

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2016-294

Council Meeting Date: 09-12-2016

Date Adopted: 09-12-2016

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE  
BOROUGH OF NEW PROVIDENCE AND THE COUNTY OF UNION  
REGARDING CONSERVATION CENTER LEAF DISPOSAL

Councilperson Kapner submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey, that they do hereby approve and authorize the attached agreement between the Borough of New Providence and the County of Union in regard to the Conservation Center and leaf disposal.

BE IT FURTHER RESOLVED they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 12<sup>th</sup> day of September, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 12<sup>th</sup> day of September, 2016.

Wendi B. Barry, Borough Clerk



# COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

*Joseph A. Graziano Sr., Director*

August 24, 2016

Wendi B. Barry, Borough Clerk  
Borough of New Providence  
Municipal Center  
360 Elkwood Avenue  
New Providence, NJ 07974

**BOARD OF  
CHOSEN FREEHOLDERS**

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*County Manager*

**ROBERT E. BARRY, ESQ.**  
*County Counsel*

**JAMES E. PELLETTIERE, RMC**  
*Clerk of the Board*

**JOSEPH J. POLICAY, JR.**  
CPWM  
*Division Director*

Re: Leaf Composting Facility

Dear Ms. Barry:

Attached you will find a Memorandum of Understanding and a Hold Harmless Agreement containing regulations of the Conservation Center.

Please advise, no later than October 15, 2016, as to whether or not your municipality will be participating in leaf disposal at our facility. **If you wish to participate, please sign and return the Hold Harmless Agreement as soon as possible.**

**Leaf disposal invoices (for the total cubic yards of leaves disposed of at our facility) will be forwarded to all municipalities April, 2017 for the period April 1, 2016 – March 31, 2017.**

All drivers (municipal as well as contractors municipally hired) will be required to submit a leaf slip upon entering the conservation center. If your municipality will participate in the leaf disposal program, please be sure to pick up your leaf slips prior to starting your leaf pick up operation. These slips are available at our compost facility trailer located at the entrance of the conservation center between the hours of 7:00 am – 3:00 pm. Should you have any questions regarding leaf disposal, please contact Public Works at (908) 789-3660.

Sincerely,

*Joseph J. Policay, Jr.*

Joseph J. Policay, Jr., Director, CPWM  
Division of Public Works  
JJP/cm

cc: Joseph A. Graziano, Sr., CPWM  
James Kelly, Bureau Chief/Shade Tree & Conservation

**DIVISION OF PUBLIC WORKS**

2371 South Avenue

Scotch Plains, NJ 07076

(908)789-3660

fax(908)789-3227

www.ucnj.org

***We're Connected to You!***

HOLD HARMLESS AGREEMENT

The Borough of New Providence shall defend, indemnify and hold harmless the COUNTY OF UNION, its agents, servants and administrators from and against any and all claims or actions at law, whether for personal injury, property damage or liability, including any costs of defense incurred by the County of Union and any payments, recoveries and judgments against the County of Union, which arise from any acts or omissions of the Borough of New Providence, its agents volunteers, representatives or employees arising out of or in any manner related to the work and/or duties to be performed under the attached Memorandum of Understanding. Costs shall be deemed to include, but not limited to, reasonable attorney's fees, filing expenses, expert witness fees, reproduction costs, and long distance travel and phone expenses in connection with the defense and shall bear the prevailing interest rate, where applicable.

The Borough of New Providence shall defend claims or suits arising from any acts or omissions of the Borough of New Providence its agents, volunteers, representatives or employees under the aforementioned project without expense to the County of Union, its agents, servants or administrators.

\_\_\_\_\_  
**Print Name:**  
**Title: Mayor**

DATE: \_\_\_\_\_

Witness: \_\_\_\_\_  
**Municipal Clerk**

DATE: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

The County of Union will administer and oversee the Conservation Center for the purpose of composting leaves for participating municipalities. It is the intention of the County that this facility will be a continuing project for years to come.

1. The current 2016 rate is established as follows:

**\$2.00 PER YARD – LOOSE**

**\$4.00 PER YARD – COMPACTED**

2. The Municipalities agree to deliver their leaves to the Conservation Center at their cost during the hours specified. Current hours for acceptance of leaves are as follows:

Monday - Friday (**November 1<sup>st</sup> – March 1<sup>st</sup>**) 7:00 A.M. To 3:00 P.M.

Saturdays (**November 1<sup>st</sup> – March 1<sup>st</sup>**) **Upon Request from Municipality**

No vehicles will be allowed on the premises after 3:00 P.M.

3. Municipalities may use biodegradable paper bags only; plastic bags will not be accepted.
4. Municipalities agree to use State and County roadways wherever possible for transporting leaves thus avoiding the use of Springfield Township's Municipal Roads.
5. Grass clippings, wood chips, brush and small tree parts **WILL NOT** be accepted due to space limitations. Foreign matter such as cans, paper, contaminated materials or any other debris **WILL NOT** be accepted. Trucks will be inspected upon arrival and upon dumping. If anything other than leaves is found in the load we will turn trucks away or reload them.
6. Municipalities agree to follow directions and adhere to the regulations governing the operation of the Conservation Center.
7. The Municipality will be required to sign the attached Hold Harmless Agreement holding the County harmless (See Attached).