

RENEWAL AGREEMENT BETWEEN HAZLET TOWNSHIP AND THE BOROUGH OF
KEYPORT, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY PROVIDING FOR
THE TOWNSHIP OF HAZLET TO PROVIDE COOPERATIVE RECYCLING SERVICES
FOR THE BOROUGH OF KEYPORT

THIS AGREEMENT, made this 21st day of September, 1999,

BETWEEN: THE TOWNSHIP OF HAZLET, a municipal corporation of the State of New Jersey, with offices located at 319 Middle Road, Hazlet, New Jersey 07730, hereinafter referred to as the "Provider",

AND: THE BOROUGH OF KEYPORT, a municipal corporation of the State of New Jersey, with offices located at 18-20 Main Street, Keyport, New Jersey 07735, hereinafter referred to as the "Borough"

WITNESSETH:

WHEREAS, pursuant to the Interlocal Services Act, the Township of Hazlet is desirous of entering into a contract with the Borough of Keyport for the provision of certain recycling services for storage and transport of certain recyclable materials of the Borough of Keyport beginning; January 1, 2000 and ending December 31, 2004; and

WHEREAS, the Provider is interested in providing the services as required; and

WHEREAS, the proposal provides for monthly reimbursement to the Provider of the actual expenses of the Provider in providing the recycling services on behalf of the Borough of Keyport at a rate of \$5.25 per white appliance unit and also \$100 per container for the transporting of the Borough of Keyport's light metals.

WHEREAS, should the actual expenses of the Provider regarding recycling services increase, Hazlet Township could then proportionately adjust the rate paid on behalf of the Borough of Keyport.

WHEREAS, should the actual expense of the Provider regarding recycling services decrease significantly, Hazlet Township would then adjust the rate paid on behalf of the Borough of Keyport. Such rate paid by the Borough of Keyport shall not be less than the rate specified in paragraph 3.

NOW, THEREFORE, the parties hereto do agree by and between themselves as follows:

1. The Provider is to be retained and shall provide to the Borough of Keyport recycling services beginning on January 1, 2000 and ending December 31, 2004.
2. The Provider will document all work done for the Borough of Keyport on a current

basis, and the Provider will submit monthly vouchers for reimbursement, after review by the Recycling Coordinator of the Provider.

3. The Provider agrees that it shall furnish at its sole expense all necessary tools and equipment.

4. The Township of Hazlet hereby sets forth that it has the authority, power and right to enter into this agreement and the Borough hereby sets forth affirmatively that it has done all things as required by New Jersey State Law so that the Borough has proper authority to enter into the within agreement. The Borough agrees to pay the Provider for all work and services rendered under this agreement. Both parties hereby agree to hold each other harmless from any claim pertaining to any actions of the other party in any matters pertaining to this agreement.


5. Both parties hereby certify that they have Worker's Compensation Insurance, General and Auto Liability Insurance in a minimum amount of \$1,000,000.

6. Each party shall have the right to terminate the within agreement upon thirty (30) days written notice to the other. In the event that this provision is exercised by either party, compensation shall be based upon the work done prior to the termination of the agreement.

7. This agreement shall become effective upon the adoption of appropriate resolutions and/or Ordinances by the parties hereto.

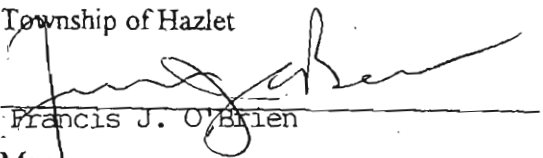
IN WITNESS WHEREOF, the parties of this agreement hereunto set their hands and seals the day and year first above written.

ATTEST:

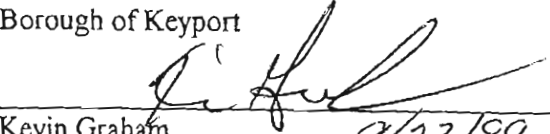

Marilyn R. Colas
Municipal Clerk

(seal)

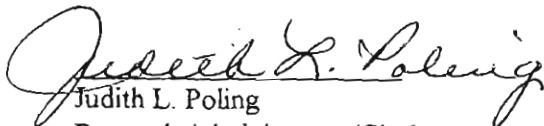
Township of Hazlet


Francis J. O'Brien
Mayor

Borough of Keyport


Kevin Graham
Mayor

9/23/99


Judith L. Poling
Borough Administrator/Clerk