

ORDINANCE #93-31

RV:12/8/93

AN ORDINANCE ADOPTING
INTERLOCAL SERVICES
AGREEMENT REGARDING FIRE
PROTECTION SERVICES

WHEREAS, the Mayor and Council of the Borough of Princeton have determined that it is in the best interests of the Borough to enter into an agreement with the Township of Princeton, pursuant to the provisions of *N.J.S.A. 40:8A-1 et seq.*, whereby the Borough of Princeton and the Township of Princeton agree that the Borough shall furnish fire protection services for the benefit of Princeton Borough and Princeton Township; and

WHEREAS, by the adoption of the foregoing Ordinance, the Mayor and Council of the Borough of Princeton authorize the Borough to enter into an Interlocal Services Agreement, a copy of which is annexed hereto as Exhibit A.

NOW, THEREFORE, be it ordained by the Mayor and Council of the Borough of Princeton, as follows:

Section I

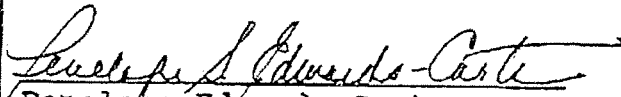
Pursuant to the provisions of *N.J.S.A. 40:8A-1*, the Interlocal Services Act, the Borough of Princeton hereby consents to enter into an Interlocal Services Agreement with the Township of Princeton, which will provide that the fire protection services shall be provided by the Borough of Princeton to the Township of Princeton. A copy of said Interlocal Services Agreement is annexed to this Ordinance and its terms are incorporated by reference herein.

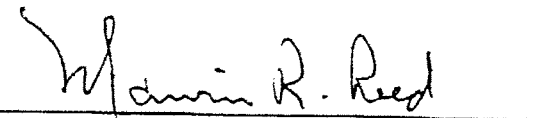
Section II - Repealer

All ordinances or sections thereof in conflict with this Ordinance are hereby repealed.

Section III - Effective Date

This ordinance shall take effect upon its final passage and publication as provided by law and upon adoption by the Township of Princeton of a reciprocal ordinance.


Penelope Edwards-Carter
Clerk


Marvin Reed
Mayor

#18:jointfire.ord

First Reading: 7 December 1993
Final Reading: 21 December 1993

NEWSPAPER PUBLICATIONS:

First Insertion: 13 December 1993
Final Insertion: 28 December 1993

RV3/21/94

**INTERLOCAL SERVICES AGREEMENT
BETWEEN PRINCETON TOWNSHIP AND PRINCETON BOROUGH**

THIS AGREEMENT made on this 31st of December, 1993, by and between the Township of Princeton, a municipal corporation organized and existing pursuant to the laws of the State of New Jersey, with its principal place of residence at 369 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "the Township") and the Borough of Princeton, a municipal corporation, organized and existing pursuant to the laws of the State of New Jersey, with its principal place of residence at One Monument Drive, Princeton, New Jersey, 08540 (hereinafter referred to as "the Borough).

WHEREAS, pursuant to the Interlocal Services Act, *N.J.S.A. 40:8A-1*, the Borough and Township desire to contract for the furnishing of fire protection services; and

WHEREAS, it is in the best interest of the citizens of both the Borough and Township to enter into this Joint Agreement for the provision of interlocal fire protection services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Township and Borough hereby agree as follows:

1. The current Volunteer Fire Department providing fire protection services to the Borough and Township shall now be known as the "Princeton Fire Department." It shall be composed of three companies, known respectively as "Princeton Hook and Ladder Company," "Mercer Engine Company. No. 3" and "Princeton Engine Company No. 1" and such other companies as may from time to time be authorized.

2. **Services to be Performed.** The Princeton Fire Department shall provide fire suppression services and other emergency related services to the Borough and Township.

3. **Term of Agreement.** The initial term of this agreement shall be fifty (50) years.

4. **Contribution for Operating Expenses.** The cost of operating the Princeton Fire Department shall be in accordance with the annual operating and capital budget as may be adopted by the Borough and Township. The Borough shall submit bills on a quarterly basis to the Township regarding all operating expenses of the Department. Both the Borough and Township shall contribute their share of expenses calculated on the basis of equalized total taxable and exempt values. Inasmuch as the Borough bears the obligation of operating and managing the Fire Department, the Township agrees to submit payment for such bills on a quarterly basis. This contribution formula shall be retroactive to January 1, 1993.

5. **Equipment and Capital Improvements.** The Township and Borough shall be jointly responsible for all costs associated with the construction, maintenance and repair of all of the firehouses and the equipment ("Capital Costs") located within the Borough and Township, as provided in the annual operating and capital budgets, as may be adopted by the Borough and Township with the Borough coordinating the maintenance and operation services for all the firehouses. Both the Borough and the Township shall contribute to such capital costs calculated on the basis of equalized total taxable and exempt values in the year preceding the budget year. This contribution formula shall be retroactive to January 1, 1993.

6. **Insurance.**

a. The Borough shall maintain comprehensive insurance coverage, including, but not limited to, liability, casualty, fleet and workers compensation for operations of the Princeton Fire Department. The Township shall reimburse the Borough for its share of such

costs calculated on the basis of equalized total taxable and exempt values in the year preceding the budget year.

b. The Township and the Borough shall be named as the insured on all policies maintained by the Borough and the Borough shall provide the Township with a Certificate of Insurance evidencing the existence of the insurance coverage.

7. **Termination of Agreement.** This Agreement may be terminated upon twelve (12) months' written notification by one party to the other, in which event, the Borough and the Township shall meet and resolve all issues associated with such termination. In the event that the Agreement is terminated, the Borough and Township shall continue to maintain a joint ownership of the Witherspoon Street Firehouse, pursuant to an Agreement between the municipalities, dated April 16, 1991 (copy attached as Exhibit "A"), unless the municipalities agree upon some other disposition.

8. **Adjustment of Cost Sharing.** If either party seeks to open discussions with regard to the adjustment of cost sharing under this Agreement, the party must provide twelve (12) months written notification to the other.

9. **Amendments to Agreement.** Any modifications or changes of this Agreement must be in writing by mutual consent of the parties hereto in a form as required by law in order to be binding and effective. Unless so modified, or in the event of termination of the Agreement pursuant to Section 7 herein, all terms of the Agreement shall be binding on the parties.

IN WITNESS WHEREOF, the Township and the Borough have caused this Agreement to be executed by their duly authorized officers on the date first above written.

ATTEST

TOWNSHIP OF PRINCETON

Patricia C. Schuss
Patricia C. Schuss, Clerk

By: [Signature]
Laurence Glasberg, Mayor

ATTEST

BOROUGH OF PRINCETON

Penelope Edwards-Carter
Penelope Edwards-Carter, Clerk

By: [Signature]
Marvin R. Reed, Mayor

#2/INTERLOC_AG3/9-13(d)

Re-revised April 16, 1991

AGREEMENT

BETWEEN THE TOWNSHIP OF PRINCETON AND THE BOROUGH OF PRINCETON CONCERNING THE CONSTRUCTION AND MAINTENANCE OF A NEW PRINCETON FIREHOUSE

WHEREAS, the Township of Princeton and the Borough of Princeton, municipal corporations of the State of New Jersey (hereinafter referred to as "Township" and "Borough", respectively), desire to continue to provide effective fire protection service to the residents of the Township and the Borough; and

WHEREAS, the Township Committee and the Borough Council have made formal commitments, by way of bond ordinances, to provide funding for the construction of a new firehouse to be located on Witherspoon Street in the Township, adjacent to the existing Valley Road Municipal Building; and

WHEREAS, by means of a land exchange with the Princeton Regional Board of Education and a lot consolidation and minor subdivision, the Township has acquired real property known as Lot 26 in Block 36.07 for the construction of said firehouse; and

WHEREAS, it is the understanding of the Township and the Borough (hereinafter referred to as the "Municipalities") that the said Lot 26 and the firehouse to be constructed thereon will be jointly owned by the Municipalities and that the firehouse will be used and

occupied by the Borough Fire Department or a Princeton Fire Department, which may be created by the Municipalities in the future, pursuant to *N.J.S.A. 40A:14-67*; and

WHEREAS, the Municipalities desire to memorialize their agreement and understandings in connection with the financing, use and maintenance of the property.

IT IS HEREBY AGREED THIS 22nd DAY OF April, 1991, BY THE MUNICIPALITIES AS FOLLOWS:

1. Pursuant to the Interlocal Services Act (*N.J.S.A. 40:8A-1, et seq.*), the cost of construction and maintenance of the new firehouse will be apportioned between the Municipalities on the basis of ratables existing in 1989, with the Township paying sixty-four percent (64%) and the Borough paying thirty-six percent (36%), as set forth in the Borough Bond Ordinance No. 89-7, adopted March 28, 1989, and Township Bond Ordinance No. 90-27, adopted September 10, 1990; such amounts to be reduced by the application of the full proceeds of any sale or lease of the existing Chambers Street Firehouse as set forth herein.

2. The Borough agrees immediately to begin using its best efforts to sell or lease the Chambers Street Firehouse. Within thirty (30) days of the execution of this Agreement by both parties, but in no case later than May 30, 1991, the Borough will adopt a Resolution, pursuant to *N.J.S.A. 40A:12-1 et seq.*, authorizing the sale, lease or lease-purchase of the Chambers Street Firehouse, and will immediately institute a continuing effort to advertise and market the property in accordance with the above-cited statute. The Borough agrees to use its best efforts to negotiate a contract which will result in a closing of title or executed lease or lease purchase

agreement, which will coincide with, or precede, the completion of the new firehouse. All marketing plans, including the designation of any agents, and the method of disposition of the asset, shall be subject to the approval of the Township. If an agreement cannot be arrived at by the Municipalities as to the disposition of the asset by March 1, 1992, then the Chambers Street Firehouse shall be sold at public auction, pursuant to *N.J.S.A. 40A:12-1, et seq.*

3. After the deduction of any advertising and marketing costs (including real estate commissions, if any), the proceeds of the sale and/or lease of the Chambers Street Firehouse will be contributed by the Borough toward the cost of the construction of the new firehouse, pursuant to the following:

A. The "cost of construction" is defined as all costs (hard and soft) for the construction of the new firehouse.

B. The difference between the proceeds of the sale or lease of the Chambers Street Firehouse and the total cost of construction of the new firehouse will be apportioned between the Municipalities, with the Township paying sixty-four percent (64%) and the Borough paying thirty-six percent (36%), as set forth in the respective Municipalities' Bond Ordinances.

C. In the event the proceeds from the sale or lease of the Chambers Street Firehouse exceed the cost of construction, such excess amount shall be placed in an interest-bearing account by the Borough to finance the Municipalities' joint shares of future capital needs of the Fire Department, subject to necessary and appropriate Township and Borough agreement.

D. It is understood that initially, the proceeds of Borough bond Ordinance No. 89-7 and Township Bond Ordinance No. 90-27 shall be used to finance the construction of the new firehouse, provided, however, that to the extent Bond Ordinance funds have been applied toward the cost of construction prior to receipt of sale or lease proceeds, such sale or lease proceeds, upon receipt, shall be applied as follows:

(1) In the event the Chambers Street Firehouse is sold, the proceeds from said sale (after advertising and marketing costs) shall be distributed to the Municipalities on the ratable basis as set forth in Paragraph 1 above, and shall be used exclusively to reduce the bonded indebtedness of the Municipalities.

(2) In the event the Chambers Street Firehouse is leased rather than sold, the proceeds of any rental payments (after advertising and marketing costs) shall be distributed to the Municipalities on the same basis as Paragraph 3D(1) above.

(3) In the event the Chambers Street Firehouse is leased and subsequently sold, the rental income and sale proceeds shall be used and allocated as set forth in the preceding provisions of this Paragraph 3D.

4. During the construction of the new firehouse, the Borough agrees to require the construction contractor to name the Township as an additional insured to the same extent as the Borough, as set forth in the specifications for the construction project. Verification of such coverage shall be subject to review by the Township Attorney.

5. The Municipalities recognize that they presently provide a number of public services on a joint regional basis, whereby either the Borough or the Township has responsibility for administering such services, through regional agencies subject to appropriations (e.g., the Joint Recreation Department administered by the Township and the Regional Health Commission administered by the Borough). Consistent with this arrangement, it is agreed that the Borough will administer the contract for the construction of the new firehouse and has awarded the contract for the same.

The Township will pay over to the Borough, as soon as practicable after a request is made, all amounts necessary to meet its proportionate share of vouchers submitted by the contractor on the project. Requests to the Township for payment must include a copy of the contractor's request for payment and all information substantiating same, so that the Township Engineer may review and comment as necessary. Any modifications in total contract amounts (i.e., Change Orders) must be agreed to by the Township.

While administration and supervision of the project shall rest with the Borough, upon request of the Township, the Borough does agree to consult in good faith with the Township, recognizing the fact that the construction of the new firehouse is a joint project of the Municipalities.

6. Within thirty (30) days of the execution of the Agreement, the Township will deed to the Borough a one-half (1/2) undivided interest in the land and improvements occupying the new firehouse site. Neither the Township nor the Borough will sell, lease, mortgage or in any other way encumber its interest in the land or building of the new firehouse, without the express

written consent of the other. In the event the Chambers Street Firehouse is not sold by March 1, 1992, the Borough will, at the request of the Township, deed to the Township, within thirty (30) days of a request by the Township, a one-half (1/2) undivided interest in the land and improvements occupying the Chambers Street Firehouse.

7. Notwithstanding the Township's one-half (1/2) undivided interest in the land and building of the new firehouse, the Borough agrees to be fully responsible for obtaining and maintaining all hazard and liability insurance for the premises, and uses or activities therein, naming the Township as an additional insured; certificates of insurance shall be provided to the Township upon request. The Municipalities agree that any insurance claim proceeds received in connection with damage to the new firehouse building shall be used only for restoration and repair of that building, and related capital expenses. In the event of total destruction of the new firehouse building, the Municipalities shall share equally in the insurance proceeds, which proceeds shall be used solely for reconstruction of that building, or any other fire protection purposes agreed upon by the Municipalities. In accordance with current practice, all insurance, utility costs, all costs of routine operation and maintenance, and the cost of capital expenses shall be shared by the Municipalities on a ratable basis, as set forth in Paragraph 1 above, subject to necessary and appropriate municipal approvals. No modifications to the exterior of the new firehouse building and land shall be made without the agreement of the Municipalities.

8. The responsibility of the maintenance and operation of the new firehouse shall be the responsibility of the Borough, or a Princeton Fire Department, which may be created by the Municipalities in the future, pursuant to *N.J.S.A. 40A:14-67*.

9. This Agreement contains the entire understandings between the Municipalities, relating to the construction, use and maintenance of the new firehouse. No additions, changes or modifications shall be binding unless reduced to writing and signed by the Municipalities.

10. The Municipalities hereby represent that the execution of this Agreement has been authorized by duly adopted Resolutions of their governing bodies.

ATTEST:

TOWNSHIP OF PRINCETON

Patricia C Shuss
PATRICIA C. SHUSS, Clerk

By: Richard C Woodbridge
RICHARD C. WOODBRIDGE, Mayor

ATTEST:

BOROUGH OF PRINCETON

Penelope S. Edwards-Carter
PENELOPE S. EDWARDS-CARTER,
Clerk

By: Marvin R. Reed
MARVIN REED, Mayor