

THIS AGREEMENT made this 24 day of Sept, 2008, by and between

The Borough of Maywood, a municipal corporation of the State of New Jersey, with offices located at 15 Park Avenue, Maywood, New Jersey 07607 (hereinafter referred to as "Maywood")

and

The Township of Rochelle Park, with offices located at 151 W. Passaic Street, Rochelle Park, New Jersey 07662 (hereinafter referred to as "Rochelle Park")

WITNESSETH

WHEREAS, N.J.S.A. 40A:65-1 *et seq.*, the "Uniform Shared Services and Consolidation Act," authorizes contracts between municipalities for shared services within their respective jurisdictions; and

WHEREAS, the governing bodies of Rochelle Park and Maywood deem it to be in the best interests of the people in their respective communities to enter into such an agreement for the provision of motor vehicle fuel to the Borough of Maywood by the Township of Rochelle Park;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Rochelle Park agrees to provide and sell motor vehicle fuel to the Borough of Maywood and Maywood agrees to purchase from Rochelle Park motor vehicle fuel upon the following terms and conditions:

1. The cost of the fuel to the Borough of Maywood will be the average monthly cost to the Township of Rochelle Park plus \$ .20 per gallon.
2. The fuel pumps are located on Rochelle Avenue behind the Fire House. The pumps are available 24 hours per day/seven days a week.
3. The Township of Rochelle Park shall provide for each vehicle of the Borough of Maywood using said pumps a special key at a cost of approximately \$10-\$15 per key assigned to each driver thereof identified by the last four digits of their social security number.
4. Township of Rochelle Park shall bill the Borough of Maywood monthly
5. In addition to the special keys and the fuel cost, Maywood shall also be responsible for sharing the cost of repairing the equipment (including fuel pumps, fuel tanks & computer) and cost of software used for the storage, dispensing and calculation of gasoline. The percentage of

responsibility for these costs will be determined by the number of municipalities who have entered into similar inter-local agreements with Rochelle Park. As of the date of this Agreement, the Maywood share shall be one-third as shared between Rochelle Park, Saddle Brook and Maywood. If the number of municipalities increases or decreases, the respective pro-rata share of the Borough of Maywood shall be adjusted accordingly.

7. Nothing contained herein shall be deemed to require the Borough of Maywood to purchase its motor vehicle fuel from Rochelle Park or to preclude the Borough of Maywood from purchasing motor vehicle fuel from other sources.

Section 2. Maywood shall remit payment to Rochelle Park within thirty (30) days of receipt of the monthly bill.

Section 3. The term of this agreement shall be for 5 years from the date of execution hereof provided, however, that either party shall have the right to cancel the within agreement upon thirty (30) days written notice to the other.

Section 4. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the Borough of Maywood has caused this Agreement to be duly executed by its Mayor and has caused its seal to be hereto affixed and attested to by the Borough Clerk, and the Township of Rochelle Park has caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

ATTEST:

By: Jean Pelligra  
Jean Pelligra, Borough Clerk

BOROUGH OF MAYWOOD

By: Timothy J. Eustace  
Timothy J. Eustace, Mayor

ATTEST:

By: Virginia DeMaria  
Virginia DeMaria, Township Clerk

TOWNSHIP OF ROCHELLE PARK

By: Joseph Scarpa  
Joseph Scarpa, Mayor