

Explanation: This resolution authorizes the Mayor and Township Clerk to execute an interlocal agreement between the Township of Bedminster and the Borough of Far Hills for snow removal, ice control and road maintenance and the maintenance of the J. Malcolm Belcher Fairgrounds.

**TOWNSHIP OF BEDMINSTER
RESOLUTION NO. 2008-024**

WHEREAS, the Borough of Far Hills desires the Township of Bedminster to provide snow removal, ice control and road maintenance on certain roads and maintenance and upkeep of the J. Malcolm Belcher Fairgrounds in the Borough of Far Hills; and

WHEREAS, the Township of Bedminster and the Borough of Far Hills have set forth their respective responsibilities regarding the provision of the services in an Agreement between the Township of Bedminster and the Borough of Far Hills, a copy of which agreement is annexed to this Resolution; and

WHEREAS, the Interlocal Agreement has been reviewed and approved by both the Township of Bedminster and the Borough of Far Hills.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Bedminster, in the County of Somerset, and State of New Jersey as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Agreement to provide snow removal, ice control and road maintenance services on certain roads and the maintenance and upkeep of the J. Malcolm Belcher Fairgrounds in the Borough of Far Hills.
2. Upon execution of the Agreement by the Township of Bedminster, the Township Clerk shall forward said Agreement to the Borough of Far Hills for execution by the Mayor and Borough Clerk.

ATTEST:

**BEDMINSTER TOWNSHIP
COMMITTEE**

Rv: *Rudith A. Sullivan*

Rv: *[Signature]*

**Borough of Far Hills
Resolution #07115
AUTHORIZING INTERLOCAL AGREEMENT
BETWEEN BEDMINSTER TOWNSHIP AND FAR HILLS BOROUGH
FOR PROVISION OF SNOW REMOVAL, ICE CONTROL
AND ROAD MAINTENANCE SERVICE ON
CERTAIN ROADS IN THE BOROUGH AND
UPKEEP OF J. MALCOLM BELCHER FAIRGROUNDS**

WHEREAS, the Borough of Far Hills desires the Township of Bedminster to provide snow removal, ice control and road maintenance service on certain roads and the maintenance and upkeep of the J. Malcolm Belcher Fairgrounds in the Borough of Far Hills; and

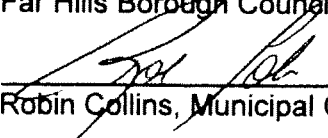
WHEREAS, the Borough of Far Hills and the Township of Bedminster have set forth their respective responsibilities regarding the provision of the services in an Agreement between the Township of Bedminster and the Borough of Far Hills, a copy of which Agreement is annexed to this Resolution; and

WHEREAS, the interlocal Agreement has been reviewed and approved by both the Borough of Far Hills and the Township of Bedminster,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Far Hills, in the County of Somerset and State of New Jersey as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the Agreement to receive the service of snow removal, ice control and road maintenance services on certain roads and the maintenance and upkeep of the J. Malcolm Belcher Fairgrounds in the Borough of Far Hills from the Township of Bedminster.
2. Upon execution of the Agreement by the Borough of Far Hills, the Borough Clerk shall forward the fully executed Agreement to the Bedminster Township Clerk for filing.

I certify this is a true and exact copy
of a resolution adopted by the
Far Hills Borough Council on 12/10/07.



Robin Collins, Municipal Clerk

**AGREEMENT FOR ROAD MAINTENANCE
AND SNOW REMOVAL**

BETWEEN: the **TOWNSHIP OF BEDMINSTER**, a municipal corporation of the State of New Jersey, having an office at One Miller Lane, Bedminster, New Jersey (“Bedminster”)

AND: the **BOROUGH OF FAR HILLS**, a municipal corporation of the State of New Jersey, having an office at 6 Prospect Street, Far Hills, New Jersey (“Far Hills”).

STATEMENTS OF FACT:

- A. Bedminster and Far Hills desire that Bedminster provide snow removal, ice control and road maintenance services on certain roads in the Borough of Far Hills and maintenance and upkeep of the J. Malcolm Belcher Fairgrounds (“the Fairgrounds”).
- B. Bedminster and Far Hills desire that Bedminster provide these services pursuant to the Interlocal Services Act, NJSA 40:8A-1 et seq.
- C. Bedminster and Far Hills desire to identify their respective rights and responsibilities regarding the performance of snow removal, ice control and road maintenance services and Fairgrounds maintenance and upkeep during the term of this Agreement.

NOW, THEREFORE, in consideration of the Statements of Fact, the sum of One Dollar (\$1.00) in hand to each party, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services**. During the term of this Agreement (defined below), Bedminster shall provide the following services to Far Hills.

A. **Emergencies**. Bedminster will provide twenty-four (24) hour emergency service with a response time of approximately forty-five (45) minutes on nights and weekends and thirty (30) minutes during normal working hours.

B. **Snow and Ice Control**. Bedminster will provide snow plowing and the spreading of ice control materials on certain roads in Far Hills as indicated on Exhibit A annexed hereto. Materials to be used for ice control shall be as indicated on Exhibit B annexed hereto.

C. **Maintenance and Repair of Roads**. Upon recommendation of the Bedminster Township Public Works Supervisor and approval by the Far Hills Roads Committee Chairman, Bedminster will undertake the following maintenance and/or repair responsibilities:

- pot hole repair
- cleaning and maintenance of storm drains
- roadside mowing
- clearing of brush to maintain good visibility for vehicular traffic

The following services will not be provided to Far Hills as part of this

Agreement:

- snow and ice control for the Far Hills train station and Borough-owned sidewalks
- leaf collection
- brush collection, other than as described above
- non-recyclable trash collection

D. **Fairgrounds Maintenance and Upkeep**. Upon request from the Borough Council Liaison to the Far Hills Recreation Commission,

Bedminster will undertake maintenance and upkeep of the Fairgrounds, including the sports fields and special projects as they arise.

2. **Term.** This Agreement shall commence as of January 1, 2008, and shall be for a term of one (1) year, ending on December 31, 2008. On or about November 1, 2008, the parties hereto shall review this Agreement and provide to each other, in writing, their comments and/or intentions for possible renewal of this Agreement. Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

3. **Costs and Expenses.**

- A. Costs and expenses for equipment and/or labor shall be as set forth on Exhibit C during the term of this Agreement. These costs and expenses include the maintenance of the equipment to be used for the services set forth herein, and there shall be no additional cost to Far Hills for regular maintenance or repairs.
- B. In addition to these costs and expenses, Far Hills shall also reimburse Bedminster for the actual cost of any materials used for ice control, road repair or other services provided for by this Agreement, unless these materials are provided by Far Hills. To the extent possible, Bedminster shall notify Far Hills in advance of the cost of such materials, unless such cost is unavailable or the situation requires immediate action. When seeking reimbursement

for costs, Bedminster shall submit to Far Hills a written statement setting forth the labor, equipment and type and amount of materials used and the actual cost of these materials.

- C. Bedminster shall bill Far Hills monthly for any services provided pursuant to this Agreement. Far Hills shall submit payment to Bedminster within thirty (30) days from the date any such bill is sent to Far Hills. A late charge of 1% per month of the overdue amount shall be charged for any payment not received in a timely fashion.
 - D. If a Bedminster employee is required to return to work after having been dismissed for the day in order to provide to Far Hills services as set forth in this Agreement, Far Hills shall pay a minimum of two (2) hours of work on an overtime basis, as required by Section 8.9 of the Personnel Policy of Bedminster Township. Regular hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday.
4. **Personnel.** Bedminster shall use its own personnel in the performance of the services rendered pursuant to this Agreement. The labor rates for said personnel shall be as set forth on Exhibit C annexed hereto.
5. **Priority.** In situations in which snow removal and/or ice control services are required, the Far Hills Police Chief or his official designee shall notify the Bedminster Public Works Supervisor. The Bedminster Public Works Supervisor shall have complete discretion regarding priority of services and scheduling of services in Bedminster and Far Hills.

6. **Indemnification.** Each municipality hereby indemnifies and hold the other harmless against all losses, claims or liabilities of any kind (including reasonable attorneys fees and costs), for personal injury or property damage, arising out of the actions taken by either party pursuant to this Agreement.
7. **Insurance.** During the term of this Agreement, Far Hills will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person, and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$1,000.00. Far Hills shall provide Bedminster with a Certificate of Insurance naming Bedminster as an additional insured, and stating that said policy cannot be canceled except on thirty (30) days' notice to Bedminster.
8. **Dispute Resolution.** In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the laws of the State of New Jersey. The parties agree that the decision rendered by the impartial arbitrator shall be binding. The losing party in any such arbitration shall be responsible for the legal fees and costs of the prevailing party.

9. **Miscellaneous**. This Agreement may only be modified in writing, duly authorized and signed by the Mayor of each municipality. All notices, statements or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

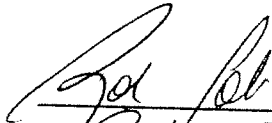
If to Bedminster: Township Administrator
Township of Bedminster
Municipal Building
One Miller Lane
Bedminster, NJ 07921

If to Far Hills: Borough Clerk
Borough of Far Hills
Borough Hall
6 Prospect Street
Far Hills, NJ 07931

10. **Authorization**. Each part represents and warrants to the other that all municipal action necessary for such municipality to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.
11. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

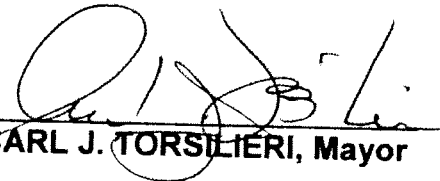
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:



Robin Collins, Borough Clerk

BOROUGH OF FAR HILLS

By: 


CARL J. TORSILERI, Mayor

ATTEST:



JUDITH A. SULLIVAN, Township Clerk

TOWNSHIP OF BEDMINSTER

By: 

ROBERT F. HOLTAWAY, Mayor

EXHIBIT A

FAR HILLS ROADS AFFECTED BY THIS AGREEMENT

Layton Road	Prospect Street
Belcher Lane	Spring Street
Sunnybranch Road	Far Hills Avenue
Lake Road	Schley Avenue
Campbell Road	Ludlow Avenue
Pennbrook Road	Railroad Avenue
Hidden Valley Road	DeMun Place
Springhollow Road	Dumont Road
Fox Hunt	

EXHIBIT C
EQUIPMENT AND LABOR COSTS
2008

SNOW REMOVAL	
Single Axle 5/6 cu. Yd. Dump Truck with snow /material spreader	\$38.87
Single Axle 3/5 cu. Yd. Dump Truck with snow /material spreader	\$38.87
ROAD MAINTENANCE	
Single Axle 5/6 cu. Yd. Dump Truck	\$32.39
Single Axle 2/3 cu. Yd. Dump Truck	\$32.39
Good Roads 20 cu. Yd. Leaf Collector	\$19.44
John Deere 670B-Grader	\$58.31
John Deere 310SE - Backhoe	\$31.59
John Deere 510-TC Wheel Loader B37	\$53.52
Case 4210 -Tractor with Flail Mower	\$19.44
Sullair -Air Compressor with Hammer	\$12.95
Bomag-90AD Vibratory Roller	\$12.95
Bomag-135AD Vibratory Roller	\$15.17
Equipment Trailer	\$6.49
Elgin Street Sweeper	\$38.87
Mauldin-690E Asphalt Paver	\$19.44
Brush Bandit-Wood Chipper	\$19.44
Pickup Truck	\$17.23
SMALL EQUIPMENT	
Plate Compactor	\$6.49
Chain Saw	\$6.49
Aerator	\$6.49
York Rake	\$6.49
Bolens Tractor	\$12.95
Toro Workman	\$12.95
Toro Tractor	\$12.95
Scag 36" Lawn Mower	\$6.49
Weed Eater	\$6.49
Snow Blower	\$6.49
LABOR RATE	
Regular Hourly Rate	\$50.00
Overtime Hourly Rate	\$75.00