

INTERLOCAL SERVICE AGREEMENT
By and Between

UPPER PITTSBGROVE TOWNSHIP
and
THE BOROUGH OF ELMER

THIS INTERLOCAL SERVICE AGREEMENT, entered this 11th day of December, 2012, by and between the Township of Upper Pittsgrove "Township", which has a mailing address of 431 Route 77, Elmer, New Jersey 08318 and the Borough of Elmer, which has a mailing address of 120 South Main Street, P. O. Box 882, Elmer, New Jersey 08318 "Borough".

BACKGROUND

WHEREAS, the Township and Borough have elected to enter into an interlocal agreement whereby the Township shall provide to the Borough certain public works services; and

WHEREAS, the Township and Borough have adopted the appropriate resolutions authorizing the entry of the interlocal agreement;

AGREEMENT

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

1. The Township shall provide the following services to the Borough:
 - A. Removal of snow from the Borough's streets; Borough Hall sidewalks; and other designated sidewalk areas.
 - B. The snow removal shall be scheduled when requested by a designated Borough official. Said request shall be made to Barry Foote at (856) 358-0466.
 - C. The request to remove the snow may be made in anticipation of a snow storm and/or after the snow storm has begun.
 - D. If made prior to the snow storm, the Township shall schedule the removal

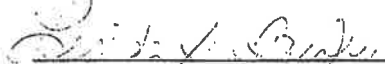
delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this agreement, or to that party's attorney.

6. This agreement to be effective January 1, 2013 through December 31, 2013 and is the entire agreement between the Borough and Township. This agreement replaces and cancels any previous agreements between Borough and Township. This agreement can only be changed by an agreement in writing signed by both Borough and Township.

7. Either party may terminate this agreement upon 30 days written notice.

8. This agreement is binding upon all parties who sign and who succeed to their rights and responsibilities.

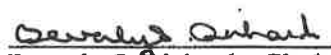
Attest:


Linda S. Buzby, Clerk

TOWNSHIP OF UPPER PITTS GROVE


Jack R. Cimprich, Mayor

BOROUGH OF ELMER


Beverly S. Richards, Clerk


Joseph P. Stemberger, Mayor

of snow from the Borough roads in accordance with the same schedule that it initiates, i.e., snow will be removed as deemed periodically prudent.

- E. The Township shall patch Borough streets when requested by a designated Borough official.
- F. The Township shall salt the Borough streets when requested by the designated Borough official either before or after an incident requiring salting. The Borough shall discuss with the Township the quantity of salt it deems prudent to keep in inventory and shall reimburse the Township the costs thereof.
- G. The designated Borough official may request the Township to remove brush, trees, limbs, etc. along the Borough streets within sight triangle easements so as to permit appropriate visibility and traffic flow.
- H. Lawn mowing at designated areas.
- I. Perform light general maintenance when requested.

2. The Township and Borough shall coordinate through the Joint Insurance Fund (JIF) any increase in premium that may result from the work being performed by the Township with the expressed understanding that the Borough has the right to direct the work performed by the Township, subject to the Township working same into its schedule and with the expressed understanding the Township doesn't intend to hire any additional employees.

The Borough shall reimburse the Township the increased insurance premium, if any, incurred by entering this Agreement.

3. It is the intent of the parties that the Borough will control the aforementioned discretionary work and shall be responsible for any claims arising from the Township's performance thereof.

4. The Township shall be reimbursed upon submission of a voucher setting forth the charge for said services which shall be based upon time and material as set forth on Exhibit A.

5. All notices under this agreement must be in writing. The notices must be

EXHIBIT "A"

<u>SERVICE PROVIDED</u>	<u>HOURLY RATE</u>
Salt Spreader	\$130.00
Snow Plow Truck - 10 Ft. Blade	\$140.00
Snow Plow Truck - 8 Ft. Blade	\$125.00
Back Hoe	\$155.00
Brush Chipper	\$185.00
F-350 Support Truck	\$ 55.00
Lawn Service Per Mowing	\$350.00
Weed Control at Water Tower as needed	\$ 35.00
Mowing along Stream at Well Site Monthly	\$ 40.00
Mowing grass Old Railroad as ordered	\$ 45.00
Maintenance/Clerical Rate	\$ 40.00
Boro Hall Sidewalks Snow Removal	Time and Material *
Pot Hole Repair	Time and Material *

MATERIALS *

Bituminous Patch will be bought for Elmer at \$100.00 per ton and stored at D.P.W. Yard

Road Salt will be bought for Elmer at \$67.47 per ton and stored at D.P.W. Yard

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- of snow from the Borough roads in accordance with the same schedule that it initiates, i.e., snow will be removed as deemed periodically prudent.
- E. The Township shall patch Borough streets when requested by a designated