

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF RAHWAY  
AND THE BOROUGH OF ROSELLE PARK FOR THE PROVISION OF SERVICES IN THE  
BULKY WASTE COLLECTION FOR THE YEAR 2006 – 2008**

**THIS INTERLOCAL SERVICES AGREEMENT**, made this 9 day of Jan., 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 Borough of Roselle Park, a municipal corporation of the State of New Jersey with offices located at Borough Hall, 110 E. Westfield Ave., Roselle Park New Jersey 07204 (the "Borough").

**WITNESSETH:**

**WHEREAS**, the City has established a Division of Solid Waste and Recycling within the Department of Public Works; 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 Borough, the bulky waste collection for the years 2006 through 2008; and

**WHEREAS**, the City and the Borough 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 Borough has accepted the removal of bulky waste from within the Borough at a cost to the Borough of \$95,000.00 for the first year, \$99,750.00 for the second year and \$ 104,700.00 for the third year, for up to 900 tons annually. Bulk tonnage in excess of 900 tons annually will be charged at the rate of \$95.00 per ton, with all tipping fees generated from this services payable by the Borough to the disposal facility currently used by the City; and

**WHEREAS**, the City and the Borough 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 Borough, the bulky waste collection for the years 2006 through 2008. These services shall be provided for the period of March through December of the year 2006 and for the period of January through December of the years 2007 and 2008.

Section 1.02. Duties of the Borough. The Borough shall pay the City for the provision of the bulky waste collection and disposal in the Borough by the City for the years 2006, 2007 and 2008 which

shall take place in March, May, June, July, September and December. The Borough 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 tipping fees for bulky waste are currently \$102.12 per ton.

Section 1.03. Payment by the Borough. The total sum paid by the Borough to the City shall be contingent upon the amount of tonnage generated by the Borough. The Borough shall make payment in accordance with the following payment schedule.

**Year 2006 - \$95,000.00**

May 1, 2006	\$31,666.67
September 1, 2006	\$31,666.67
January 1, 2007 -	Balance shall be based upon the contractual balance due of \$31,667.67 plus any additional fees due, based upon the amount of tonnage generated.

**Year 2007 - \$99,750.00**

May 1, 2007	\$33,250.00
September 1, 2007	\$33,250.00
January 1, 2008	Balance shall be based upon the contractual balance due of \$33,250.00 plus any additional fees due, based upon the amount of tonnage generated.

**Year 2008 - \$104,700.00**

May 1, 2008	\$34,900.00
September 1, 2008	\$34,900.00
January 1, 2008	Balance shall be based upon the contractual balance due of \$34,900.00 plus any additional fees due, based upon the amount of tonnage generated.

Section 1.04. 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 and materials generated by the home owner from minor alterations and repairs to the residential property.

Section 1.05. 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 not generated by the home owner (e.g. materials generated by a contractor) and not generated from pick-up sites requiring permits.

Section 1.06. Advertising. The Borough agrees to advertise the dates of collection including rules, regulations and preparation requirements. This information will be available to the residents of the City and the Borough, the content of which will be agreed upon by both parties.

## ARTICLE II

### MISCELLANEOUS

Section 2.01 Warranty. The City pledges that its services will be performed in a good and workmanlike manner. The City warrants that it is knowledgeable in all aspects of the State, Federal and local laws and regulations governing the services to be rendered under this Contract, and further warrants that it will comply fully with all such laws and regulations in the performance of the work covered by this Contract.

Section 2.02. Indemnification. The City shall indemnify, defend and hold harmless the Borough from any and all suits, losses, costs, claims, damages, proceedings and expenses (including but not limited to attorneys fees) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Section 2.03. Assignment. The City covenants and agrees not to assign or subcontract the work specified or covered under the terms of this Contract without the prior written approval from the Borough.

Section 2.04. Insurance. The City shall provide evidence of the following minimum coverage's throughout the course of the performance of the work:

**Workers Compensation**

Each Accident	\$100,000.00
Each Employee	\$100,000.00
Policy Accident	\$500,000.00
Comprehensive General Liability	\$2,000,000.00

Section 2.05. 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 2.06. Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.07. 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 2.08. 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 2.09. Cancellation. The parties shall have the right to cancel this Agreement upon a forty-five (45) day written notice to the other party.

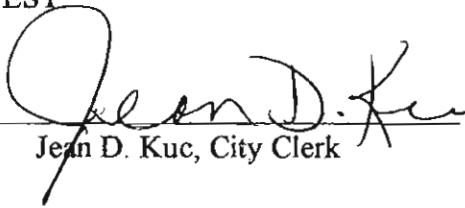
Section 2.10. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Borough and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

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

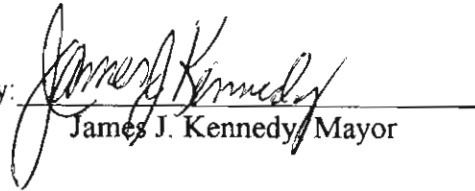
ATTEST:

THE CITY OF RAHWAY

By:

  
Jean D. Kuc, City Clerk

By:


  
James J. Kennedy, Mayor

[SEAL]

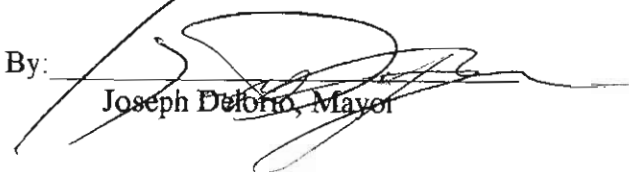
ATTEST:

THE BOROUGH OF ROSELLE PARK

By:

  
Doreen CALI, Borough Clerk

By:

  
Joseph DeLoro, Mayor

[SEAL]

RESOLUTION NO. 40-06

BY: COUNCILMEMBER Rubilla

WHEREAS, the Borough of Roselle Park is desirous of contracting with the City of Rahway, for Bulk Waste Collection for the years 2006 through 2008; and

WHEREAS, the City of Rahway is willing to accept such agreement; and

WHEREAS, the City of Rahway, with approval of the Borough of Roselle Park, by resolution shall provide the services of properly trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Borough of Roselle Park the Bulk Waste Collection for the years 2006 through 2008; and

WHEREAS, the City of Rahway has proposed removal of bulk waste from within the Borough of Roselle Park for a total of \$299,450.00 for a three (3) year period - \$95,000.00 for the year 2006, \$99,750.00 for the year 2007 and \$104,700.00 for the year 2008; and

WHEREAS, the \$102.12 per ton tipping fees generated from this service are to be payable by the Borough of Roselle Park to the landfill currently used by the City of Rahway, A.M.S. facility in Linden, now therefore

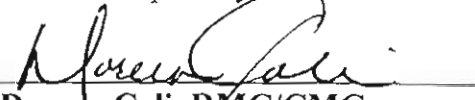
BE IT RESOLVED by the Mayor and Council of the Borough of Roselle Park that the Mayor and Borough Clerk be and hereby are directed and authorized to enter into an Interlocal Services Agreement with the City of Rahway for bulk waste disposal services for six (6) designated pick-ups per year; and

BE IT FURTHER RESOLVED that a duly executed copy of this Resolution be forwarded to the City Clerk of the City of Rahway.

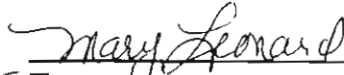
**ADOPTED:** February 16, 2006

I hereby certify that the foregoing resolution was adopted by the Council on February 16, 2006

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
DEIORIO						
BADILLO		X	X			
HARMS			X			
MATARANTE			X			
ZEGLARSKI						X
RUBILLA	X		X			
DINARDO			X			
ON CONSENT AGENDA			X	YES	NO	

  
**Doreen Cali, RMC/CMC**  
**Borough Clerk**

I hereby certify that funds are available in the line item 01-0240-00-01482-210 fund code 01.

  
**Mary Leonard**  
**Asst. Treasurer**