

Township of Tewksbury & Califon Borough

Interlocal Service Agreement

This Agreement, made as of the 1st of January between the Township of
2005
Tewksbury (herein the "Township") and Califon Borough (herein the "Borough").

WHEREAS, this inter-local service agreement between the Township and the Borough provides for the maintenance and upkeep of the Califon streets and roads and certain grounds and achieves economies and efficiencies.

WHEREAS, the Township is prepared to accept the responsibility for the maintenance and upkeep of the Borough streets and roads and certain grounds upon the terms and conditions hereafter set forth.

WHEREAS, the State of New Jersey has defined the procedures for the execution of any agreement, and the agreement between the Township and the Borough shall be governed by the Interlocal Services Act (NJSA 40:8A-1 et. seq.)

NOW, THEREFORE, in consideration of the mutual convenience herein contained, the parties agree as follows:

1. Service Provided by the Township. During the term of this Agreement, the Township will provide to the Borough all ordinary, necessary, and appropriate maintenance, repair, and upkeep to the streets and roads and certain grounds formerly maintained by the Borough. The services to be provided by the Township shall include all items listed on Schedule A.
2. Scheduling and Execution of Service. The Township agrees to perform all services in a workmanlike manner. All services excepting snow removal, salting, and sanding will be scheduled by the Township Superintendent of Public Works in a manner which will provide efficiency and economy consistent with timeliness. When appropriate, the work in the Borough will be carried out as an extension of similar work on the Township roads. Snow plowing, sanding, and salting will be done on an "as needed" basis. The Borough recognizes that the Township has finite personnel and resources to provide the agreed upon services and is entitled to make its own judgements about the amount of personnel, equipment, and other resources it determines to have available and utilize in the future. The Township shall have full discretion to determine the level of services provided to both the Township and the Borough, (so long as the level provided in both municipalities is substantially the same as possible), including, but not limited to, such matters as the amount and type of equipment, personnel, and other resources used, and the priority, frequency, and level of service and maintenance activities in the Borough. The Township makes no representation that it will provide a given service within a given time frame, but will in all cases (and consistent with the foregoing) make its best effort to provide all services in a timely manner. In any event, the intention of the parties is that the Township will provide substantially the same sort of service and maintenance in the Borough as it provides in the Township. When acting within the Borough under this agreement the employees of the Public Works Department of the Township shall have the same privileges and immunities they have when acting within the

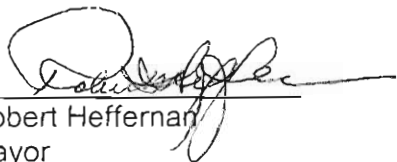
Township.

3. No Permits or Fees. The Borough agrees to allow the Township, after notification, to open a roadway or other area under Borough jurisdiction while performing requested services without the need for permits or fees. The Township Superintendent of Public Works will proceed and call the "1-800 Before You Dig" office and mark utilities as deemed appropriate.
4. Liaison & Reporting. The Borough agrees to appoint an official liaison and designated alternate to maintain contact with the Township Superintendent of Public Works and to provide input concerning road maintenance needs of the Borough as determined by the Borough's Road Committee. The Township's Superintendent of Public Works will prepare and submit to the Borough monthly reports of the services provided.
5. Contracting with Private Parties. In the event that the Township utilizes the services of a private contractor or professional entity to act as a contractor who completes Borough projects, the Township shall be required to award the contract in accordance with the Local Public Contracts Law (NJSA 40A: 11).
6. Term: Renewal. This agreement shall be effective January 1, 2005 through December 31, 2009 unless terminated by either party for any reason, in writing, at least sixty (60) days in advance of termination.
7. Price: Manner of Payment. The Borough agrees to pay the Township Fifty- Seven Thousand Five Hundred and Three Dollars (\$57,503) for 2005 plus a 2.5% increase per year through 2009. Payment for services provided for Califon are to be made February 15th, May 15th, August 15th and November 15th for 25% of annual payment. On November 30th of each contract year a detailed financial analysis of expenditures will occur. As provided in NJSA 40:8A-7(b), in the event of any dispute as to the amount to be paid under the terms of the agreement, the full amount to be paid in accordance with the schedule noted in this paragraph, shall be paid. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined, agreed to or adjudicated to be less than what was actually so paid, the Township shall promptly refund the excess.
8. Insurance: Indemnification. The Township shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance hereunder. In addition, the Township shall maintain public liability insurance with limits of not less than one million dollars (\$1,000,000). The Township's policy shall name the Borough, its officers, its employees, and agents as additional insured. The Borough agrees to add the Township as an added insured on its general liability policy for the term of this agreement. The Borough's policy shall name the Township, its officers, employees, and agents as additional insured.
9. Status of Township. The Township is performing its services under this agreement as a public entity pursuant to the Interlocal Services Act, and not as a private independent contractor. The Township, and its employees, with respect to its services and other activities pursuant to this agreement retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity

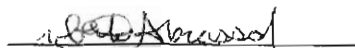
under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

10. Entire Agreement. This contract constitutes the entire agreement between the parties and shall not be modified, except in writing and signed by both parties.

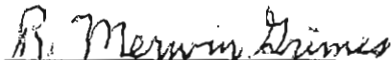
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials as of the day and year first above written.



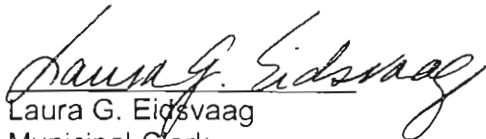
Robert Heffernan
Mayor
Township of Tewksbury



Roberta A. Brassard
Municipal Clerk
Township of Tewksbury



R. Merwin Grimes
Mayor
Borough of Califon



Laura G. Eidsvaag
Municipal Clerk
Borough of Califon

Schedule A

1. Roadway Shoulder Maintenance
2. Pothole Repair
3. Roadside Mowing
4. Drainage Maintenance
5. Catch Basin Maintenance
6. Replacement and Installation of Street & Stop Signs
7. Brush Cutback on Roadways
8. Plowing, Salting & Sanding of Roadways & Municipal Building Parking Lot. Salting & Sanding the Fire Company and Rescue Squad Parking Areas
9. Sweeping of Roadways
10. Inclusion in the Chip & Seal Program
11. Sanding & Salting of School Parking Lot (No Plowing)
12. Emergency Road Clearance of Downed Trees with Final Clean Up of Storm Damage Completed During Following Week
13. Mowing of Park Grounds & Municipal Building Grounds