



INTERLOCAL SERVICES AGREEMENT

BETWEEN

THE TOWNSHIP OF MIDDLE

AND

MIDDLE TOWNSHIP BOARD OF EDUCATION

SOLID WASTE AND RECYCLABLES COLLECTION

**January 1, 2010
TO
DECEMBER 31, 2014**

**PURSUANT TO THE PROVISIONS
OF
N.J.S.A. 40:8A-1 ET SEQ.**

**INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF MIDDLE
AND
MIDDLE TOWNSHIP BOARD OF EDUCATION**

This Agreement is dated as of the date set forth below by and between the Township of Middle Board of Education (the "Board") and the Township of Middle (the "Township").

Pursuant to the New Jersey Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the Board and the Township as "local units" defined therein, are empowered to contract for the provision of services on behalf of one party which the other party providing such services is otherwise empowered to render within its own jurisdiction. The Township has entered into a contract for services with Blue Diamond Disposal, for removal of solid waste and recyclable materials. As a courtesy to the Board and pursuant to this Agreement, the Township's contract also requires that Blue Diamond Disposal also pick up solid waste and recyclable materials from the Board's various facilities and schools. To compensate the Township for the expense associated with contracting for these services, the Board shall pay the Township as indicated below. To the extent that this Agreement states that the Township is to provide certain services, it is agreed and understood that the services are in fact to be provided by Blue Diamond Disposal and not any Township employees. It is otherwise the intent of the parties through this Agreement to establish the terms and conditions under which such services, and the delineation of the parties' respective responsibilities in connection with such services.

The Township of Middle shall provide these services through its contractor to the Board from January 1, 2010 until December 31, 2014. If for any reason the Township is no longer contracted with Blue Diamond Disposal, then this Agreement shall be terminated.

SCOPE OF SERVICE

The Township of Middle shall provide solid waste and recycling collection through its contractor for the above referenced period of time and per the specifications for collection from the following Board property locations, which were incorporated into the Township's Collection, Hauling and Disposal Services Contract. Those specifications are as follows:

BOARD OF EDUCATION PROPERTY LOCATIONS

Elementary No. 1	21 South Main Street
Elementary No. 2	101 West Pacific Avenue
Elementary No. 3	214 S Main Street
Elementary No. 4	300 E Pacific Avenue
High School	212 Bayberry Drive
Bus Garage	Sayre Road

Collections will be made five (5) days per week September through June and twice per week in July and August. Collections on Friday are to be made as late in the day as possible, or early Saturday morning, so that no refuse is left over the weekend.

Collections at the High School are to be made before 7:00 AM or after 3:00 PM, September through June. They can be made anytime during July or August.

One (1) four (4) cubic yard container with provision for locking will be supplied at each location for the collection and disposal of refuse generated by the facilities. There shall be one (1) such four (4) cubic yard container at each facility. Any additional containers or additional collections will result in an increased payment from the Board to the Township based on the costs for additional containers and estimated tonnage collected.

*A SMALLER CONTAINER CAN BE LOCATED AT the Bus Garage and only two (2) COLLECTIONS PER WEEK, July through June.

PAYMENT SCHEDULE

Both parties have agreed that the Board will pay the Township the sum of \$29,999 in 2010. Thereafter, for the years 2011, 2012, 2013 and 2014, the Board will pay the Township a sum of \$29,999 plus any proportional increase in tipping fees imposed by the CMCMA, and compounded annually. For instance, if in 2011 the tipping fees increase 5%, the payment will increase 5%. [$\$29,999 + (\$29,999 \times .05) = \$31,499$]. If in 2012 the tipping fees increase another 5%, the payment will increase 5% of the 2011 payment [$\$31,499 + (\$31,499 \times .05) = \$33,074$].

All payments shall be delivered to the Township Treasurer on a semi-annual basis, in the amounts and on the dates listed below:

- 1, Half the annual payment due on or before June 30th of each year.
2. Half of the annual payment due on or before December 20th of each year.

The Board also agrees unconditionally to hold harmless and indemnify Township from and against any and all claims, loss, liability, cost, payment and expense, including reasonable attorney's fees, arising or occasioned in whole or in part from any act or omission on the part of the Board or the Board's agents, employees, guests, licensees, invitees, subtenants, contractors, subcontractors, assignees or successors or for any cause or reason whatsoever arising out of or by reason of the Township or Township's contractor's performance of these services for the Board and on the Board's premises and at its facilities, including but not limited to the condition of any of the Board's facilities.

MIDDLE TOWNSHIP BOARD OF EDUCATION

By:

Calvin Back, President

ATTEST:

Cherie Ludy, Administrator

(Seal)

Dated:

TOWNSHIP OF MIDDLE

By:

F. Nathan Doughty, Mayor

ATTEST:

Kimberly Tomkinson , Township Clerk

(Seal)

Dated: