

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF RAHWAY AND THE BOROUGH OF KENILWORTH
FOR THE PROVISION OF SERVICES IN THE BULKY WASTE COLLECTION
FOR THE YEAR 2010 - 2012**

THIS INTERLOCAL SERVICES AGREEMENT, made this 10th day of March, 2010 (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, New Jersey 07065 (the "City") and the Borough of Kenilworth, a municipal corporation of the State of New Jersey with offices located at 567 Boulevard, Kenilworth, New Jersey 07033 (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 carrying out the bulky waste collection within the territorial jurisdiction of the Borough, the bulky waste collection for the year 2010; 2011, 2012 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 Type 13 bulky waste from within the territorial jurisdiction of the Borough at a cost to the Borough of \$61,585.00 for 2010; \$65,377.00 for 2011 and \$68,645.00 for 2012. This includes up to the first 375 tons of waste collected in each calendar year. Pick ups will be scheduled in April and September for each contract year, with all tipping fees generated from this service 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 properly trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Borough, the Type 13 bulky waste collection and disposal, as defined by N.J.A.C. 7:26-2.13, for the period of calendar years 2010, 2011 and 2012. Collections will be scheduled in April and September of each contracted year. The collection of the Type 13 waste will take place on Wednesdays, Thursdays, Fridays and Saturdays (if needed), with one half of the entire Borough being collected one week and the second half of the Borough being collected the following week. Saturday collections will be utilized only if necessary. In the event that the total tonnage collected exceeds 375 tons, the Borough shall pay an additional \$99.00 for each ton in excess thereof to the City of Rahway.

Section 1.02. Duties of the Borough. The Borough shall pay the City the sum of 50% of contracted price on or before May 1, for each contracted year and the remaining 50% of the contracted amount on or before October 1, for each contracted year. 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 current tipping fees for Type 13 bulky waste are \$62.39 per ton.

Section 1.03. Materials Collected. The City will be responsible for the collection and disposal of Type 13 bulky waste, as defined by N.J.A.C. 7:26-2.13, including the following materials: furniture, toys, storm windows, rugs, storm doors, doors, clothing, windows, wood fences, lawn furniture and carpeting. Every effort must be made to properly and safely containerize or bundle materials for collection wherever possible.

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, truck tires, 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 buildings or other structures, and any other materials not defined in Section 1.03 above.

Section 1.05. Advertising. The Borough 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.

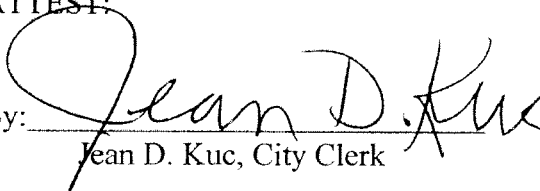
Section 2.05. Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Borough and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

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:

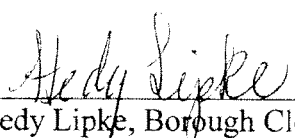

James J. Kennedy, Mayor

[SEAL]

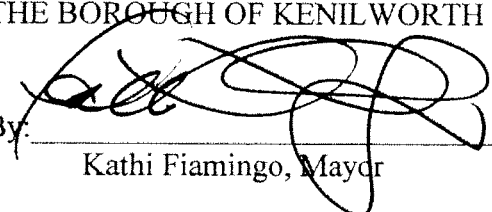
ATTEST:

THE BOROUGH OF KENILWORTH

By:


Hedy Lipke, Borough Clerk

By:


Kathi Fiamingo, Mayor

[SEAL]

RESOLUTION

No. 5

Kenilworth, NJ March 10, 2010

Introduced by Scott Klinder

Adoption moved by same

Seconded by Toni Sosnosky

Be It Hereby Resolved: That the **INTERLOCAL SERVICES AGREEMENT** with the **City of Rahway** for **Type 13 Bulky Waste Pickup and Disposal** for the Years 2010, 2011 and 2012 be ratified and that the Mayor and Borough Clerk be authorized to sign said Agreement. Cost as follows: 2010 = \$61,585...
2011 = \$65,377.
2012 = \$68,645.

Certification of Funds

Date 3-10-2010

Appropriation

IN 2010 BUDGET

Robert...
Treasurer

BOROUGH OF KENILWORTH	
MAR 10 2010	
ROLL CALL	
CAMP	A
JC	✓
K	✓
L	✓
M	✓
N	✓
O	✓
P	✓
Q	✓
R	✓
S	✓
T	✓
U	✓
V	✓
W	✓
X	✓
Y	✓
Z	✓

Approved *[Signature]* Mayor
Date March 10, 2010

RESOLUTION
CITY OF RAHWAY, NEW JERSEY

No. AR-88-10

Date of Adoption April 12, 2010

**A RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT WITH THE
BOROUGH OF KENILWORTH (BULKY WASTE COLLECTION)**

WHEREAS, the Borough of Kenilworth is desirous to contract with the City of Rahway for the Bulky Waste Collection (Years 2010, 2011 and 2012); and

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

WHEREAS, the City of Rahway, with approval of the Borough of Kenilworth, 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 Kenilworth the Bulky Waste Collection for the years 2010, 2011 and 2012; and

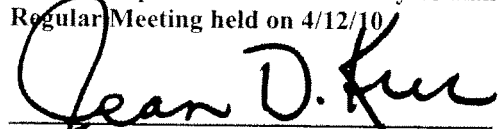
WHEREAS, the City of Rahway has proposed removal of bulky waste from within the Township at a cost of \$61,585.00 for 2010; \$65,337.00 for 2011 and \$68,645.00 for 2012 for up to the first 375 tons of waste collected during each calendar year with all tipping fees generated from this service payable by the Borough of Kenilworth to the disposal facility used by the City of Rahway.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Rahway that the Mayor and City Clerk be and are hereby directed and authorized to enter into an Interlocal Services Agreement with the Borough of Kenilworth for bulky waste disposal services covering the years 2010, 2011 and 2012.

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

BE IT FURTHER RESOLVED that this Resolution be published and take effect pursuant to law.

Certified to be a true copy of a resolution adopted by
the Municipal Council of the City of Rahway at the
Regular Meeting held on 4/12/10



City Clerk

M- Steinman

S - Mione

YES: Baker, Brown, Mione, Rachlin, Scaturo,
Steinman, Wenson Maier, Cox

ABSENT: Saliga