

**AGREEMENT BETWEEN THE BOROUGH OF FLEMINGTON AND THE BOROUGH OF ROCKY HILL FOR LEAF  
COLLECTION SERVICES FOR THE SEASON 2020**

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Borough of Flemington, 38 Park Avenue, Flemington, NJ and the Borough of Rocky Hill, 15 Montgomery Ave, PO Box 188, Rocky Hill, NJ.

**WHEREAS**, The Borough of Flemington is desirous of sharing Borough Equipment and Borough DPW personnel with the Borough of Rocky Hill; and

**WHEREAS**, the Uniformed Shared Services & Consolidation Act (N.J.S.A. 40A:65-1 et seq) authorizes and empowers the Borough to enter into the Agreement.

**NOW THEREFORE BE IT AGREED AS FOLLOWS:**

**1. SCOPE OF SERVICES**

The Borough of Flemington agrees to lend a leaf vac and pickup truck to the Borough of Rocky Hill.

The Borough of Flemington agrees to lend 3 DPW personnel to operate the truck, leaf vac, rake and any other items needed to complete curbside leaf pickup.

The Borough of Rocky Hill will supply a site to dump all leaves collected and the Borough of Rocky Hill will cover all fees associated with this.

**2. TERM**

The term of this contract will be for the 2020 fall leaf season and end on 12/31/2020. Either party may cancel this Agreement upon thirty (30) days' written notice to one another.

**3. COMPENSATION**

The Borough of Flemington will be paid by the Borough of Rocky Hill for equipment and personnel rental services at an hourly rate for time and the equipment provided based upon the fees below. Fees will be billed portal to portal:

Pickup Truck Rental	\$75.00 per hour
Leaf Vac Rental	\$100.00 per hour
Personnel	\$60.00 per hour

\*Employees to receive \$50.00 per hour

The leaf collection must be done on weekends and the estimated time will be 10 hours per day for a total of 20 hours per weekend for an estimated cost of \$7,100.00 per weekend.

The Borough of Flemington shall provide an itemized bill to the Borough of Rocky Hill, for which the Borough of Rocky Hill will promptly submit payment.

#### **4. CONTACT PERSON**

The Borough of Rocky Hill agrees to appoint a person to act as a liaison to serve as the contact person in order to support and facilitate the orderly efficient process to complete the agreed upon services.

#### **5. EFFECTIVE DATE**

This agreement shall become effective as of \_\_\_\_\_, upon passage of an authorizing resolution by each municipality.

#### **6. LEVEL OF SERVICE**

The Borough of Flemington agrees to provide all services in a professional and workmanlike manner.

#### **7. POWER AND AUTHORITY OF THE BOROUGH OF FLEMINGTON**

The Borough of Flemington, in performing the services under this contract, shall have the full power and authority to undertake any ancillary operation reasonably necessary and convenient to carry out its duties, responsibilities and obligations under the agreement.

#### **8. INDEMNIFICATION**

## 9. INSURANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

**ATTEST: THE BOROUGH OF FLEMINGTON**

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**Sallie Graziano, Clerk**

Date: \_\_\_\_\_

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**Betsy Driver, Mayor**

Date: \_\_\_\_\_

**ATTEST:** **THE BOROUGH OF ROCKY HILL**

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**Rebecca P. Newman, Clerk**

Date: \_\_\_\_\_

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**Robert Uhrík, Mayor**

Date: \_\_\_\_\_