

**AMENDMENT TO INTERLOCAL SERVICE AGREEMENT BETWEEN  
THE CITY OF WOODBURY; THE BOROUGH OF WENONAH;  
THE BOROUGH OF WOODBURY HEIGHTS; AND THE BOROUGH OF WESTVILLE**

**WHEREAS**, the City of Woodbury and the Borough of Wenonah; the Borough of Woodbury Heights; and the Borough of Westville heretofore entered into an Interlocal Service Agreement for Code Administration and Enforcement Services with respect to enforcement of the provisions of the Uniform Construction Code; and

**WHEREAS**, the City of Woodbury was designated as the "Provider" under said Agreement, and the Borough of Wenonah; the Borough of Woodbury Heights; and the Borough of Westville were designated as the "Recipient" (hereinafter "Recipient Municipalities"); and

**WHEREAS**, the City of Woodbury and the Recipient Municipalities have mutually agreed to amend and supplement that certain Interlocal Service Agreement ("Agreement") executed by and between the Parties dated December 12, 2000, as follows:

1. Consistent with the provisions of Article VIII, Subparagraph A, and pursuant to Provider's request, the Recipient Municipalities have purchased a 2004 Nissan Sentra for Provider's use in connection with the Agreement, and the City of Woodbury shall reimburse and/or issue a credit to the Recipient Municipalities for the 2004 Nissan Sentra with the following stipulation as to cost:

- a. The Parties agree and stipulate that the cost of the Nissan Sentra purchased from Woodbury Nissan is the sum of Twelve Thousand Two Hundred Dollars (\$12,200.00), which has been financed for a period of sixty (60) months with an interest rate of 3.39% to be applied to such transaction, all of which equates to a total cost of Thirteen Thousand Two Hundred Seventy-Nine Dollars and Eighty Cents (\$13,279.80), with monthly payments of Two Hundred Twenty-One Dollars and Thirty-Three Cents (\$221.33). The total annual cost for such vehicle shall be the sum of Two Thousand Six Hundred Fifty-Five Dollars and Ninety-Six Cents (\$2,655.96) for a period of five (5) years.

2. On a quarterly basis, the City of Woodbury shall reimburse the Recipient Municipalities the sum of Six Hundred Sixty-Three Dollars and Ninety-Nine Cents (\$663.99), which sum shall be applied as a credit to the Recipient Municipalities against quarterly billing charges incurred by the Recipient Municipalities under the terms of the Interlocal Service Agreement.

3. The Parties hereto acknowledge and understand that the current Interlocal Service Agreement terminates on December 12, 2004. Although it is the intent of both Parties to renew the Interlocal Service Agreement for an additional four (4) year term, both Parties expressly agree and stipulate that the following terms shall survive the termination of the original Interlocal Service Agreement by either Party hereto:

- a. The City of Woodbury's reimbursement obligation to the Recipient Municipalities shall survive the expiration date of the original Interlocal Service Agreement, and any amendments thereto, which expires on December 12, 2004; and

- b. In the event the Interlocal Service agreement is not renewed by either Party hereto, the Recipient Municipalities shall immediately transfer title and ownership of that certain 2004 Nissan Sentra directly to the City of Woodbury, at which time the City of Woodbury shall assume the responsibility for insuring said vehicle.

4. The City of Woodbury shall take all steps reasonable and necessary to ensure that the 2004 Nissan Sentra currently owned by the Recipient Municipalities is used solely for business purposes in connection with the services provided under the Interlocal Service Agreement, and not, under any circumstances, used for personal use by the employees and/or officials under the direction and control of the Construction Code Office administered by the City of Woodbury.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date written.

CITY OF WOODBURY

Dated: 12/9/04

Leslie C. Clark  
Leslie C. Clark, Mayor

Attest: Thomas B. Bove

BOROUGH OF WENONAH

Dated: 1/4/05

Thomas J. Capaldi  
Thomas J. Capaldi, Mayor

Attest: Thomas J. Capaldi

BOROUGH OF WOODBURY HEIGHTS

Dated: 1/3/05

Harry W. Elton, Jr.  
Harry W. Elton, Jr., Mayor

Attest: Spencer Smith

BOROUGH OF WESTVILLE

Dated: January 12, 2005

William C. Packer, III  
William C. Packer, III, Mayor

Attest: Richard M. Ben