

INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2007,

by and between the **MANCHESTER TOWNSHIP BOARD OF EDUCATION**, an educational entity of the State of New Jersey, having its principal offices located at P.O. Box 4100, Whiting, New Jersey 08759-4100, and the **TOWNSHIP OF MANCHESTER**, a municipal entity of the State of New Jersey, having its principal offices located at 1 Colonial Drive, Manchester, New Jersey 08759.

WITNESSETH:

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., as it may be amended and supplemented from time to time, provides that local units may agree to provide jointly, or on behalf of any local unit, any service which any of the parties on whose behalf such services are to be performed may legally perform for itself; and

WHEREAS, the Manchester Township Board of Education (hereinafter "Board") requires recycling collection services; and

WHEREAS, the Township of Manchester (hereinafter "Township") also needs to provide recycling collection services to the residents of the Township; and

WHEREAS, the Board and Township desire to provide such services in the most cost efficient manner for the benefit of the taxpayers of Manchester Township; and

WHEREAS, shared recycling collection services will result in cost savings for the benefit of the taxpayers of the Township; and

WHEREAS, the Board and Township desire to enter into an Agreement for the shared provision of recycling collection services.

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenants herein contained the parties agree as follows:

1. Prior to the execution of this Agreement, the Township has solicited recycling collection services in a formal competitive bidding process conducted in accordance with the provisions of the Local Public Contracts Law. The Board's requirements for recycling collection services were included in this bid solicitation as a separate component.

2. The Township will award a three (3) year contract for recycling collection services to Waste Management, Inc. Said contract will include the collection of the Board's recycling materials. The Board's recycling materials will be collected, and containers provided, in accordance with the contract entered into by the Township with Waste Management, Inc. and the bid specifications which shall be incorporated into and become a part of said contract.

3. The Township shall directly pay Waste Management, Inc. for the recycling collection services provided to the Board. The Board shall reimburse the Township monthly in an amount equal to the prorated share of the annual fee as follows:

First year: \$406.64 per month (annual fee \$4,879.68)

Second year: \$419.12 per month (annual fee: \$5,029.44)

Third year: \$431.60 per month (annual fee: \$5,179.20)

A four (4%) percent annual administration fee has been added to, and is included in, the above provided annual and monthly fees.

4. The Township shall bill the Board on or before the tenth (10th) of each month. Payment is due to the Township on or before the last day of each month.

5. Pursuant to N.J.S.A. 40:8A-4, the parties shall adopt resolutions authorizing this Agreement which shall be effective upon subsequent execution by the parties on or before July 1, 2007. This Agreement shall remain in full force and effect from its effective date until June 30, 2010.

6. The Agreement shall be administered on behalf of the Board by the Business Administrator, Peter J. Corigliano and by Constance Lauffer, Business Administrator of the Township.

7. The Board shall immediately notify the Township in writing of any alleged failure by Waste Management, Inc. to perform its obligations, relative to the Board, under its recycling contract with the Township. If the Township fails to rectify the performance of Waste Management, Inc. within thirty (30) days the Board may cancel this Agreement upon thirty (30) days additional notice to the Township.

8. The Township hereby agrees to indemnify, defend and hold harmless the Board, its officers, agents and employees against any and all liability, penalties, damages, expenses, including attorneys' fees, and judgments, loss or claim arising out of or from, or related to this Agreement except for claims due to the gross negligence of the Board.

9. Notices given in accordance with the terms of this Agreement shall be deemed sufficiently served if such notice is mailed by certified or registered mail, or is delivered personally to either of the parties at the addresses set forth on the first page of this Agreement, or at such other place as the parties may from time-to-time designate in writing. In computing the number of days

specified in any notice given hereunder, the date of mailing or personal service, as the case may be, shall be counted as the first day.

10. No change or modification of any of the covenants, terms or provisions hereof shall be valid unless in writing and signed by the parties hereto. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Agreement.

11. The covenants and agreements herein contained shall enure to the benefit of, be binding upon the successors, heirs, executors, administrators and assigns of the parties hereto, respectively.

12. The Agreement shall be governed by and construed under the laws of the State of New Jersey.

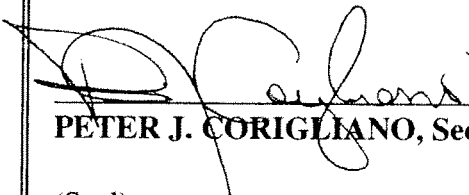
13. The provisions of the Agreement are severable and it is the intention of the parties hereto that if this Agreement cannot take effect in its entirety because of the final judgment of any Court of competent jurisdiction, holding invalid any part or parts thereof, the remaining provisions of the Agreement shall be given full force and effect as completely as if parts held invalid had not been included therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day

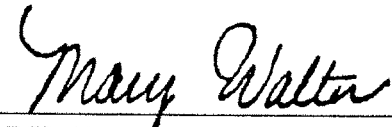
and year first written above.

ATTEST/WITNESS

MANCHESTER TOWNSHIP
BOARD OF EDUCATION



PETER J. CORIGLIANO, Secretary

By 

MARY WALTER, President

(Seal)

ATTEST/WITNESS

TOWNSHIP OF MANCHESTER



MARIE S. PELLECCIA, Clerk

By 

MICHAEL IRESSOLA, Mayor

(Seal)

SKF:vc
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