

**INTERLOCAL SERVICES AGREEMENT BY AND BETWEEN  
THE CITY OF RAHWAY AND THE CITY OF LINDEN  
FOR THE PROVISION OF WOOD WASTE RECYCLING AND DISPOSAL  
FOR THE YEAR 2008-2010**

**THIS INTERLOCAL SERVICES AGREEMENT**, made this 28<sup>th</sup> day of October, 2008 (the "Agreement") by and between the City of Rahway, in the County of Union, a municipal corporation of the State of New Jersey with offices located at 1 City Hall Plaza, Rahway, New Jersey 07065 (the "City") and the City of Linden, a municipal corporation of the State of New Jersey with offices located at 301 North Wood Avenue, Linden, New Jersey 07036.

**WITNESSETH:**

**WHEREAS**, the City of Linden has established a wood recycling collection area within the Department of Public Works; and

**WHEREAS**, the City of Linden has the ability to provide recycling of wood, branches and stumps; and

**WHEREAS**, the City of Linden has the ability to provide the services of properly trained personnel as necessary to aid in the handling of this material; and

**WHEREAS**, the City of Linden and the City of Rahway have both respectively passed resolutions authorizing an Interlocal Services Agreement for the provision of wood waste recycling and disposal; and

**WHEREAS**, the City of Linden has proposed and the City of Rahway has accepted the ability to deliver wood waste from within the territorial jurisdiction of the City of Rahway at a cost to the City of Rahway of \$16.00 per ton delivered from March 2008 through October, 2008, and \$18.00 per ton from November 1, 2008 through February 28, 2010 or until such time as the quarantine is lifted by the Department of Agriculture for the eradication of the Asian Longhorn Beetle, with all tipping fees generated from this service payable by the City of Rahway to the City of Linden; and

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

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

## ARTICLE I

### SCOPE

Section 1.01. Duties of the City of Linden. The City of Linden shall provide the services of properly trained personnel as necessary to aid in the proper recycling and disposal of wood waste generated from within the City of Rahway for the period of March 1, 2008 thru February 28, 2010, or until such time as the United States Department of Agriculture lifts the quarantine for the eradication of the Asian Longhorn Beetle.

Section 1.02. Duties of the City of Rahway. The City of Rahway shall pay the City of Linden the sum of \$16.00 per ton delivered from March 2008 through October, 2008, and \$18.00 per ton from November 1, 2008 through February 28, 2010, with the rate per ton subject to change at the discretion of the City of Linden, for all wood waste delivered to the City of Linden's facility. The City of Rahway agrees that this rate is subject to quarterly adjustments based on increases in maintenance and/or fuel costs.

Section 1.03. Materials Collected. The City of Rahway will be responsible for the delivery of wood waste such as branches, lots and stumps that are free from all dirt and debris. Wood waste will be delivered in municipal vehicles designated by the City of Rahway and weighed in and out of the City of Linden with weight tickets issued to the City of Rahway for all loads delivered.

## 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 of 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

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 of Linden and City of Rahway 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 of Linden and the City of Rahway 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:

By Jean D. Kuc  
Jean D. Kuc, Municipal Clerk

**CITY OF RAHWAY**

By James J. Kennedy  
James J. Kennedy, Mayor

[SEAL]

ATTEST:

By Joseph C. Bodek  
Joseph C. Bodek, City Clerk

**CITY OF LINDEN**

By Richard J. Gerbounka  
Richard J. Gerbounka, Mayor

[SEAL]

**RESOLUTION**

**WHEREAS**, the City of Linden and the City of Rahway entered into an Interlocal Services Agreement on January 25, 2006 for wood waste recycling and disposal, which Agreement commenced February 1, 2006 and terminated February 29, 2008; and

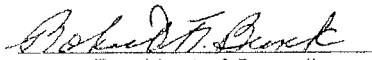
**WHEREAS**, the City of Linden is desirous of re-entering into an Interlocal Services Agreement with the City of Rahway to dispose of their tree debris by sharing the maintenance and fuel costs to the Beast Horizontal Recycling Machine; and

**WHEREAS**, said Agreement shall be for the term of March 1, 2008 through February 28, 2010, which effective November 1, 2008 the amount to change from \$16.00 per ton to \$18.00 per ton, with the rate per ton subject to change at the discretion of the City of Linden;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LINDEN** as follows:

1. Approval is hereby given for the City to re-enter into an Interlocal Services Agreement with the City of Rahway, commencing March 1, 2008 and terminating February 28, 2010, as aforesaid.
2. The Mayor and City Clerk are hereby authorized and directed to execute an Interlocal Agreement with the City of Rahway, upon the approval of same by the Law Department, and the adoption of a Resolution of the City of Rahway approving same.
3. This Resolution shall take effect pursuant to law.

PASSED:                    October 28, 2008

  
\_\_\_\_\_  
President of Council

APPROVED:                October 29, 2008

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk  
ralbinterlocalraahway

CC: Law  
Treasury  
DPW

**RESOLUTION**  
**CITY OF RAHWAY, NEW JERSEY**

No. AR-271-08

Date of Adoption December 8, 2008

**A RESOLUTION AUTHORIZING THE CITY OF RAHWAY TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF LINDEN FOR RECYCLING AND DISPOSAL OF  
WOOD WASTE**

Factual Contents Certified to by \_\_\_\_\_

**WHEREAS,** N.J.S.A. 40:8A-1 et seq. specifically authorizes a local governmental unit to enter into a contract with another local unit for a joint service project which either party is empowered to render within its own jurisdiction; and

**WHEREAS,** the City of Linden desires to enter into an agreement with the City of Rahway for the recycling and composting of wood waste whereby the City of Rahway will pay to the City of Linden \$16.00 per ton delivered from March 28, 2008 through October, 2008 and \$18.00 per ton from November 1, 2008 through February 28, 2010 or until such time as the quarantine is lifted by the Department of Agriculture for the eradication of the Asian Longhorn Beetle; and

**IT IS HEREBY RESOLVED** by the Mayor and the Municipal Council of the City of Rahway that the Mayor and City Clerk be and hereby are directed and authorized to enter into an Interlocal Services Agreement with the City of Linden for the recycling and composting of wood waste; and that


**BE IT FURTHER RESOLVED** that a duly executed copy of this Resolution be forwarded to the Clerk of the City of Linden; and

**BE IF FURTHER RESOLVED** that this Resolution shall be published and take effect pursuant to law.

Attached hereto is the certification of the Chief Financial Officer of the City of Rahway, which states that there are legally appropriated sufficient funds within the Current Fund, Account No. 01-201-26-300, to cover the cost of this contract.

This certification is required on all contracts as per regulations of the Director of Local Government Services.

Certified to be a true copy of a resolution adopted by the Municipal Council of the City of Rahway at the Regular Meeting held on 12/8/08

  
\_\_\_\_\_  
City Clerk

M- Brown

S - Scaturo

YES: Baker, Brown, Janusz, Mione, Saliga,  
Scaturo, Wenson Maier, Steinman

ABSENT: Rachlin