

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF
RAHWAY AND THE RAHWAY HOUSING AUTHORITY FOR THE
PROVISION OF SERVICES IN THE TYPE 10 SOLID WASTE COLLECTION
FROM JULY 2010 TO JUNE 2015**

THIS INTERLOCAL SERVICES AGREEMENT, made this _____ day of _____, 2010 (the "Agreement") by and between the City of Rahway, in the County of Union, a municipal corporation in the State of New Jersey with offices located at One City Hall Plaza, Rahway, New Jersey 07065 (the "City") and the Rahway Housing Authority, in the County of Union, located at 165 E. Grand Ave., Rahway, New Jersey 07065 (the "Authority").

W I T N E S S E T H:

WHEREFORE, the city has established a Division of Solid Waste and Recycling within the Department of Public Works, and

WHEREAS, the Housing Authority of the City has expressed a need for the pick up, removal and disposal of solid waste/bulky waste including types 10, 13, parts of 13c, and parts of 23, as defined by N.J.A.C. 7:26, and recyclable material on its premises; and

WHEREAS, the City has the ability to provide the services of properly trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Authority, the collection of solid waste/bulky waste and recyclable material collection, removal and disposal services for the period of July 2010 to June 2015; and

WHEREAS, the Housing Authority and the City have both respectively passed resolutions authorizing an Interlocal Services Agreement for the provision of solid waste/bulky waste and recyclable material collection, removal and disposal services; and

WHEREAS, the Authority has proposed and the City has accepted the proposal to pick up, remove, and dispose of solid waste/bulky waste and recyclable material from within the jurisdiction of the Authority at a cost to the Authority of \$37,000.00 per year for the period July 2010 to June 2015; and

WHEREAS, the City and the Authority have each duly authorized their respective proper officials to enter into and execute this Interlocal Services Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SCOPE

Section 1.01. Duties of the City. The City shall provide the services of properly trained personnel as necessary to aid in the carrying out within the territorial jurisdiction of the Authority, solid waste/bulky waste and recyclable material collection, removal and disposal services the Type 10 waste collection, as defined by N.J.A.C. 7:26-2.13 for the period of July 2010 to June 2015. The collection of the Type 10 waste shall take place twice a week. The City shall be responsible for all tipping fees generated by the collection and disposal of said Type 10

waste to the disposal facility currently used by the City for this service. The City, at no cost to the Authority, shall also provide the collection and disposal of recyclable materials, Type 13 bulky waste, as defined by N.J.A.C. 7:26-2.13 and scrap metal.

Section 1.02 Duties of the Authority. The Authority shall pay the City the annual sum of \$37,000.00.00 for the provision of the solid waste/bulky waste and recyclable material collection, removal and disposal services Type 10 waste material collection and disposal from the premises owned by the Housing Authority for the period commencing July 2010, and ending June 30, 2014. Payments for said services shall be made on a quarterly basis in accordance with the following payment schedule:

Example:

September 30, 2010	\$9,250.00
December 31, 2010	\$9,250.00
March 31, 2011	\$9,250.00
June 30, 2011	\$9,250.00

Payments will continue on quarterly basis until end of contract period.

The City shall be responsible for all tipping fees generated by the collection and disposal of said solid waste/bulky waste and recyclable material to the disposal facility currently used by the City for this service.

Section 1.03. Collection Sites. The City shall collect all of the Housing Authority's solid waste/bulky waste and recyclable material at the following sites: the Housing Authority's Senior Sites located at 224-225 West Grand Ave., 337 West Milton Ave., 165 E. Grand Ave., and the Family Sites located at Capobianco Plaza and Leesville Avenue.

Section 1.04 Materials Collected. The City shall be responsible for picking up and collecting all solid waste/bulky waste including types 10, 13, parts of 13c and parts of 23 as defined by N.J.A.C. 7:26, and recyclable material generated by the Housing Authority and its residents excepting hazardous waste.

With regards to Section 13c, the portion of Section 13c dealing with construction and demolition waste is not intended to be part of this Agreement nor is same expected to be picked up by the City. However, the portion of 13c dealing with miscellaneous materials such as carpets and padding is intended to be included in this Agreement.

With regards to Section 23, the portion of Section 23 dealing with crop residues is not intended to be part of this Agreement nor is same expected to be picked up by the City. However, the portion of Section 23 dealing with non crop residues such as leaves, grass clippings, tree parts, shrubbery, Christmas trees and garden waste is intended to be included in this Agreement.

Section 1.05. Materials Not Collected. The City shall not be required to pick up, collect, dispose of or remove any waste from the Housing Authority defined by the Department of Environmental Protection as hazardous waste.

Section 1.06. Advertising. The City agrees to advise the dates of collection including rules, regulations and preparation requirements. This information will be available to the

Housing Authority and all residents of the Housing Authority. In the event any changes are made to the existing advertisements, the contents of same shall be agreed upon by both parties.

ARTICLE II

MISCELLANEOUS

Section 2.01 Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties for or with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02 Headlines. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

Section 2.03 Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or the place or places of performance.

Section 2.04 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

Section 2.05 Execution of Counterparts. This Agreement may be executed in any number of counterparts each of which shall be executed by the City and the Authority and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the City and the Authority have caused their respective corporate seals to be hereunto affixed hereto and attested and this Agreement to be signed by their respective officers duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST:

THE CITY OF RAHWAY

By: _____
Jean D. Kuc, City Clerk

By: _____
James J. Kennedy, Mayor

ATTEST:

RAHWAY HOUSING AUTHORITY

By: _____

By: _____