

**INTERAGENCY SERVICES AGREEMENT BY AND BETWEEN THE PASSAIC VALLEY
SEWERAGE COMMISSION AND TOWNSHIP OF WEST ORANGE {MUNICIPALITY}
RELATIVE TO THE PROVISION OF SERVICES RELATED TO GREEN
INFRASTRUCTURE PLANNING**

THIS INTERAGENCY SERVICES AGREEMENT is made this _____ day of _____, 2014, by and between the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public corporation of the State of New Jersey, with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 ("PVSC"), and **{Township of West OrangeMUNICIPALITY}**, with offices located at **{ADDRESS66 Main Street}** ("West OrangeMUNICIPALITY").

WITNESSETH:

WHEREAS, PVSC serves 48 municipalities in New Jersey and desires to assist these communities in protecting water quality and quality of life for residents by intercepting storm-water runoff, reducing combined sewer overflows, managing existing water infrastructure, and minimizing frequent flood events; and

WHEREAS, PVSC has partnered with the Rutgers Cooperative Extension Water Resources Program (RUTGERS) to provide expertise in planning for green infrastructure to address these issues; and

WHEREAS, PVSC and RUTGERS desire to provide guidance and direction to the Township of **MUNICIPALITY** West Orange regarding the benefits and opportunities of implementing green infrastructure practices; and

WHEREAS, RUTGERS will prepare and provide the Township of **MUNICIPALITY** West Orange a "Green Infrastructure Assessment" outlining needs and opportunities for green infrastructure strategies and identifying a series of green infrastructure demonstration projects within the Township of **MUNICIPALITY** West Orange that can be cost-effectively completed to intercept storm-water runoff, reduce combined sewer overflows, manage existing water infrastructure, and minimize frequent flood events; and

WHEREAS, PVSC and the Township of **MUNICIPALITY** West Orange have duly authorized RUTGERS to complete this work in the Township of **MUNICIPALITY** West Orange; and

WHEREAS, PVSC and the Township of **MUNICIPALITY** West Orange have each duly authorized their respective proper officials to enter into and execute this Interagency Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed between the parties as follows:

ARTICLE I

Section 1.01. Duties of PVSC. PVSC shall generally be responsible for directing and authorizing RUTGERS to complete a “Green Infrastructure Assessment” for the Township of MUNICIPALITY West Orange. PVSC shall be responsible for costs incurred by RUTGERS for completion of the assessment.

Section 1.02. Duties of the Township of MUNICIPALITY West Orange. The Township of MUNICIPALITY West Orange shall generally be responsible for meeting with RUTGERS and participate in the green infrastructure assessment process, provide available data and resources specific to the community, and review and approve the final Green Infrastructure Assessment. Specifically, MUNICIPALITY the Township of West Orange shall be responsible for implementing two (2) demonstration projects and/or programs recommended in the final Green Infrastructure Plan within 24 months of completion of the assessment by RUTGERS.

Should the MUNICIPALITY not complete two (2) demonstration projects and/or programs within 24 months after completion of the Green Infrastructure Assessment by RUTGERS, and provided that the MUNICIPALITY has not performed a good faith effort towards implementing two (2) demonstration projects, then the MUNICIPALITY shall reimburse PVSC for the cost of the Green Infrastructure Assessment completed by RUTGERS.

Section 1.03. Indemnification. MUNICIPALITY The Township of West Orange shall, at all times, indemnify and keep indemnified PVSC, its employees, agents, successors and assigns and hold and save them harmless from and against any and all liability for damages, loss, costs, charges and expenses of whatever kind or nature, including but not limited to, court costs, reasonable attorney’s fees and reasonable expert fees, for all claims for which PVSC, its employees, agents, successors, and assigns shall or may at any time sustain or incur by reason of or in consequence of, any negligence or any wrongful act or omission, whether intentional or unintentional, of MUNICIPALITY the Township of West Orange , its agents, employees, successors or assigns, arising out of this Agreement, and will pay over, reimburse and make good to PVSC, its employees, agents, successor or assigns, all money, including, but not limited to, court costs and reasonable attorney’s fees, which PVSC, its employees, agents, successors or assigns shall pay, or cause to be paid or become liable to pay by reason or in consequence of any negligence or any wrongful act or omission, whether intentional or unintentional, of the Town, its agents, employees, successors or assigns, arising out of this Agreement, or in connection with any litigation, investigation or other matters connected therewith.

Section 1.04. Term of Agreement. The terms of this Agreement shall commence upon the execution of same and shall run for 24 months, at which time the Agreement shall expire. Thirty (30) days prior to the end of this agreement, MUNICIPALITY the Township of West Orange shall provide PVSC with a short report identifying the two (2) completed green infrastructure demonstration projects. All notices required hereunder shall be addressed to the other party at the address noticed above and may be served by regular mail, certified mail, personal delivery, or facsimile transmission.

ARTICLE II

Section 2.01. Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the parties with respect to the matters described herein, and (b) be modified, unless provided herein to the contrary, only by written agreement duly executed by both parties.

Section 2.02. Successors; Choice of Law. This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors, and assigns. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey, irrespective of the place of execution of the Agreement or the place or places of performance.

Section 2.03. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Agreement as so interpreted shall be enforceable in accordance with its terms.

Section 2.04. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but the several counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, PVSC and MUNICIPALITY the Township of West Orange, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Attest: PASSAIC VALLEY SEWERAGE COMMISSION

Gregory A. Tramontozzi, Esq.
Acting Clerk

By: _____
Michael DeFrancisci
Executive Director

Attest: MUNICIPALITY TOWNSHIP OF WEST ORANGE

NAME Karen J. Carnevale
TITLE Municipal Clerk

By: _____
NAME Robert D. Parisi
TITLE Mayor