

AGREEMENT

This Agreement between the City of Lambertville, a Municipal Corporation, of the County of Hunterdon and State of New Jersey, having its principal office at 18 York Street in the City of Lambertville; and the Township of West Amwell, a Municipal Corporation of the County of Hunterdon and State of New Jersey, having its principal office at 150 Rocktown-Lambertville Road, Lambertville, New Jersey,

WITNESSETH:

1. The City of Lambertville and the Township of West Amwell have agreed to enter a shared service agreement for the purpose of establishing and enhancing single stream recycling services.
2. N.J.S.A. 40 A: 65-1, et.seq. provides that two (2) or more local units may enter into shared services agreements by resolution.
3. The Mayors and governing bodies of both municipalities have received advisory services from the Hunterdon County Shared Services Coordinator.
4. It has been determined that the residents of West Amwell will be better served through the implementation of single stream recycling activities through shared services.
5. Lambertville will be the lead municipality in this shared service agreement and will provide equipment and technical assistance to West Amwell employees on the use of the truck.
6. It is anticipated, that both municipalities will realize a 30% increase in their collection rates of recyclable materials by virtue of their shared services agreement.
7. Lambertville will receive payments from West Amwell based upon \$225.00 per day for an estimated annual payment of \$5,850.00 for use of the truck. "One day" is defined as five hours, 8:00 a.m. to 1:00 p.m. on each scheduled Saturday recycling day, and three hours the following Monday or next day practicable for round-trip transport to the contracted solid waste facility. West Amwell will retain all revenue generated by transport and disposal of recycling materials covered by this agreement.

8. West Amwell will perform all routine maintenance on the truck and will pay the cost of all diesel fuel used to operate the truck while in West Amwell's possession.

Lambertville will invoice West Amwell 50% of the annual insurance costs for the recycling truck.

In the event of a mechanical failure including, but not limited to, major breakdowns such as transmission, engine or drive train, West Amwell will immediately notify Lambertville, who will coordinate the necessary towing and perform the repairs. West Amwell will share equally with Lambertville in the cost of towing.

Lambertville will furnish West Amwell with a substitute compactor truck for use on its recycling days while repairs or maintenance described above takes place.

9. A state department or agency with oversight over specific activities that are the subject of a shared services agreement may promulgate whatever rules and regulations it deems necessary to ensure that the services continue to be provided in accordance with the requirements of that department or agency.

10. The term of this agreement shall be seven years, with either party retaining the option to end the agreement with 60 days notice at which time Lambertville will continue to furnish the truck to West Amwell until alternate recycling hauler services can be secured.

This agreement is contingent on West Amwell securing a contract for single stream services from a licensed facility.

11. This agreement shall take effect upon the adoption of appropriate resolutions by the parties hereto and execution of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this 13th day of October, 2008.

ATTEST:

Loretta Buckelew
Loretta Buckelew, Clerk

CITY OF LAMBERTVILLE

By David M. DelVecchio
David M. DelVecchio, Mayor

ATTEST:

Lora L. Olsen
Lora L. Olsen, Clerk

TOWNSHIP OF WEST AMWELL

By William J. Corboy
William J. Corboy, Mayor