

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 7th day of February, 2008 by and between the BOROUGH OF MAYWOOD, a Municipal Corporation of the State of New Jersey, having offices at 15 Park Avenue, Maywood, New Jersey 07607 (hereinafter referred to as "Maywood", and the Township of Rochelle Park, a Municipal Corporation of the State of New Jersey, having offices at 151 W. Passaic Street, Rochelle Park, New Jersey 07662 (hereinafter referred to as "Rochelle Park")

WITNESSETH:

WHEREAS, *N.J.S.A. 40:8A-1 et seq.*, the "Inter-local Services Act," authorizes contracts between municipalities for the joint provision of services within their respective jurisdictions; and

WHEREAS, the Township of Rochelle Park has recently purchased a stump grinder at a cost of \$26,000.00; and

WHEREAS, the Borough of Maywood is in need of a stump grinder; and

WHEREAS, Rochelle Park has offered to sell a ½ interest in said stump grinder to Maywood for the sum of \$13,000.00 in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the governing bodies of the Borough of Maywood and the Township of Rochelle Park deem it to be in the best interests of the people in their respective communities to enter into an agreement for the joint use of the stump grinder;

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

1. Rochelle Park does hereby sell and convey a ½ interest in the following described stump grinder recently purchased by the Township of Rochelle Park:

Rayco Model RG 1672M Stump Grinder

2. Maywood agrees to store said stump grinder at its DPW facility at 205 East Hunter Avenue, Maywood, N.J. 07607

3. Maywood shall pay Rochelle Park the sum of \$13,000.00 for a ½ interest in said stump grinder services. Payment shall be made within thirty days following approval of this Agreement by both Maywood and Rochelle Park and upon receipt of a fully executed copy of this Agreement.

4. Maywood and Rochelle Park shall each be responsible to insure their respective ½ interest in the stump grinder for theft or damage from vandalism, fire, flood, windstorm or automobile

accident. Such insurance proceeds shall be used to repair said stump grinder unless otherwise mutually agreed upon by the parties.

5. Maywood and Rochelle Park shall each be responsible to maintain their own liability insurance and worker's compensation coverage respecting their respective 1/2 interest in said stump grinder and the use thereof by their own respective personnel.

6. Maywood and Rochelle Park shall share the use said stump grinder on an "as needed" basis. In the event of a conflict between Maywood and Rochelle Park respecting the use of the stump grinder on a particular date or time, the parties shall have alternating priority, with Maywood having the first use.

7. Maywood and Rochelle Park shall utilize their own personnel during their respective use of the stump grinder. Each party shall be responsible for the training and certification, if required, of their own personnel on the use of the stump grinder.

8. The stump grinder shall not be lent nor shall it be used outside of Maywood or Rochelle Park without the consent of both Maywood's administrator and Rochelle Park's administrator.

9. Maywood and Rochelle Park shall each be responsible for 1/2 the cost of maintaining the stump grinder. Any repairs shall be with the consent of both Maywood's administrator and Rochelle Park's administrator. Each party shall be responsible to pay for the cost of fuel consumed during their respective use of the stump grinder.

10. During the use of the stump grinder, each party shall be responsible to pick-up said stump grinder from Maywood's DPW facility and to return said stump grinder to said facility at the close of the day following the use of the stump grinder.

11. This Agreement represents the full agreement between the parties. This Agreement may only be modified in writing signed by both parties.

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

ATTEST:


Virginia De Maria, Twp. Clerk

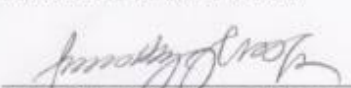
TOWNSHIP OF ROCHELLE PARK


By: Joseph Scarpa, Mayor




Jean M. Pelligrin, Borough Clerk

BOROUGH OF MAYWOOD


By: Timothy J. Eustace, Mayor