

RESOLUTION NO. 2004-189

TITLE: APPROVAL OF INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR PAVING

MOTION: SECOND:

WHEREAS, the provisions of *N.J.S.A. 40:8A-1 et seq.* authorizes a municipality to enter into a contract with any other local unit for the joint provision for any service; and

WHEREAS, it is in the best interest of the Township of Lower to enter into an agreement with the Lower Cape May Regional School District for the supply of labor and materials relating to the paving and other related work for the construction of a parking area 60 x 150 as described in Exhibit A, in the Agreement attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the appropriate officials of the Township, namely the Mayor and Township Clerk, are hereby authorized and directed to execute an Interlocal Services Agreement with the Lower Cape May Regional School District, a copy of which is attached hereto.

I hereby certify the foregoing to be an original resolution adopted by the Township Council of the Township of Lower at a meeting held on September 8, 2004.

 Claudia R. Kammer, Township Clerk

| | BECK | MAZUREK | BLOMKVEST | CHESNA | STARNER |
|---------|------|---------|-----------|--------|---------|
| AYE | | | | | |
| NAY | | | | | |
| ABSTAIN | | | | | |
| ABSENT | | | | | |

TOWNSHIP OF LOWER

2600 Bayshore Road
Villas, New Jersey 08251



Incorporated 1798

(609) 886-2005

August 24, 2004

Tom Frisoli
Lower Cape May Regional High School
687 US Hwy # 9
Erma, NJ 08204

Dear Mr. Frisoli:

This is in reference to our meeting about paving an extension of the parking lot directly behind the high school kitchen. The paving would extend from existing asphalt down to a ending point near the new well.

All under ground utilities must be marked and identified by the school district prior to work being starting.

An interlocal agreement between the school district and township must be first executed by the school district. The cost of the project would be Five Thousand Seven Hundred Dollars (\$ 5700.00)

Sincerely,

Gary Douglass, CPWM
Public Works Superintendent

A handwritten signature in black ink, appearing to be "G. Douglass", written over a horizontal line.

Cc: Kathy McPherson, Township Manager ✓
File; interlocalcmrpaving

DR. RICHARD STRAUSS
Superintendent

RICHARD J. HOOYMAN
President

JACK J. PFIZENMAYER
Business Administrator/Board Secretary

HELEN WALLACE
Vice-President

Board of Education
Lower Cape May Regional School District
687 Route 9 Cape May, New Jersey 08204
(609) 884-3475 Fax: (609) 884-7067

CITY OF CAPE MAY

TOWNSHIP OF LOWER

BOROUGH OF WEST CAPE MAY

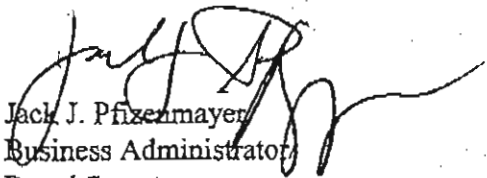
August 30, 2004

Ms. Kathy McPherson
Township Manager
Township of Lower
2600 Bayshore Road
Villas, NJ 08251

Dear Kathy:

Attached is the signed Interlocal Services Agreement that was approved at the Board of Education meeting held on August 26, 2004. If you have any questions or concerns regarding this information, please contact me.

Sincerely yours,


Jack J. Pfizenmayer
Business Administrator
Board Secretary

JJP/cw

cc: Gary Douglass, Public Works Superintendent
Ruth Foley, Accounts Payable

INTERLOCAL SERVICES AGREEMENT

By and Between:

THE TOWNSHIP OF LOWER, a New Jersey municipal Corporation with principal place of business located at 2600 Bayshore Road, Villas, NJ 08251, hereinafter referred to as "TOWNSHIP"

And

THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT, a duly constituted school district with principal place of business located at 687 Route 9, Cape May, NJ 08204, hereinafter referred to as "LCMR".

1. **BACKGROUND OF AGREEMENT:** LCMR has an area which is presently grassed over and which LCMR desires to pave over and use as a parking lot for its staff and students. TOWNSHIP has agreed to grade and asphalt this area over for a fixed price so that LCMR can so utilize it. This is pursuant to a letter from the TOWNSHIP'S Superintendent of Public Works, a copy of which is attached as Exhibit "A" hereto.
2. **WORK TO BE PERFORMED:** The work which TOWNSHIP shall perform for LCMR shall be the construction of a parking area 60 X 150 in size and as described in the proposal attached as Exhibit "A" hereto.
3. **PAYMENT:** LCMR shall pay TOWNSHIP the \$5,700. specified in its proposal for the work performed by TOWNSHIP.
4. **TIME OF PAYMENT:** LCMR shall pay the specified \$5,700. to TOWNSHIP after completion of the work and after presentment of a proper voucher to LCMR. TOWNSHIP acknowledges that LCMR only meets regularly once a month and that any voucher presented for payment must be presented at least ten (10) days before that month's regular meeting.

5. **ADDITIONAL WORK:** In the event more work is called for or needed than what is in the attached proposal, TOWNSHIP shall first present LCMR with a written proposal before doing any such work and shall not commence work unless this proposal is duly signed by LCMR. Change Orders costing less than \$500.00 may, however, be authorized orally.

6. **TIME OF PERFORMANCE:** No specific time for performance is established but TOWNSHIP and LCMR shall mutually agree on the dates the work is to be done. Both parties agree that the work shall be done in a reasonable time keeping in mind TOWNSHIP'S other responsibilities and LCMR'S need for minimal disruption of school.

7. **REPRESENTATIONS BY TOWNSHIP:** In connection with this Agreement and the work to be performed, the TOWNSHIP represents to LCMR as follows:

- A. That it has inspected the site where the work to be performed.
- B. That it has sufficient manpower and equipment to perform the specified work.
- C. That it will have in place adequate liability and workman's compensation insurance.

8. **REPRESENTATIONS BY LCMR:** In connection with this Agreement and the work to be performed by TOWNSHIP, LCMR represents to TOWNSHIP as follows:

- A. That it knows of no condition or situation concerning the property that would prevent, complicate or enlarge the work contemplated to be done by TOWNSHIP.
- B. That it has adequate funds with which to pay TOWNSHIP.

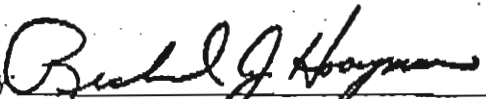
9. **ARBITRATION:** In the event of any disputes between TOWNSHIP and LCMR arising out of this Agreement or any aspect of this transaction, LCMR and TOWNSHIP agree to submit all such disputes to binding arbitration. Such arbitration shall be conducted by an arbitrator mutually selected and agreed upon by LCMR's Business Administrator and TOWNSHIP's Manager.

10. **MODIFICATION OR AMENDMENT OF AGREEMENT:** This Agreement may only be modified or amended in writing by both LCMR and TOWNSHIP and therefore no oral modifications shall be binding on either LCMR or TOWNSHIP.

11. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and understanding between LCMR and TOWNSHIP and unless set forth herein, no other promises, understandings or representations shall be binding upon either LCMR or TOWNSHIP.

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT:

Date: 8/26/04

By: 
Richard J. Hooyman, President

Attest: 
Jack J. Pfizenmayer, Board Secretary

TOWNSHIP OF LOWER:

Date: _____

By: _____
Larry W. Starner, Mayor

Attest: _____
Claudia Kammer, Clerk