

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2017-233

Council Meeting Date: 09-11-2017

Date Adopted: 09-11-2017

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

Councilperson Galluccio submitted the following resolution, which was duly seconded
by Councilperson Madden.

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 11th day of September, 2017.

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 11th day of September, 2017.

Wendi B. Barry, Borough Clerk

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 2017 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 1st – March 1st**) 7:00 A.M. To 3:00 P.M.

Saturdays (**November 1st – March 1st**) **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).

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: _____