

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAHWAY  
AND THE TOWNSHIP OF CLARK FOR THE PROVISION OF SERVICES IN THE BULKY  
WASTE COLLECTION FOR THE YEAR 2006 AND 2007**

**THIS INTERLOCAL SERVICES AGREEMENT**, made this 13 day of March, 2006 (the "Agreement") by and between the City of Rahway, in the County of Union, a municipal corporation in the State of New Jersey with offices located at One City Hall Plaza, Rahway, NJ 07065 (the "City") and the Township of Clark, a municipal corporation of the State of New Jersey with offices located at 430 Westfield Avenue, Clark, NJ 07066 (the "Township").

**W I T N E S S E T H:**

**WHEREAS**, the City has established a Division of Solid Waste and Recycling within the Department of Public Work; and

**WHEREAS**, the City has the ability to provide pick-up of bulky waste; and

**WHEREAS**, the City has the ability to provide the services of properly trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Township, the bulky waste collection for the year 2006 and 2007; and

**WHEREAS**, the City and the Township have both respectively passed resolutions authorizing an Interlocal Services Agreement for the provision of bulky waste collection and disposal services; and

**WHEREAS**, the City has proposed and the Township has accepted the removal of bulky waste from within the Township at a cost to the Township of \$83,050.00 for the Fall of 2006 and \$87,202.00 for the Fall of 2007 for up to the first 600 tons of waste collected during each contract year with all tipping fees generated from this services payable by the Township to the disposal facility currently used by the City; and

**WHEREAS**, the City and the Township have each duly authorized their respective proper officials to enter into and execute this Interlocal Services Agreement.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I**

**SCOPE**

Section 1.01. Duties of the City. The City shall provide the services of property trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Township, the bulky waste collection for the years 2006 and 2007. These services shall be provided for the first four (4) weeks of October 2006 and the first four (4) weeks of October 2007. In the event that the total tonnage collected exceeds 600 tons, the Township shall pay an additional \$95.00 per ton for each ton in excess thereof to the City of Rahway.

Section 1.02. Duties of the Township. The Township shall pay the City the lump sum payment of \$83,050.00 on or before November 22, 2006 for the Fall period of 2006 and a lump sum payment of

\$87,202.00 on or before November 21, 2007 for the Fall period of 2007, for the provision the bulky waste collection and disposal in the Township by the City. The Township shall be responsible for all tipping fees generated by the collection and disposal of said bulky waste to the disposal facility currently used by the City for this service. The current tipping fees for bulky waste are \$102.12.

Section 1.03. Materials Collected. The City will be responsible for the collection of the following materials: furniture, toys, storm windows, car tires (without rims), rugs, storm doors, doors, clothing, windows, wood fences, lawn furniture and carpeting.

Section 1.04. Materials Not Collected. The City will not be responsible for the collection of the following materials: ashes, dirt, tree trunks, stumps, branches, pool filters, car tires with rims, railroad ties, rocks, stones, asphalt, concrete, closed top drums, automobile parts, appliances, (refrigerators, washers, dryers, etc.) paint, chemicals; and materials resulting from: demolition, alterations, or repairs to building or other structures.

Section 1.05. Advertising. The Township agrees to advertise the dates of collection including rules, regulations and preparation requirements. This information will be available to all residents, the content of which will be agreed upon by both parties.

## ARTICLE II

### MISCELLANEOUS

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, 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 and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or of the place or places of performance.

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 City and the Township and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

**IN WITNESS WHEREOF**, the City and the Township 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.

ATTEST:

THE CITY OF RAHWAY

By: Jean D. Kuc  
Jean D. Kuc, City Clerk

By: James J. Kennedy  
James J. Kennedy, Mayor

[SEAL]

ATTEST:

THE TOWNSHIP OF CLARK

By: Kathleen Leonard  
Kathleen Leonard, Township Clerk

By: Salvatore Bonaccorso  
Salvatore Bonaccorso, Mayor

[SEAL]