

INTERLOCAL SERVICES AGREEMENT FOR THE PROVIDING OF
STREET SWEEPING

THIS INTERLOCAL SERVICES AGREEMENT in respect to the providing of street sweeping services is made on October 9, 2007 between the TOWN OF HACKETTSTOWN, a public body of the State of New Jersey with offices located at 215 Stiger Street, Hackettstown, New Jersey 07840, hereinafter "Hackettstown" and the TOWNSHIP OF MANSFIELD, a public body of the State of New Jersey with offices located at 100 Port Murray Road, Port Murray, New Jersey 07865, hereinafter "Mansfield";

WHEREAS, Hackettstown is the owner of a 2000 Sterling Geo Vac street sweeper and has staff trained on its use and operation; and

WHEREAS, Hackettstown is willing to share the use of the sweeper with Mansfield through a Shared Services Agreement; and

WHEREAS, the sharing of the street sweeper will allow Mansfield to sweep their streets without the significant investment of capital for a new sweeper; and

WHEREAS, this Agreement is authorized under the N.J.S.A. 40:8A-1, et seq.; and

WHEREAS, all parties hereto have approved the within Agreement; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes; and

WHEREAS, the Agreement shall be known as the HACKETTSTOWN-MANSFIELD STREET SWEEPER INTERLOCAL SERVICE AGREEMENT.

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions set forth, it is mutually agreed as follows:

1. Hackettstown agrees to maintain and operate the 2000 Sterling Geo Vac Street Sweeper as their expense at the Hackettstown Public Works Garage or other location selected by Hackettstown.
2. Hackettstown agrees to purchase gasoline and diesel fuel for the depot in compliance with the New Jersey Public Contracts Law.
3. Hackettstown agrees to share the use of the sweeper with Mansfield Township at a cost of \$2,446.00 per week based on a forty (40) hour work week. Hackettstown agrees to provide an operator and supply all necessary equipment.
4. Hackettstown agrees to provide the sweeper to Mansfield for a maximum of two (2) weeks per year.
5. Hackettstown agrees to be solely responsible for any damage or liability arising out of the operation of the sweeper in Mansfield Township pursuant to this Agreement.
6. Mansfield agrees to pay Hackettstown in addition to the weekly fee set forth in Paragraph 2 to pay all fuel costs or in the alternative to provide fuel at no cost to Hackettstown.

7. Mansfield also agrees to provide a location for Hackettstown to dump all the sweepings. The location must be within the Township of Mansfield. Mansfield is responsible to dispose of the sweepings in accordance with DEP regulations.

8. Hackettstown will bill Mansfield within ten (10) days of providing the services.

9. Mansfield agrees to pay Hackettstown invoices within thirty (30) days of receipt.

10. The scheduling and availability of the sweeper will be in the sole discretion of the Superintendent of the Hackettstown Department of Public Works.

11. The operator will be considered an employee of Hackettstown. The town of Hackettstown will provide workers compensation, liability and motor vehicle insurance.

12. This Agreement shall become effective on October 1, 2007 and shall continue in effect for a period not to exceed five (5) years from said date unless any part to this Agreement shall give written notice of its intention to terminate its participating.

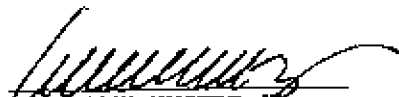
13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

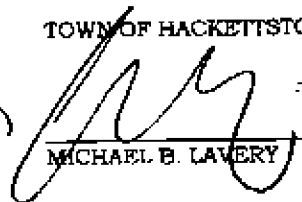
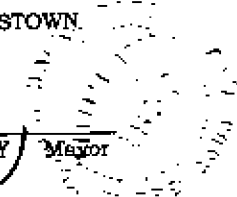
14. Any dispute regarding the interpretation of this Agreement or regarding the quality or level of performance thereunder pursuant to this Agreement shall be submitted to final and binding arbitration pursuant to the procedures set forth by the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

ATTEST:


TOWN OF HACKETTSTOWN

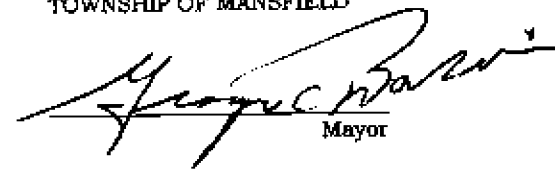

WILLIAM W. KUSTER, JR.
Town Clerk/Administrator


MICHAEL E. LAVERY Mayor


ATTEST:

TOWNSHIP OF MANSFIELD


Dana Akers
Town Clerk/Administrator


George Baroni
Mayor