

THIS AGREEMENT, Made this 12th day of April 1960, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereinafter sometimes called the "Borough," and the TOWNSHIP OF PRINCETON, hereinafter sometimes called the "Township," each of which is a municipal corporation of the State of New Jersey in the County of Mercer

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 155 of the Laws of 1959 the parties propose a joint free public library:

NOW, THEREFORE, in consideration of the premises and of the covenants, terms and conditions hereinafter set forth, it is Agreed:

1. The Borough and Township shall, as of January 1, 1961, unite in the support, maintenance and control of a joint free public library for the use and benefit of their residents in accordance with Chapter 155 of the Laws of 1959 and this agreement.
2. The corporate name and style of the Board of Trustees of the joint library shall be: "The trustees of the Joint free public library of Princeton, New Jersey."
3. The Board of Trustees of the Free Public Library of the Borough of Princeton shall, not later than December 1, 1960, certify to the respective municipalities the sum required for the operation of the joint library for 1961 and the share of such sum to be borne by each of the municipalities. Said shares shall be determined by apportioning said sum between the Borough and the Township in the proportion that the library circulation of the Free Public Library of the Borough of Princeton among the residents of each municipality during the twelve month period immediately preceding the date of certification bears to such library circulation among the residents of

of both municipalities during said period. The sum and shares so certified shall be subject to adjustment and settlement by the governing bodies of the municipalities and to determination by the Director of the Division of Local Government, and the shares so certified or agreed upon or determined shall be appropriated and raised by taxation and paid over to the disbursing officer of the joint library, in the manner provided by law for annual operating appropriations for the joint library for ensuing years.

4. All subsequent annual operating appropriations for the joint library and all capital appropriations therefor of less than \$5,000. shall be apportioned between the Borough and the Township in the proportion that the library circulation among the residents of each municipality during the twelve-month period immediately preceding the date of certification of the appropriation by the Board of Trustees of the joint library bears to the library circulation among the residents of both municipalities during said period.

5. All capital appropriations for the joint library of \$5,000. or more shall be apportioned between the Borough and Township with regard to

- (a) library circulation and anticipated changes therein over the estimated life of the capital improvement;
- (b) the anticipated method of financing such improvement and debt service therefor in the respective municipalities; and
- (c) such other factors as shall be pertinent under the circumstances.

The certification of such apportionment by the board of trustees of the joint library shall be subject to adjustment and settlement by the governing bodies of the municipalities and to determination by the Director of the Division of Local Government as provided by law.

6. All fines, fees and other operating income of the joint library shall, to the extent not anticipated and expended for appropriations in the joint library budget for the year in which received, be apportioned between the Borough and the Township according to the apportionment of operating appropriations between them for said year.

7. To the extent permitted by law, all assets and obligations of the Board of Trustees of the Free Public Library of the Borough of Princeton shall, upon formation of the joint library, devolve upon the board of trustees of the joint library and all assets held or obligations incurred by the Borough for free public library purposes shall in like manner devolve upon the Borough and the Township jointly.

In consideration thereof, the Township will reimburse the Borough in the sum of \$12,500.00, which shall be paid in installments by decreasing the Borough's share and increasing the Township's share of the annual operating appropriation for the joint library by \$2,500.00, for each of five (5) consecutive years beginning with the appropriation for 1961.

8. Each municipality will promptly introduce an ordinance approving this agreement and, if both ordinances are duly passed, will cause the question of uniting in the joint library undertaking to be submitted to its legal voters at the general election of 1960, in accordance with Chapter 155 of the Laws of 1959. If either of such ordinances shall not be passed, or if such question shall not be approved at said election by the voters of both municipalities, this agreement shall be null and void and of no further force and effect.

9. This agreement shall bind and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these

presents to be signed by their chief executive officers and their seals to be affixed and attested by their clerks the day and year first above written.

THE MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON

ATTEST:

Robert F. Mooney
Robert F. Mooney, Clerk

By: Raymond F. Male
Raymond F. Male, Mayor

TOWNSHIP OF PRINCETON

By: M. Kenneth Fairman
M. Kenneth Fairman, Chairman,
Township Committee

Joseph R. Nini
Joseph R. Nini, Clerk

library

AGREEMENT made this 6th day of July, 1964, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereafter sometimes called the Borough, and THE TOWNSHIP OF PRINCETON, hereafter sometimes called the Township, each of which is a municipal corporation of the State of New Jersey in the County of Mercer

W I T N E S S E T H:

WHEREAS, the parties have united in the support, maintenance and control of a joint free public library in accordance with N. J. S. A. 40:54-29.3 et seq., and more particularly in accordance with an agreement between them dated April 12, 1960 made pursuant to said law; and

WHEREAS, the parties desire to amend said agreement so as to provide for the apportionment between them of annual operating costs and capital appropriations on the basis of taxable real property;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and other good and valuable consideration to each party in hand paid by the other party at or before the ensembling and delivery of these presents, receipt whereof is hereby acknowledged, it is AGREED:

1. Paragraph 4 of that certain agreement between the parties establishing a joint free public library and dated April 12, 1960, is amended to read as follows:

4. All annual operating appropriations for the joint library for 1965 and thereafter and all future capital appropriations therefor, including annual appropriations for debt services, shall be apportioned between the Borough and the Township in the proportion that the valuation of all taxable real property in each municipality for the year prior to such appropriation bears to the valuation for such year of all taxable real property in both municipalities, said valuations to be those fixed, determined and "equalized" by the Mercer County Board of Taxation for the

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AGREEMENT made this 6th day of July, 1964, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereafter sometimes called the Borough, and THE TOWNSHIP OF PRINCETON, hereafter sometimes called the Township, each of which is a municipal corporation of the State of New Jersey in the County of Mercer

W I T N E S S E T H:

WHEREAS, the parties have united in the support, maintenance and control of a joint free public library in accordance with N. J. S. A. 40:54-29.3 et seq., and more particularly in accordance with an agreement between them dated April 12, 1960 made pursuant to said law; and

WHEREAS, the parties desire to amend said agreement so as to provide for the apportionment between them of annual operating costs and capital appropriations on the basis of taxable real property;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and other good and valuable consideration to each party in hand paid by the other party at or before the ensembling and delivery of these presents, receipt whereof is hereby acknowledged, it is AGREED:

1. Paragraph 4 of that certain agreement between the parties establishing a joint free public library and dated April 12, 1960, is amended to read as follows:

4. All annual operating appropriations for the joint library for 1965 and thereafter and all future capital appropriations therefor, including annual appropriations for debt services, shall be apportioned between the Borough and the Township in the proportion that the valuation of all taxable real property in each municipality for the year prior to such appropriation bears to the valuation for such year of all taxable real property in both municipalities, said valuations to be those fixed, determined and "equalized" by the Mercer County Board of Taxation for the

purpose of apportionment of county taxes between said municipalities. The certification of the sums needed for annual operating appropriations and for capital appropriations and of the apportionment thereof, by the Board of Trustees of the joint library, shall be subject to adjustment and settlement by the governing bodies of the municipalities and to determination by the Director of the Division of Local Government, as provided by law.

2. Paragraph 5 of said agreement is deleted.

3. This agreement shall become effective upon the adoption by both parties of ordinances approving the same, as provided by law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized corporate officers and their seals to be hereunto affixed and attested the day and year first above written.

THE MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON

By: Henry S. Patterson, II
Henry S. Patterson, II, Mayor

ATTEST:

Robert F. Mooney
Robert F. Mooney, Clerk

THE TOWNSHIP OF PRINCETON

By: William L. Wilson
William L. Wilson, Chairman
The Township Committee

ATTEST:

Joseph R. Nini
Joseph R. Nini, Clerk

AGREEMENT made this first day of April, 1965, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereafter sometimes called the Borough, and THE TOWNSHIP OF PRINCETON hereafter sometimes called the Township, each of which is a municipal corporation of the State of New Jersey in the County of Mercer

WITNESSETH:

WHEREAS, the parties have united in the support, maintenance and control of a joint free public library in accordance with N. J. S. A. 40:54-29.3 et seq., and more particularly in accordance with an agreement between them dated April 12, 1960 as heretofore amended; and

WHEREAS, the parties desire further to amend said agreement so as to clarify their intent that annual amortization of the cost of capital projects is to be apportioned between them on the basis of taxable real property:

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and other good and valuable consideration to each party in hand paid by the other party at or before the ensealing and delivery of these presents, receipt whereof is hereby acknowledged, it is AGREED:

1. Paragraph 4 of that certain agreement between the parties establishing a joint free public library, dated April 12, 1960, as heretofore amended, is further amended to read as follows:

4. All operating and capital costs of the joint library shall be apportioned annually between the parties in proportion to the net real property valuations taxable within each municipality as equalized for the apportionment of county taxes of the preceding year.

Capital costs shall include amortization of the

cost of capital projects by equal annual charges over the periods of usefulness of such projects, together with interest on the unamortized balance at the rate of 3% per annum or at such other rate as the parties shall agree upon. The period of usefulness of each project shall be the maximum period of usefulness provided therefor under section 40A:2-22 of the Local Bond Law, unless the parties shall otherwise agree.

The apportionment of such equal annual charges and interest under the current apportionment ratio (hereinafter called "current apportionment") shall be compared annually with the apportionment of such equal annual charges and interest under the apportionment ratios in effect at the times of the original approval of the capital projects (hereinafter called "original apportionment"). To the extent that the current apportionment to a party exceeds the original apportionment to that party, such party's share of the joint library budget shall be increased; and to the extent that the original apportionment to a party exceeds the current apportionment to that party, such party's share of the joint library budget shall be decreased.

The certification of the sums needed for annual operating and capital costs and of the apportionment thereof, by the Board of Trustees of the joint library, shall be subject to adjustment and settlement by the governing bodies of the municipalities and to determination by the Director of the Division of Local Government, as provided by law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized corporate officers and their seals to be hereunto affixed and attested the day and year first above written.

ATTEST:

Robert F. Mooney
Robert F. Mooney, Clerk

THE MAYOR AND COUNCIL OF
THE BOROUGH OF PRINCETON

By: Henry S. Patterson, II
Henry S. Patterson, II, Mayor

THE TOWNSHIP OF PRINCETON

ATTEST:

By Carl C. Schafer, Jr.
Carl C. Schafer, Chairman
The Township Committee

Joseph R. Nini
Joseph R. Nini, Clerk