, c.198 (C.40A:11-10) is amended to  
53 read as follows:

54 10. (a) (1) The governing bodies of two or more contracting

1 units within the same county, or adjoining counties, may provide  
2 by joint agreement for the purchase of work, materials and  
3 supplies for use by their respective jurisdictions.

4 (2) The governing bodies of two or more contracting units  
5 providing sewerage services pursuant to the "sewerage  
6 authorities law," P.L.1946, c.138 (C.40:14A-1 et seq.), the  
7 "municipal and county utilities authorities law," P.L.1957, c.183  
8 (C.40:14B-1 et seq.), R.S.58:14-1 et seq. or R.S.40:63-68 et seq.  
9 may provide by joint agreement for the purchase of work related  
10 to sewage sludge disposal.

11 (3) The governing body of two or more contracting units  
12 providing electrical distribution services pursuant to and in  
13 accord with R.S.40:62-12 through R.S.40:62-25, may provide by  
14 joint agreement for the purchase of work, material and supplies  
15 related to the distribution of electricity.

16 (4) The governing bodies of two or more contracting units may  
17 provide for the cooperative marketing of recyclable materials  
18 recovered through a recycling program.

19 (b) The governing body of any county or municipality may  
20 provide by joint agreement with the board of education of any  
21 school district located wholly or partially within the geographic  
22 boundaries of the county or municipality for the purchase of  
23 work, materials and supplies for use by their respective  
24 jurisdictions.

25 (c) Such agreement shall be entered into by resolution or  
26 ordinance, as the case may be, adopted by each of the  
27 participating bodies and boards, which shall set forth the  
28 categories of work, materials and supplies to be purchased, the  
29 manner of advertising for bids and of awarding of contracts, the  
30 method of payment by each participating body and board, and  
31 other matters deemed necessary to carry out the purposes of the  
32 agreement.

33 (d) Each participating body's and board's share of  
34 expenditures for purchases under any such agreement shall be  
35 appropriated and paid in the manner set forth in the agreement  
36 and in the same manner as for other expenses of the participating  
37 body and board.

38 (cf: P.L.1991, c.143, s.3)

39 6. This act shall take effect immediately.

#### 42 STATEMENT

43  
44 This bill would authorize any county, municipality or authority  
45 to enter into a written cooperative agreement for the  
46 cooperative marketing of the recyclable materials designated in a  
47 district recycling plan required pursuant to the "New Jersey  
48 Statewide Mandatory Source Separation and Recycling Act,"  
49 P.L.1987, c.102 (C.13:1E-99.11 et al.). "Cooperative marketing"  
50 refers to the joint sale or competitive disposition of the source  
51 separated recyclable materials designated in one or more a  
52 district recycling plans by two or more contracting units within  
53 the same county, or adjacent or proximate counties, in  
54 accordance with a written cooperative agreement entered into by

1 the participating contracting units.

2

3

4

5

6 Authorizes local governments to engage in the cooperative  
7 marketing of recyclable materials.



ASSEMBLY SOLID AND HAZARDOUS WASTE COMMITTEE

STATEMENT TO

ASSEMBLY COMMITTEE SUBSTITUTE FOR

**ASSEMBLY, No. 571**

**STATE OF NEW JERSEY**

DATED: JUNE 9, 1994

The Assembly Solid and Hazardous Waste Committee favorably reports an Assembly Committee Substitute for Assembly Bill No. 571.

The substitute bill would authorize any county, municipality or authority to enter into a written cooperative agreement for the cooperative marketing of the recyclable materials designated in a district recycling plan required pursuant to the "New Jersey Statewide Mandatory Source Separation and Recycling Act," P.L.1987, c.102 (C.13:1E-99.11 et al.). "Cooperative marketing" refers to the joint sale or competitive disposition of the source separated recyclable materials designated in one or more district recycling plan by two or more contracting units within the same county, or adjacent or proximate counties, in accordance with a written cooperative agreement entered into by the participating contracting units.

SENATE NATURAL RESOURCES, TRADE AND  
ECONOMIC DEVELOPMENT COMMITTEE

STATEMENT TO

ASSEMBLY COMMITTEE SUBSTITUTE FOR  
**ASSEMBLY, No. 571**

**STATE OF NEW JERSEY**

DATED: DECEMBER 1, 1994

The Senate Natural Resources, Trade and Economic Development Committee favorably reports Assembly Bill No.571 (ACS).

This bill would authorize any county, municipality or authority to enter into a written cooperative agreement for the cooperative marketing of the recyclable materials designated in a district recycling plan required pursuant to the "New Jersey Statewide Mandatory Source Separation and Recycling Act," P.L.1987, c.102 (C.13:1E-99.11 et al.). "Cooperative marketing" refers to the joint sale or competitive disposition of the source separated recyclable materials designated in one or more district recycling plan by two or more contracting units within the same county, or adjacent or proximate counties, in accordance with a written cooperative agreement entered into by the participating contracting units.

As reported by the committee, this bill is identical to Senate Bill No. 1401.