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AGREEMENT

THIS AGREEMENT made this day of 2006 by and between the Borough of Park Ridge, a body politic and corporate of the State of New Jersey, located at 55 Park Avenue, Park Ridge, New Jersey 07656, hereinafter referred to as "Park Ridge", the Borough of Montvale, a body politic and corporate of the State of New Jersey, located at 12 Mercedes Drive, Montvale, New Jersey, hereinafter referred to as "Montvale" and the Borough of Woodcliff Lake, a body politic and corporate of the State of New Jersey, located at 188 Pascack Road, Woodcliff, New Jersey, hereinafter referred to as "Woodcliff Lake".

WITNESSETH

WHEREAS, the Boroughs of Park Ridge, Montvale and Woodcliff Lake have heretofore and presently and separately undertaken the purchase, storage and dispensing of gasoline and diesel fuel in their respective communities; and

WHEREAS, regulations adopted by the Federal Environmental Protection Agency and the New Jersey Department of Environmental Protection require an upgrading of the underground storage tank facilities within the Boroughs-of Park Ridge, Montvale and Wood cliff Lake; and

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WHEREAS, the respective communities have investigated the impact of the above described regulations upon the continuance of the separate provision of fuel storage and dispensing activities within their communities; and

WHEREAS, the parties previously entered into a prior agreement in 1991 to create the sharing of fuel depot facilities and usage; and

WHEREAS, as a result of the efforts of the Boroughs of Park Ridge, Montvale and Woodcliff Lake a report entitled "The Tri-Boro Analysis: Underground Storage Tank Alternatives" was prepared, which addresses the regulations as aforesaid and the best alternative solutions to the problems; and

WHEREAS, each of the governing bodies has reviewed the alternatives and has authorized an agreement between the three Boroughs under the terms and conditions as contained within this Agreement; and

WHEREAS, this Agreement shall contain the respective obligations of the Boroughs in regard to the centralization of the location of underground storage tanks, within the Borough of Park Ridge and the obligations of the parties as set forth herein.

NOW, THEREFORE, the parties, based upon the mutual premises and conditions as contained herein, hereby agree as follows:

1. The Boroughs of Park Ridge, Montvale and Woodcliff Lake hereby accept the prior establishment of a single centralized underground petroleum product storage facility for the benefit of the three Boroughs and each has complied with the prior agreement.

2. The centralized system shall be located in the Borough of Park Ridge on property owned by Park Ridge on Sulak Lane, near the Utility Department garage.

3. The petroleum products that shall continue to be stored at such a location in the underground storage tanks and shall include a provision for unleaded gasoline and diesel fuel. The Boroughs of Park Ridge and Montvale shall have access to the gasoline tanks and diesel tanks, while the Borough of Woodcliff Lake shall have access only to the gasoline tanks, all in accordance with this Agreement.

4. The access to the storage tanks shall be available to all authorized governmental vehicles and equipments as shall be determined by the respective municipalities, as well as by the Fire Department of each municipality, the municipal Boards of Education, Pascack Hills High School

and the Tri-Borough Ambulance Corp. Montvale and Woodcliff Lake shall deliver to Park Ridge a list of all vehicles to be serviced, including vehicle descriptions and license plate numbers. Each of these municipalities shall provide a list of personnel authorized to operate these vehicles and have them fill the vehicles at the site.

5. In order to avoid congestion, the Borough of Park Ridge shall establish a schedule in conjunction with the Boroughs of Montvale and Woodcliff Lake for use of the tanks by non-emergency municipal vehicles and advise each municipality of the schedule. All municipal emergency vehicles, however, shall be allowed to utilize the pumps at any time if required to attend any emergency situation.

6. All of the costs of the installation of the system and thereafter in its maintenance and repair, as well as any incidental expenses, payments on account of insurance premiums and other needs as to be set forth further in this Agreement, shall be borne equally (one third each) by the municipalities.

7. All administrative expenses incurred by the Borough of Park Ridge or the operation, maintenance and repair of the facility shall be

considered an expense to be shared by all municipalities in accordance with this Agreement. The administrative charge will be assessed at \$0.02 per gallon based upon actual use as per a projection shown on Appendix A as prepared by the project engineer, and shall be due and payable to the Borough of Park Ridge on a quarterly basis. An annual review of administrative costs shall be prepared by the project engineer of the Borough of Park Ridge to accurately reflect the actual administrative costs. Adjustments in these costs shall be made accordingly.

8. Any fuel purchase amounts due under this Agreement shall be payable within thirty days of receipt by the respective municipalities of an invoice for monies due under this Agreement. The fuel to be obtained by the Borough of Park Ridge for utilization by the three Boroughs shall be obtained in accordance with the provisions of the Local Public Contracts Law; namely, N.J.S.A. 40A:11-1et seq.9. The boroughs have purchased fuel in the past under the county cooperative purchasing program. If, however, the boroughs decide to bid themselves, the associated costs of bidding incurred by the Borough of Park Ridge to obtain the fuel supplies, shall be borne equally by the parties or in accordance with the percentage as set forth in this Agreement.

9. All of the municipalities agree to share the cost of all necessary environmental insurance policies insuring the Boroughs, particularly the Borough of Park Ridge's water supply and any water supplies of the Hackensack Water Company, from any damage arising from the operation, installation or use of the storage tanks covered by this Agreement.

10. The three Boroughs shall be jointly responsible for complying with the applicable provisions of the Environmental Clean-up Responsibility Act, N.J.S.A. 13: 1 K-6. All required governmental approvals, including the issuance of permits required by the Bureau of Underground Storage Tanks, shall be acquired by Park Ridge, the costs of these permits to be divided equally by the municipalities.

11. This equipment shall remain in full force and effect until December 2011 with the following stipulation:

- a. That in the event anyone municipality wishes to withdraw they can only do so by giving written notice ninety days prior to the end of this agreement.
- b. This agreement can be otherwise terminated by mutual consent of all the parties pursuant to the terms and conditions set forth in this agreement.

This agreement must be reviewed by the Governing Bodies of the three municipalities by September 30th of the fifth year of this agreement. If no changes are recommended, the agreement will automatically be renewed for an additional period of five (5) years.

12. This instrument sets forth the entire Agreement of the parties and supersedes any prior oral or written agreements and any contemporaneous oral agreements by and between the Boroughs, their ejected officials or employees concerning the subject matter hereof. This Agreement may not be modified or amended except by a written instrument properly authorized by the governing body of the respective municipalities.

ATTEST:

Karen Hughes
Karen Hughes
Park Ridge, Borough Clerk

Borough of Park Ridge

By Donald Ruschman
Donald Ruschman, Mayor

ATTEST:

Lori Sciara
Lori Sciara
Woodcliff, Borough Clerk

Borough of Woodcliff Lake

By Joseph LaPaglia
Joseph LaPaglia, Mayor

ATTEST:

Maureen Tarossi-Alwan
Maureen Tarossi-Alwan
Montvale, Borough Clerk

Borough of Montvale

By George B. Zeller
George B. Zeller, Mayor