

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

PROVIDER: Township of Montville COUNTY: Morris

RECIPIENT: Township of West Caldwell COUNTY: Essex

**BRIEF DESCRIPTION OF SERVICE:**

vactor truck owned by Montville will be used by West Caldwell to accommodate the needs of West Caldwell.

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2019

ESTIMATED COST SAVINGS  
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \_\_\_\_\_

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.

## INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT, made this 14<sup>th</sup> day of January, 2014, by and between the Township of West Caldwell, having an address at 30 Clinton Road, West Caldwell, New Jersey 07006 (hereinafter "West Caldwell") and the Township of Montville, having an address of 195 Changebridge Road, Montville, New Jersey 07045 (hereinafter "Montville");

WHEREAS, Montville is presently operating a Vactor Truck (Jet-Vacuum) and West Caldwell desires to use Montville's Vactor Truck with an operator from Montville to accommodate the needs of the West Caldwell; and

WHEREAS, Montville is agreeable to allowing West Caldwell to utilize its Vactor Truck and operator under certain terms and conditions; and

WHEREAS, the governing bodies of the two municipalities have adopted resolutions pursuant to N.J.S.A. 40A:65-1 et seq., the Interlocal Services Act, authorizing the adoption of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. West Caldwell shall pay Montville an amount of One Thousand One Hundred Fifty Dollars (\$1,150.00) per day for seven (7) hours of use and operation which shall be paid within thirty (30) days of the service being provided. The rate shall increase five percent (5%) annually beginning on January 1, 2015.
2. This agreement shall be for a period of five (5) years and can be terminated by either of the parties giving thirty (30) days notice to the other and shall continue in full force and effect until either of the parties provide this notice.
3. West Caldwell agrees to provide labor assistance on an as needed basis to the Vactor Truck operator.
4. The operator shall be an employee of Montville and not an employee of West Caldwell. Each municipality shall properly supervise and insure its employees at all times.
5. Each municipality agrees to indemnify and hold harmless the other harmless for any liability occasioned by the use of their respect equipment and employees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers as of the day and year first above written.

ATTEST:

Gertrude Atkinson  
Gertrude Atkinson, Township Clerk

TOWNSHIP OF MONTVILLE

By: Donald Kostka  
Donald Kostka, Mayor

ATTEST:

Mary S. Donovan  
Township Clerk

TOWNSHIP OF WEST CALDWELL

By: Joseph Tempesta, Jr.  
Joseph Tempesta, Jr., Mayor

STATE OF NEW JERSEY )  
 )  
 ) ss.:  
COUNTY OF Morris )

BE IT REMEMBERED that on this 14th day of January, 2014, before me personally appeared Donald Kostka, the Mayor of the Township of Montville, a municipal corporation, who, I am satisfied, is the person who has signed the within instrument; and I having first made known to such person the contents thereof, such person thereupon acknowledged that such person signed, sealed with the corporate seal and delivered the same instrument as such officer; and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Governing Body.

Claire Trogani

CLAIRE TROGANI  
Notary Public, State of New Jersey  
No. 2286198  
My Commission Expires 4/4/17

STATE OF NEW JERSEY )  
 )  
 ) ss.:  
COUNTY OF )

BE IT REMEMBERED, that on this 16th day of February, 2014, before me personally appeared Joseph Tempesta, Jr. the Mayor of the Township of West Caldwell, a municipal corporation, who, I am satisfied, is the person who has signed the within instrument; and I having first made known to such person the contents thereof, such person thereupon acknowledged that such person signed, sealed with the corporate seal and delivered the same instrument as such officer; and that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Governing Body.

Mary S. Donovan

MARY S. DONOVAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 9, 2015