

RESOLUTION

WHEREAS, the Township of Woodbridge is desirous of renewing an Interlocal Services Agreement with the Borough of South Plainfield (the "Borough") for the provision of an industrial wastewater sampling program; and

WHEREAS, the Borough of South Plainfield has a need for these services and it would serve the best interest of each of the communities to enter this agreement; and

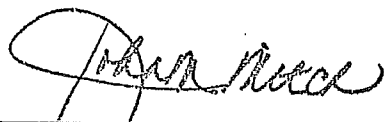
WHEREAS, Woodbridge Township has the personnel to accommodate the Borough's needs and is willing to provide such services;

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF WOODBRIDGE as follows:

1. Pursuant to the authority provided by the Municipal Interlocal Services Act, N.J.S.A. 40:8A-1 et seq., the Township of Woodbridge deems it to be in the public interest to enter into an Interlocal Services Agreement with the Borough of South Plainfield for the provision of an industrial wastewater sampling program.
2. The Mayor and the Municipal Clerk of the Township of Woodbridge are authorized and directed to execute and attest, respectively, on behalf of the Township of Woodbridge, that certain Interlocal Services Agreement providing for said services to the Borough.
3. The term of the aforesaid agreement authorized hereunder shall be for the period of two (2) years commencing January 1, 2012 and terminating December 31, 2013.
4. The aforesaid agreement shall provide for Woodbridge Township to supply all manpower, materials and equipment for industrial wastewater sampling and analysis. It shall be set forth that the total cost for said services shall not exceed \$75.00 per sample. The agreement shall be in a form substantially similar to that annexed hereto.
5. This Resolution shall take effect immediately upon adoption and publication according to law.

ADOPTED: JAN 17 2012

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of the Township of Woodbridge at their Regular Meeting held on
JAN 17 2012



 JOHN M. MITCH, RMC, CMC, CMR
 MUNICIPAL CLERK

**INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF
WOODBIDGE AND THE BOROUGH OF SOUTH PLAINFIELD**

THIS AGREEMENT made this 1st day of January, 2012, between the **TOWNSHIP OF WOODBRIDGE**, a municipal corporation of the State of New Jersey located at 1 Main Street, Woodbridge, New Jersey 07095, hereinafter referred to as "Woodbridge" and the **BOROUGH OF SOUTH PLAINFIELD**, a municipal corporation of the State of New Jersey located at 2480 Plainfield Avenue, South Plainfield, New Jersey 07080, hereinafter referred to as "South Plainfield".

WHEREAS, South Plainfield has a need for an industrial sampling program including grab sampling and analysis for its wastewater department; and

WHEREAS, Woodbridge has the necessary facilities and equipment to provide such services on behalf of South Plainfield; and

WHEREAS, each of the respective parties have determined that the provision of such services are fair and equitable and will serve the best interest of each of the respective communities; and

WHEREAS, both Woodbridge and South Plainfield are desirous of entering into an Agreement with respect to the provision of such services under the parameters of the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq.

NOW, THEREFORE, in consideration of the mutual and joint obligations set forth herein and other valuable consideration, Woodbridge and South Plainfield do hereby mutually agree as follows:

1. Woodbridge shall provide all manpower, materials and equipment for industrial wastewater sampling and analysis. South Plainfield shall pay Woodbridge for said services at the rate of \$75.00 per sample.

2. It is estimated that approximately 20 industrial facilities will be sampled and tested monthly. Pursuant to the requirements of N.J.S.A. 40:8A-6(a)(3), the parties estimate the cost of the services that are the subject of this Agreement to be approximately \$18,000.00 per year.

3. Payments under this Agreement shall be made by South Plainfield to Woodbridge within thirty (30) days of South Plainfield's receipt of an invoice from Woodbridge.

4. The term of this Agreement shall be for a period of two (2) years commencing January 1, 2012 and terminating December 31, 2013.

5. South Plainfield assumes full and complete responsibility for any injury to person(s) or property which results from the services to be rendered by Woodbridge to South Plainfield, except for such injuries that are caused solely by the negligence of Woodbridge or its employees.

6. South Plainfield agrees to indemnify and hold Woodbridge harmless from and against any and all losses, claims, damages and suits for damages to property and/or injury to and/or death to persons caused or resulting from the services to be rendered by Woodbridge to South Plainfield, except for such damages and/or injuries that are caused solely by the negligence of Woodbridge or its employees.

7. As provided for in N.J.S.A. 40:8A-4, this Agreement shall take effect upon the adoption of an approving resolution by Woodbridge and approving resolution by South Plainfield. Upon proper execution and attestation of this Agreement, the proper officials of each of the municipalities are hereby authorized and directed to make and perform any and all acts necessary to carry out the purposes of this Agreement.

8. This Agreement is the entire Agreement between the parties, and no alterations, changes or additions hereto shall be made except in writing and approved by both parties of this Agreement.


IN WITNESS WHEREOF, Woodbridge and South Plainfield shall cause this Agreement to be executed by their proper corporate officials and their proper corporate seals affixed this day and year above written.

ATTEST:

TOWNSHIP OF WOODBRIDGE



John M. Mitch, Municipal Clerk

By: 

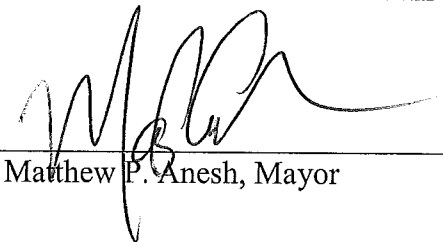
John E. McCormac, Mayor

ATTEST:

BOROUGH OF SOUTH PLAINFIELD



JoAnn L. Graf, Municipal Clerk

By: 

Matthew P. Anesh, Mayor