

R10-113
AN INTERLOCAL SERVICES AGREEMENT BY AND
BETWEEN THE TOWNSHIP OF CHERRY HILL AND THE
BOROUGH OF MERCHANTVILLE RELATIVE TO THE
DISPOSAL OF LEAVES BY TOWNSHIP FOR THE
BOROUGH OF MERCHANTVILLE

THIS AGREEMENT, made this _____ day of _____, 2010, by and between **CHERRY HILL TOWNSHIP**, a municipal corporation of the State of New Jersey, with offices located at 820 Mercer Street, Cherry Hill, NJ 08002 (hereinafter “**TOWNSHIP**”), and the **BOROUGH OF MERCHANTVILLE**, a municipal corporation of the State of New Jersey, with offices located at 1 West Maple Avenue, Merchantville, NJ 08109 (hereinafter “**MERCHANTVILLE**”).

W I T N E S S E T H:

WHEREAS, the **MERCHANTVILLE** is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the **TOWNSHIP** is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, N.J.S.A. 40:A:65-1, et seq., the “Uniformed Shared Services and Consolidation Act,” permits a municipality to enter into a contract with another municipality within its jurisdiction for any service which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, **MERCHANTVILLE** has determined that it will be cost effective and efficient and less costly to the residents of **MERCHANTVILLE** for the **TOWNSHIP** to dispose of its leaves; and

WHEREAS, the TOWNSHIP has determined that it has the capability to provide said service; and

WHEREAS, MERCHANTVILLE and TOWNSHIP intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils attached hereto and made a part of this Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This Agreement shall be for a period of five (5) years commencing on January 1 of the date preceding the execution of this Agreement, and shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

2. **DISPOSAL OF LEAVES**

The TOWNSHIP will allow MERCHANTVILLE to dispose of municipally collected leaves at the TOWNSHIP'S compost facility / recycling (facility ID #0409000210) on Kresson Road. Collected leaves will be composted or transferred to another approved recycling facility or an exempt farm location as determined by the TOWNSHIP.

3. **ALLOCATION OF PAYMENTS**

MERCHANTVILLE will pay to TOWNSHIP \$2.00 per cubic yard. The TOWNSHIP shall provide to MERCHANTVILLE a detailed invoice of the cost and MERCHANTVILLE shall make the necessary arrangements to remit payment to the TOWNSHIP within thirty (30) days following

receipt of said invoice. The Township will add a \$75.00 fee to each invoice to offset costs of facility management and administration.

4. AUDIT

Pursuant to the Single Audit Act of 1984, TOWNSHIP agrees to permit MERCHANTVILLE and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

5. INDEMNIFICATION

MERCHANTVILLE shall indemnify, hold harmless and defend TOWNSHIP, its elected officials, employees, officers and agents from and against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

TOWNSHIP shall indemnify, hold harmless and defend MERCHANTVILLE, its elected officials, employees, officers and agents from and against all liability, claims, suits, losses, damages, costs and demands on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

6. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested, for the TOWNSHIP to the Township Clerk, Township of Cherry Hill, 820 Mercer Street, Cherry Hill, NJ 08002, and for the MERCHANTVILLE to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, NJ 08109.

7. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey law and shall, therefore, be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without TOWNSHIP's prior written permission.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

I. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE TOWNSHIP OF CHERRY HILL

BY: _____
MAYOR

ATTEST:

TOWNSHIP CLERK

I, _____, Township Clerk for the Township of Cherry Hill, do hereby certify the foregoing to be a true and correct copy of the Interlocal Services Agreement adopted by Resolution of the Township of Cherry Hill at a meeting of said Township of Cherry Hill on _____, 2010, and that said Interlocal Services Agreement was adopted by Resolution which passed by a majority vote of the Township Council of the Township of Cherry Hill.

TOWNSHIP CLERK

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE BOROUGH OF MERCHANTVILLE

BY: _____
FRANK M. NORTH, MAYOR

ATTEST:

BOROUGH CLERK

I, Denise L. Brouse, Borough Clerk for the Borough of Merchantville, do hereby certify the foregoing to be a true and correct copy of the Interlocal Services Agreement adopted by Resolution of the Borough of Merchantville at a meeting of said Borough of Merchantville on _____, 2010, and that said Interlocal Services Agreement was adopted by Resolution which passed by a majority vote of the Borough Council of the Borough of Merchantville.

BOROUGH CLERK