

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: City of Lambertville COUNTY: Hunterdon

RECIPIENT: Lambertville Municipal Utilities Authority COUNTY: Hunterdon

**BRIEF DESCRIPTION OF SERVICE:**

The City of Lambertville will share our fuel and diesel fuel located at the City's Public Works garage with the Lambertville Municipal Utilities Authority.

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2017

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**MEMORANDUM OF AGREEMENT  
FOR USE OF FUEL  
BETWEEN  
CITY OF LAMBERTVILLE AND THE LAMBERTVILLE MUNICIPAL UTILITIES  
AUTHORITY**

This Agreement made the 2 day of November, 2016 between the City of Lambertville, a municipal corporation of the State of New Jersey, having its principal office located at 18 York Street in the City of Lambertville, County of Hunterdon, State of New Jersey, hereinafter referred to as "City," and

This Lambertville Municipal Utilities Authority, an incorporated body, having its principal office located at Lambert Lane Extension in the City of Lambertville, County of Hunterdon, State of New Jersey, hereinafter referred to as "LMUA," and

WHEREAS, the "City" maintains fuel pumps (diesel and gas) at its public works building located at 120 Quarry Street in the City of Lambertville, and

WHEREAS, the "LMUA" would like to utilize said fuel pumps in order to supply its vehicles with fuel enabling them to carry out their business, and

WHEREAS, the "City" is willing to allow the "LMUA" to have access to said fuel pumps.

NOW THEREFORE, in consideration for the mutual agreements and covenants herein contained, the parties agree that the "City" will provide the "LMUA" full use of fuel pumps to operate its daily business in accordance with the following provisions:

**SECTION A. COSTS AND CONTRIBUTIONS**

1. All members of the "LMUA" utilizing the fuel facilities at the public works building agree to log the fuel, the date they filled up the equipment and identity of the equipment and the member completing the task.
2. The "LMUA" will submit their log to the Finance Department of the "City" on a monthly basis.
3. The "LMUA" agrees to pay the bill within ten (10) days of receipt of invoice from the "City."

**SECTION B. INDEMNIFICATION AND INSURANCE**

1. The "LMUA" will provide the "City" with a certificate of insurance naming the "City" as additional insured together with a hold harmless agreement.
2. The "City" shall indemnify and hold harmless the "LMUA" from any and all payments, expenses, costs, attorneys' fees, and from and for all claims and liability for losses or damage to property or injuries to persons occurring wholly or in part by or resulting from any acts or omissions or for any cause or reason whatsoever arising out of the "City's" performance or failure to perform any covenant required to be performed herein.
3. The "LMUA" shall indemnify and hold harmless the "City" from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring wholly or in part by or

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Page | 2

resulting from any acts or omissions by the "LMUA," their agents, employees, guests, licensees, invitees or assignee, or for any cause or reason whatsoever arising out of the "City's" failure to perform any covenant they are required to perform pursuant to this Agreement. The "LMUA" shall provide appropriate proof of insurance coverage at the level of coverage of the "LMUA" to the "City" naming the "City" as a named insured.

**SECTION C. GENERAL PROVISIONS**

1. This Memorandum of Agreement shall be from January 1, 2017 through December 31, 2017.
2. This Agreement may be renewed for an additional year, on the terms agreed to among the parties and approved by resolution of the governing bodies.
3. Each party shall notify the other in writing by October 1 of the current year if it desires to renew the Agreement.
4. This Agreement shall become effective upon the adoption of a resolution by all parties.
5. The Agreement shall terminate effective date December 31, 2017.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the respective dates indicated below.

**CITY OF LAMBERTVILLE**

DAVID M. DELVECCHIO, MAYOR

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

**WITNESS**

  
CYNTHIA L. EGE, CITY CLERK

**LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY**

JANINE MACGREGOR, CHAIRPERSON

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

**SECRETARY**

