



CITY OF PLAINFIELD
DEPARTMENT OF PUBLIC WORKS & URBAN DEVELOPMENT
515 WATCHUNG AVENUE
PLAINFIELD, NEW JERSEY 07060



JENNIFER WENSON MAIER
DIRECTOR

MEMORANDUM

TO: Marc Dashield, City Administrator

FROM: Jennifer Wenson Maier, Director
Department of Public Works and Urban Development

DATE: October 31, 2007

SUBJECT: **Resolution Authorizing Approval of Memorandum of Agreement (MOA) Between the City of Plainfield and the County of Union, New Jersey for Participation in Nature's Choice Corporation Operation of the Conservation Center.**

The Director's Office of the Department of Public Works and Urban Development, is requesting that subject item be placed on Council's Agenda for Monday, November 19, 2007 and approved at Council's Public meeting scheduled for Wednesday, November 21, 2007.

The County of Union will administer and Nature's Choice Corporation will operate 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 to come.

The current 2007 rules are established by Nature's Choice:

1. The current 2007 rate is established as follows:

\$1.00 PER YARD – LOOSE

\$2.00 PER YARD – COMPACTED

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2. Plainfield 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:

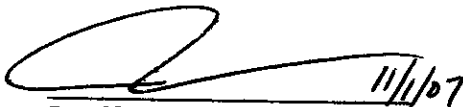
Monday – Saturday 8:30 AM TO 3:00 PM

No Vehicles will be allowed on the premises after 3:00 PM.

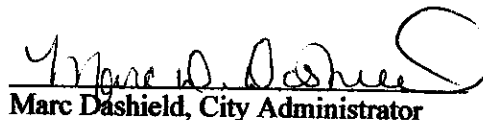
3. Municipalities agree to use State and County roadways wherever possible for transporting leaves thus avoiding the use of Springfield Township's Municipal Roads.
4. Municipalities may use paper biodegradable paper bags.
5. Grass clippings, wood chips, brush and small tree parts will not be accepted 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 n the load, we will turn trucks away or reload them.
6. Plainfield agrees to follow directions and adhere to the regulations governing the operation of the Conservation Center.
7. Plainfield will be required to sign the attached Hold Harmless Agreement holding the County harmless (See attached and made a part of this resolution.

**I HAVE REVIEWED THE
RESOLUTION AND ATTEST
TO ITS ACCURACY**

**APPROVED FOR PLACEMENT
ON COUNCIL AGENDA**



Jennifer Wenson Maier
Director, DPW & UD



Marc Dashfield, City Administrator

JWM:cl
Attachment

RESOLUTION AUTHORIZING APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) BETWEEN CITY OF PLAINFIELD AND THE COUNTY OF UNION, NEW JERSEY FOR PARTICIPATION IN NATURE'S CHOICE CORPORATION OPERATION OF THE CONSERVATION CENTER.

WHEREAS, the County of Union will administer and Natures Choice Corporation will operate the Conservation Center for the purpose of composting leaves for participating municipalities; and

WHEREAS, it is the intention of the County that the Union County Conservation Center will be a continuing project for years to come; and

WHEREAS, the City of Plainfield is desirous of participating in the aforescribed 2007 Leaf Composting Program/Project as described in the Memorandum of Understanding between the County of Union and Nature's Choice Corporation, a copy of which is attached hereto and made a part hereof, as it is in its best interest; and

WHEREAS, as a condition of participation the County of Union has required that all participating municipalities must execute a Hold Harmless Agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, execution of the aforescribed Hold Harmless Agreement is neither onerous nor unreasonable; Now, therefore, be it,

RESOLVED, that the Council of the City of Plainfield, hereby authorizes the Mayor and City Clerk to execute a Hold Harmless Agreement with the County of Union to permit the City of Plainfield to participate in the 2007 Leaf Composting Program/Project administered by the County of Union and operated by Nature's Choice Corporation at the Union County Conservation Center; be it,

FURTHER RESOLVED, that a duly executed copy of this Resolution and Agreement will be filed in the Office of the City Clerk.

Adopted by the City Council

November 21, 2007

Laddie Wyatt, City Clerk

HOLD HARMLESS AGREEMENT

The City of Plainfield 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 City of Plainfield, 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 deeded 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 City of Plainfield shall defend all claims and/or legal actions brought in any court of competent jurisdiction arising from any acts or omissions of the City of Plainfield its agents, volunteers, representatives or employees under the aforementioned project without expense to the County of Union, its agents, servants or administrators.

DATE: _____

Print Name: Sharon Robinson-Briggs
Title: Mayor

Witness: _____

DATE: _____

Laddie Wyatt
Municipal Clerk