

INTERLOCAL AGREEMENT FOR CONTRIBUTION OF THE
MATCHING LOCAL SHARE FOR BUS SERVICES

THIS AGREEMENT, made this ____ day of _____ 2005,
by and between the TOWNSHIP OF EAST WINDSOR, located at
16 Lanning Boulevard, East Windsor, New Jersey 08520-1999,
hereinafter the "Township," and the BOROUGH OF HIGHTSTOWN,
located at 148 North Main Street, New Jersey 08520, hereinafter
the "Borough."

WITNESSETH:

WHEREAS, N.J. Transit has offered funding to East
Windsor Township for transportation services for Fiscal Year
2006 beginning July 1, 2005; and

WHEREAS, the Township of East Windsor, the Borough of
Hightstown, and the County of Mercer have jointly agreed to
provide the matching local share; and

WHEREAS, a good public transportation system decreases
gasoline consumption, decreases traffic and parking congestion,
improves air quality, provides mobility for residents who do not
drive or cannot afford a taxi, decreases road maintenance costs
and provides greater accessibility to the public, especially the
elderly and the handicapped, to medical offices, shopping areas,
and places of interest; and

WHEREAS, the Township of East Windsor, the Borough of
Hightstown, and the County of Mercer are desirous of providing
public transportation services; and

WHEREAS, the "Interlocal Services Act," N.J.S.A.
40:8A-1, et seq., permits local units of this State to enter
into a contract with any other local unit for the joint

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provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. Purpose. This agreement is to allocate expenses and responsibilities for the operation of transportation services as hereinafter described;

2. Commuter Bus Services. It is agreed and understood between the parties that the Township shall execute an agreement with a bus operator to provide a weekday commuter bus service to the Princeton Junction train station from East Windsor Township and Hightstown Borough.

3. Changes in Service. The parties may agree in writing at any time to request that the Township modify the commuter bus schedule.

4. Community Bus Service. It is agreed and understood between the parties that the Township's Senior Center shall provide transportation services for senior citizens, the handicapped, and other residents of East Windsor and Hightstown.

5. Term. This agreement shall be effective from July 1, 2005 and shall continue through June 30, 2006.

6. Transportation Costs. The estimated cost of bus services during the term of this agreement is approximately \$170,000.00. All contributions from Hightstown Borough will go toward this cost.

7. Contribution. The Borough agrees to contribute

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\$2,180 toward a minimum total local share of \$40,000.00 for transportation costs.

8. Authorization and Certification of Funds.

Simultaneously with the execution and delivery hereof, each party hereto shall deliver to each other party a true and complete copy of an ordinance or resolution, as appropriate, authorizing such party to enter into this Agreement, together with a certificate showing the availability of funds for such party's contributions required by this Agreement.

9. Project Account. Non-Township cash contributions shall be given to the Township within sixty (60) days of the execution of this agreement, to be maintained in a separate account to be known as the Project Account and to be disbursed solely for the costs of this project. No payments shall be made by the Township except upon receipt of a properly executed invoice and voucher.

10. Accounting. Any of the parties may submit a written request to the Township for an accounting of monies disbursed for this project. The Township shall provide an accounting within forty-five (45) days of receipt of such written request.

11. Termination. In the event the agreement with N.J. Transit or with the bus company is cancelled or terminated for any reason whatsoever, this agreement shall be null and void. If this agreement is terminated prior to its term, the Township shall make payment from the Project Account for the amount of any costs incurred to the effective date of the notice of termination. If the agreement is terminated for any

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reason, any unexpended funds contributed by the parties shall be returned to the parties within forty-five (45) days in proportion to each parties' contributions.

12. Modifications. Except as otherwise provided in this agreement, this agreement may be modified only by prior written agreement of all parties.

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

TOWNSHIP OF EAST WINDSOR

Cindy Dye
CINDY DYE
Municipal Clerk

Janice S. Mironov
JANICE S. MIRONOV
Mayor

Date 6.17.05

BOROUGH OF HIGHTSTOWN

Candace B. Gallagher
Borough Clerk

Robert F. Patten
Mayor

Date 6.9.05