

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF NEW BRUNSWICK AND
THE CITY OF LAMBERTVILLE**

WHEREAS, the City of Lambertville (“**Lambertville**”) wishes to utilize equipment owned by the City of New Brunswick (“**New Brunswick**”), specifically, a 32-yard Crane Carrier (the “**Vehicle**”), for temporary use for the purpose of solid waste collection in Lambertville; and,

WHEREAS, New Brunswick is willing to share the equipment with Lambertville for the aforementioned purpose; and,

WHEREAS, New Brunswick and Lambertville agree that the Vehicle will be shared with Lambertville at the rates, and in accordance with the terms, all as set forth herein; and,

WHEREAS, Lambertville has agreed to indemnify, defend, and hold harmless New Brunswick, its respective agents, employees, directors and officers from and against any and all loss, cost, damages, expenses, and liability (including Worker's Compensation), including attorney's fees, in connection with claims for damages as a result of injury or death of any person or property damage caused by or related to Lambertville's use, possession and control of the Vehicle; now, therefore,

IT IS ON this 5th day of December 2023 (the “**Effective Date**”) agreed as follows:

1. This MOU shall commence on the Effective Date and expire December 31, 2023, and may be renewed by either party, without any further approval required, for a week-to-week term. Either party may terminate this MOU on twenty-four hours’ notice to the other party.
2. Lambertville will accept possession of the Vehicle from New Brunswick at a time and date to be determined for the purpose solid waste collection. New Brunswick will deliver the Vehicle professionally cleaned, and Lambertville will return the same or shall be subject to charge for cleaning.
3. Lambertville will return the Vehicle to New Brunswick at a date and time to be determined. The Vehicle will be returned by Lambertville with the same level of fuel as when delivered, otherwise Lambertville shall be subject to charge for refueling.
4. The fee to be paid by Lambertville to New Brunswick for use of the Vehicle shall be based on a combined mileage and hourly cost. The cost per mile shall be computed at

-700.3 hours

\$0.36/mile, and \$14.60/hour of use. For purposes of calculating the mileage, upon delivery to Lambertville, the Vehicle's odometer read 4897.1 miles. Lambertville's Director of Public Works shall be required to maintain of record of hours the Vehicle is used by Lambertville and, upon expiration of this MOU, provide same to New Brunswick for purposes of calculating the total fee to be paid by Lambertville to New Brunswick for use of the Vehicle.

5. Lambertville shall deliver proof of adequate insurance to New Brunswick prior to delivery of the Vehicle. Lambertville further agrees to indemnify, defend, and hold harmless New Brunswick, its respective agents, employees, directors and officers from and against any and all loss, cost, damages, expenses, and liability (including Worker's Compensation), in connection with claim for damages as a result of injury or death of any person or property damage caused by or related to Lambertville's use, possession, storage and control of the Vehicle.
6. Lambertville shall be required to immediately report any damages or accident involving the Vehicle to the New Brunswick City Administrator. Should any maintenance issues arise during Lambertville's use, possession, storage or control of the Vehicle, same shall also be immediately reported to the New Brunswick City Administrator prior to Lambertville taking any action to repair.

This Memorandum of Understanding (MOU) is in effect once signed by the respective parties. The parties may withdraw their participation after providing notice as set forth in Paragraph 1 herein.

CITY OF NEW BRUNSWICK

By: K/92 12/5/23
WITNESS Date

By: [Signature]
Michael K. Drulis, City Administrator

CITY OF LAMBERTVILLE

By: _____
WITNESS Date

By: [Signature]
Andrew J. Nowick, Mayor