

February 20, 2007

TOWNSHIP OF MEDFORD

RESOLUTION 48-2007

**AMENDING RESOLUTION 180-2006
REGARDING A CONTRACT WITH
MOUNT CONSTRUCTION AND IDENTIFYING
CERTAIN CONDITIONS FOR EMERGENCY SERVICES**

WHEREAS, on August 10, 2006, the Township received bids for a service contract to provide emergency work for utility repairs and rehabilitation; and

WHEREAS, Mount Construction of Berlin, New Jersey ("Contractor") was the low bidder, and was awarded, via Resolution 180-2006, the contract for a one (1) year term with four (4) one-year renewal terms; and

WHEREAS, the Township recognizes that it is in the best interest of the residents to allow the use of municipally owned lands for the storage of equipment and material to allow the Contractor a more efficient means of responding to emergency situations; and

WHEREAS, additional land is available at the public works facility at Gravelly Hollow Road; however, said facility is in the back of a residential neighborhood; and

WHEREAS, the Contractor has agreed to construct a new entrance to the public works facility so as to limit interference with the residential neighborhood when moving equipment and material in off hours to respond to said emergency situations; and

WHEREAS, use of a portion of the land at the public works facility will be further defined by conditions in a contract approved by the Township Solicitor including, indemnification by the Contractor.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Medford, that the Mayor and the Municipal Clerk are hereby authorized to enter into a contract with Mount Construction of Berlin, New Jersey to effectuate the scope of work set forth in Resolution 180-2006 and to provide for the use of a portion of the public works

facility for the storage of equipment and materials during the length of the contract, upon certain contains, and upon the approval of said contract by the Township Solicitor.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 20th day of February, 2007.


Joyce F. Frenia, Township Clerk

CONTRACT

THIS CONTRACT made on this 20th day of Feb., 2007 by and between MOUNT CONSTRUCTION CO. INC., a New Jersey Corporation with offices at 427 S. White Horse Pike, Berlin, New Jersey 08009 (hereinafter "Mount") and the TOWNSHIP OF MEDFORD, a municipal corporation, with offices at 17 N. Main Street, Medford, New Jersey 08055 (hereinafter "Township") (Collectively, Mount and Township shall hereinafter be referred to as the "Parties".)

RECITALS

WHEREAS, the Township solicited bids for an emergency services contract for utility repairs and rehabilitation and said bids were opened on August 10, 2006; and

WHEREAS, Mount was awarded the contract via Resolution 180-2006 for a term of one year with four (4) one year renewal terms; and

WHEREAS, the Parties enter into this Contract to define and determine the conditions imposed upon the Parties as follows:

1. Terms of Contract

The Parties hereby agree to be bound by the terms and conditions of the Mount's August 10, 2006 submission for the Utility Repairs and Rehabilitation bid specifications and proposal which is attached hereto as Exhibit A and incorporated herein.

This Contract shall be binding upon the parties upon the date of the signing of the last party and the date entered into upon the top of the first page of this Contract. The Contract shall run until August 31, 2007. The Contract may be renewed by the Township by providing notice and passage of a Resolution signifying the Township's intention to renew at any time within sixty (60) days prior to the expiration of the Contract. The Contract may be renewed each year for four (4) one-year terms from September 1 of the renewal year through August 31 of the following year.

2. Insurance

Mount shall provide the Township proof of Insurance including Worker's Compensation and Employer's Liability Insurance, General Liability Insurance not less than Five Million Dollars (\$5,000,000.00) bodily injury and property damage in any one occurrence. Coverage shall be with an acceptable insurance company operating on admitted basis in the State of New Jersey and shall name the Township as an additional insured. Satisfactory proof of insurance shall consist of a certificate of each insurer, insuring Mount under the contract. The certificate shall include at minimum, the name and address of the insured, the policy number(s) or type(s) of insurance enforced thereunder, the expiration date of the policy, the limits of liability of the policy, a statement that the insurance of the type afforded applies to all. The certificate must name the Township as additional insured and a statement from the insurance company that said company will not cancel the insurance without providing thirty (30) days written notice to the Township. Mount's Insurance will be primary over any other insurance policy owned by the Township during the appropriate coverage periods.

3. **Independent Contractor Status**

Mount and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the Township. It is expressly understood and agreed that Mount and its employees, contractors, subcontractors, agents and representatives shall in no event, as a result of the Contract, be entitled to any remunerative or compensatory benefit to which Township employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

Notwithstanding the foregoing, it is recognized that Mount, while operating under this Contract, will be performing a variety of services on behalf of the Township. To the extent that Mount acts on behalf of the Township, Mount should be treated as a "quasi-public official", subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities that Municipal Contractors may enjoy under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

4. **Indemnity**

Mount will hereby indemnifies and holds harmless the Township from any and all claims, suits or actions and damages or costs of every name and description to which the Township may be subjected or put by reason of injury to the person or property of another, or the real or personal property of the Township, resulting from negligent acts or omissions on the part of Mount, its agents or servants in the delivery of materials and supplies, storage of materials on Township lands, supplies and equipment, or in the performance of the work under this contract, including but not limited to, failure to maintain adequate safety zones at or near locations for the performance of the "Scope of Services" as described in Paragraph 2 or "Further Consideration" as described in Paragraph 8 of this Contract.

5. **Safety Zones**

At any time Mount is called upon to provide emergency repair services, Mount shall ensure that the roadway both during and after construction is maintained in a safe manner. Safety zones created by the use of traffic cones, signage, including electronic light boards, police traffic maintenance, etc., shall be established to protect both Mount employees and those attempting to utilize the roadway for its proper purposes. Under no circumstance shall Mount leave a roadway in a condition likely to cause injury due to unsafe conditions, including but not limited to, holes, change of grade or obstructions in the roadway.

6. **Maintenance of Valid Registration Information**

Throughout the term of this Contract and each renewal period, Mount shall maintain all proper Business Registration and Public Works Certificates as required by State law. Failure to maintain said certification may result in delay in payment and/or termination of the contract.

In accordance with P.L. 2004, Chapter 2004, no contract shall be entered into by the Township unless Mount provides a copy of its business registration in accordance with the following schedule:

(A) In response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or

(B) For all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the Township may waive this requirement if a business registration has been previously provided to the contracting agency.

(C) Further, a subcontractor shall provide a copy of its business registration to Mount who shall forward it to the Township. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides proof of valid business registration. Mount shall file all business registrations received by Mount with other procurement documents related to the contract.

Mount shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

7. **Termination of Contract for Cause**

If, through any cause, Mount fails to fulfill in timely and proper manner its contractual obligations in this project, or if Mount violates any of the warranties or stipulations of this Contract, the Township will thereupon have the right to terminate this Contract by giving ten (10) days written notice to Mount of the deficiency and right to cure same, termination and cause therefore, and specifying the effective date of such termination. In the event the Contract is terminated, Mount shall be provided thirty (30) days to remove all equipment and materials owned by Mount from the Gravelly Hollow Road Public Works Facility. Any improvements to the Public Works Facility including fencing shall become the Township's property upon installation, and remain on site. Mount shall be entitled to reimbursement for any satisfactory work completed up to the date of the event which is the cause of the termination.

8. **Termination of Contract without Cause**

This Contract may be terminated by sixty (60) days prior written notice from the Township at any time or by the Township's non-renewal of said renewal options. In the event, the Contract is terminated Mount shall be provided thirty (30) days to remove all equipment and materials owned by Mount from the Gravelly Hollow Road Public Works Facility. Any improvements to the Public Works Facility including fencing shall become the Township's property upon installation and remain on site. Mount shall be entitled to reimbursement for any satisfactory work completed up to the date of the event which is the cause of the termination.

9. **Notices**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses as set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notices as provided herein do not waive service of summons or process.

TOWNSHIP OF MEDFORD:

Joyce F. Frenia, RMC
Township of Medford
17 N. Main Street
Medford, NJ 08055

MOUNT CONSTRUCTION CO:

With a Copy to:
Richard W. Hunt, Esquire
Parker McCay P.A.
Three Greentree Centre
7001 Lincoln Drive West
P.O. Box 974
Marlton, New Jersey 08053

10. Changes or Modifications of the Contract

The Parties may from time to time during the term of the Contract make changes, or other modifications to the Contract. Such modifications shall only be made in writing and by mutual consent

11. Severability

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire Contract, but rather the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, Mount shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the Contract.

Payment to Mount is to be made within forty-five (45) days after the receipt of Mount's invoice which will include approval from the Township Manager's Office. Mount shall prepare invoices and shall submit them to the Township Manager's Office.

12. Discrimination

Mount acknowledges that it has a copy of the New Jersey Law Against Discrimination and of the Rules and Regulations thereon issued by the Division of Civil Rights, and shall fully comply therewith as applicable.

13. Affirmative Action

During the performance of this contract, Mount agrees as follows:

Mount, its contractors or subcontractors, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, Mount will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional

or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Mount agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

Mount, its contractors or subcontractors, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

Mount, its contractors or subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining Contract or other contract or understanding, a notice, to be provided by the agency contracting, officer advising the labor union or workers' representative of the contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Mount, its contractors or subcontractors, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

Mount, its contractors or subcontractors, agree to make good faith efforts to employ minority and women workers consistent with the applicable Township employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable Township employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

Mount, its contractors or subcontractors agree to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

Mount, its contractors or subcontractors agree to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, Mount, its contractors or subcontractors, agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Mount, its contractors and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27.

14. Compliance with Statutes

It is understood and agreed that should N.J.S.A. 10:2-1 et seq; N.J.S.A. 24:10-57.1 and N.J.S.A. 57.2; 34:11-56.25; N.J.S.A. 40A:11-18 or N.J.S.A. 52:33-1, together with any amendment or supplement thereto, be applicable to this contract and should said statute not be complied with, then this contract shall be voidable at the option of the Township.

15. Claims

Mount agrees to furnish the Township with evidence that all claims, either for damages, material furnished, or labor supplied, have been satisfied and paid in full.

16. Withholding Payment

Mount acknowledges that the Township may at its option withhold payment pursuant to N.J.S.A. 40A:11-1 et seq., on said work, and/or the Contract until such claims, if any, for damages that may arise in connection herewith shall have been settled and liquidated by Mount.

17. Miscellaneous

This Contract shall be governed by and construed under the laws of the State of New Jersey. Mount irrevocably agrees that, subject to Medford Township's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within the State of New Jersey, and Mount consents and submits to the jurisdiction of any local, state or federal court located within such City, Township and State.

18. Waiver

No term or provision of the Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in the Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract.

19. Assignment

Mount is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its Contract or its rights, title, obligation or interest therein to any other person, company or corporation without prior written consent and approval of the Township. If such a transfer without consent occurs, the Township may refuse to carry out its contract with either the Assignor or Assignee, and reserves all rights of action for breach of the contract.

20. **Subcontracting**

The subcontracting of scope of work identified in this Contract will not be permitted without the expressed written consent of the Township

21. **Cooperation with Township Engineers**

Mount shall fully cooperate with the Township Engineers, the Township's employees, or the employees of others as may be required by circumstances or directed by the Township

22. **Permits and Licenses**

Mount shall be responsible to apply for and obtain all necessary permits and licenses from the State of New Jersey, County of Burlington and Township of Medford unless the specifications require the Township to obtain such permits and licenses for the performance of Mount's services.

23. **Price Changes**

All prices shall be firm and not subject to increase during the period of this contract

24. **Entire Contract**

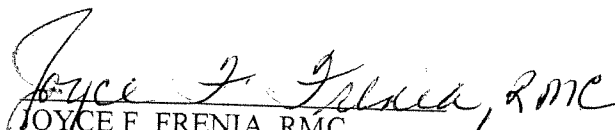
It is expressly agreed that the provisions set forth in the specifications and this Contract constitute all the understandings and Contracts between the parties. Any prior Contracts, promises, negotiations, or representations not expressly set forth here or in the specifications are of no force and effect.

25. **Signatures**

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.


ATTEST:

TOWNSHIP OF MEDFORD

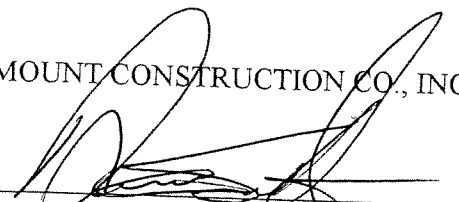

JOYCE F. FRENIA, RMC
Township Clerk

BY 
SCOTT RUDDER, MAYOR

APPROVED AS TO FORM


RICHARD W. HUNT, ESQ.
Township Solicitor

ATTEST:

MOUNT CONSTRUCTION CO., INC.

DAVID SMITH, PRESIDENT

Secretary

ADDENDUM TO CONTRACT

This **ADDENDUM TO THE CONTRACT** made as of this 20th day of Feb, 2007 (the "Effective Date") by and between **MOUNT CONSTRUCTION CO. INC.**, a New Jersey Corporation with offices at 427 S. White Horse Pike, Berlin, New Jersey 08009 (hereinafter "Mount") and the **TOWNSHIP OF MEDFORD**, a municipal corporation, with offices at 17 N. Main Street, Medford, New Jersey 08055 (hereinafter "Township") shall serve to update and modify the **CONTRACT** freely entered into by the Parties on Feb 20, 2007 to form the mutual consent of the Parties to provide for emergency repair services, additional services and to allow the storage of materials and supplies on Township property.

WITNESSETH:

RECITALS

WHEREAS, the Township and Mount entered into a Contract on Feb 20, 2007 to provide emergency services for utility repairs and rehabilitation according to the terms and conditions of the Township's bid specification and Mount's submission of August 10, 2006; and

WHEREAS, it is to the benefit of the Parties of this contract that further conditions be imposed upon the parties to ensure that the emergency services provided under this Contract be performed in an efficient manner, promoting the conservative use of municipal tax dollars; and

WHEREAS, the Parties enter into this Addendum to define and determine the additional conditions imposed upon the Parties as follows:

1. Further Consideration

It is agreed by the Parties that to expedite necessary repairs which may be necessary under this Contract, the following additional services will be provided by the Parties during the Term of this Contract:

- a. Mount will construct a new entrance drive from Gravelly Hollow Road to the Gravelly Hollow Road Public Works Facility at a location and specifications as will be mutually agreed upon by the Township Manager, Township Engineer and Mount. Said drawings and specifications will be attached hereto as Exhibit B and incorporated herein.
- b. Mount will fence the perimeter of the Gravelly Hollow Road Public Works Facility to provide greater security to the equipment and materials stored therein. Mount will install two (2) gates in the facility for use by the Township and Mount.
- c. Mount will clear the property of debris and crush existing concrete which exists on site.
- d. Mount will grade the site utilizing specifications determined by the Township Engineer.
- e. The Township will allow the use of approximately four acres of land for use by Mount for the storage of equipment and supplies. Mount may fence in acreage to protect equipment and supplies. The acreage to be utilized is demonstrated by the map attached hereto as Exhibit C and incorporated herein.
- f. If the Contract is terminated: (i) without cause by the Township; (ii) due to the failure of the Township to exercise each of the (four), one (1) year renewal terms; or (iii) the leasing of the property described in Exhibit C to a third party during the term of the Contract (each a "Termination Event"), Mount shall be entitled to receive reimbursement for the costs incurred in performing the services set forth in (a) through (d) above (the "Services"). The costs of the services set forth in (a)

through (d) above shall be reduced in value by one percent (1%) per year for each year of the Contract life. Mount shall be entitled to receive the prorated amount within thirty (30) days of such Termination Event. By way of example: If Mount had incurred \$10,000 in expenses for performing the Services and a Termination Event occurred at the commencement of the second year of the Contract, Mount would be entitled to receive \$9,990, within thirty (30) days of the Termination Event. Mount shall be required to establish a true and accurate certification of all costs incurred in performing the work identified in (a) through (d).

g. As further consideration for the use of land identified in (e), Mount shall re-grade Jackson Road on a monthly basis to the satisfaction of the Township.

2. **Severability**

If any of the provisions of the contract are invalid or unenforceable, such invalidity will not void the entire Contract, but rather the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced accordingly.

Notwithstanding the above, Mount shall not be relieved of liability to the Township for damages sustained by the Township by virtue of any breach of the Contract.

Payment to Mount is to be made within forty-five (45) days after the receipt of Mount's invoice which will include approval from the Township Manager's Office. Mount shall prepare invoices and shall submit them to the Township Manager's Office.

3. **All Other Conditions of Original Contract to Remain in Effect**

The Parties recognize and agree that all other terms and conditions of the Contract entered into by the Parties on Feb 20, 2007 shall remain in full force and effect.


4. Signatures.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:


JOYCE F. FRENIA, RMC *RMC*
Township Clerk

TOWNSHIP OF MEDFORD

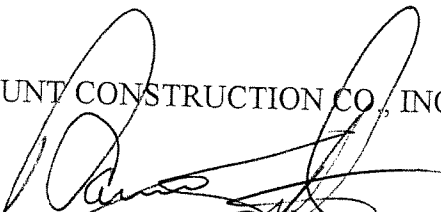
BY 
SCOTT RUDDER, MAYOR

APPROVED AS TO FORM

RICHARD W. HUNT, ESQ.
Township Solicitor

ATTEST:

Secretary

MOUNT CONSTRUCTION CO., INC.


DAVID SMITH, PRESIDENT

August 22, 2006

TOWNSHIP OF MEDFORD

RESOLUTION 180-2006

AUTHORIZING AWARD OF SERVICE CONTRACT FOR
UTILITY REPAIRS AND REHABILITATION

WHEREAS, the Township of Medford has received bids for Utility Repairs and Rehabilitation; and

WHEREAS, Mount Construction, Inc., 427 South White Horse Pike, P. O. Box 619, Berlin, NJ 08009 is the lowest responsible bidder, and

WHEREAS, the Township Manager has reviewed the bids and recommends awarding alternate bid # 2; and

WHEREAS, the contract being awarded is an open ended contract and the Township reserve the right to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9; and

WHEREAS, funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Medford, that Mount Construction, Inc., 427 South White Horse Pike, P. O. Box 619, Berlin, NJ 08009 be and is hereby awarded the contract for Utility Repair and Rehabilitation, specifically alternate bid # 2; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute any and all documents in furtherance of these bid awards.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 22nd day of August, 2006.

LAW OFFICE
Parker, McCay P.A.


Joyce F. Frania, Township Clerk

ADDENDUM TO CONTRACT

This ADDENDUM TO THE CONTRACT made as of this 20th day of Feb, 2007 (the "Effective Date") by and between MOUNT CONSTRUCTION CO. INC., a New Jersey Corporation with offices at 427 S. White Horse Pike, Berlin, New Jersey 08009 (hereinafter "Mount") and the TOWNSHIP OF MEDFORD, a municipal corporation, with offices at 17 N. Main Street, Medford, New Jersey 08055 (hereinafter "Township") shall serve to update and modify the CONTRACT freely entered into by the Parties on Feb 20, 2007 to form the mutual consent of the Parties to provide for emergency repair services, additional services and to allow the storage of materials and supplies on Township property.

WITNESSETH:

RECITALS

WHEREAS, the Township and Mount entered into a Contract on Feb 20, 2007 to provide emergency services for utility repairs and rehabilitation according to the terms and conditions of the Township's bid specification and Mount's submission of August 10, 2006; and

WHEREAS, it is to the benefit of the Parties of this contract that further conditions be imposed upon the parties to ensure that the emergency services provided under this Contract be performed in an efficient manner, promoting the conservative use of municipal tax dollars; and

WHEREAS, the Parties enter into this Addendum to define and determine the additional conditions imposed upon the Parties as follows:

1. Further Consideration

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- a. Mount will construct a new entrance drive from Gravelly Hollow Road to the Gravelly Hollow Road Public Works Facility at a location and specifications as will be mutually agreed upon by the Township Manager, Township Engineer and Mount. Said drawings and specifications will be attached hereto as Exhibit B and incorporated herein.
- b. Mount will fence the perimeter of the Gravelly Hollow Road Public Works Facility to provide greater security to the equipment and materials stored therein. Mount will install two (2) gates in the facility for use by the Township and Mount.
- * → c. Mount will clear the property of debris and crush existing concrete which exists on site.
- d. Mount will grade the site utilizing specifications determined by the Township Engineer.
- e. The Township will allow the use of approximately four acres of land for use by Mount for the storage of equipment and supplies. Mount may fence in acreage to protect equipment and supplies. The acreage to be utilized is demonstrated by the map attached hereto as Exhibit C and incorporated herein.
- f. If the Contract is terminated: (i) without cause by the Township; (ii) due to the failure of the Township to exercise each of the (four), one (1) year renewal terms; or (iii) the leasing of the property described in Exhibit C to a third party during the term of the Contract (each a "Termination Event"), Mount shall be entitled to receive reimbursement for the costs incurred in performing the services set forth in (a) through (d) above (the "Services"). The costs of the services set forth in (a)

through (d) above shall be reduced in value by one percent (1%) per year for each year of the Contract life. Mount shall be entitled to receive the prorated amount within thirty (30) days of such Termination Event. By way of example: If Mount had incurred \$10,000 in expenses for performing the Services and a Termination Event occurred at the commencement of the second year of the Contract, Mount would be entitled to receive \$9,990, within thirty (30) days of the Termination Event. Mount shall be required to establish a true and accurate certification of all costs incurred in performing the work identified in (a) through (d).

g. As further consideration for the use of land identified in (e), Mount shall re-grade Jackson Road on a monthly basis to the satisfaction of the Township.

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Payment to Mount is to be made within forty-five (45) days after the receipt of Mount's invoice which will include approval from the Township Manager's Office. Mount shall prepare invoices and shall submit them to the Township Manager's Office.

3. **All Other Conditions of Original Contract to Remain in Effect**

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