

INTERLOCAL SERVICE AND JOINT PURCHASE AGREEMENT

THIS AGREEMENT made this 27th day of February , 1995 by and between the Township of Lawrence, the Township of Princeton and the Borough of Princeton, all municipal corporations of the State of New Jersey, County of Mercer, is as follows:

WHEREAS, the parties have a mutual need for certain machinery and equipment below described for the purposes of disposing of trees and shrubs; and

WHEREAS, the parties wish to provide for their needs jointly through the acquisition, operation and maintenance of such machinery and equipment,

NOW, THEREFORE, in consideration of these premises and the mutual covenants and other good and valuable consideration recited below, the parties agree as follows:

1. **Machinery and Equipment:** The parties have agreed to purchase, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq. and pursuant to N.J.S.A. 40A:11-10 thereof) and to operate, pursuant to the Interlocal Service Act, N.J.S.A. 40:8A-1 et seq. the following:

W.H.O. trailer mounted 12 ft. tubgrinder with knuckleboom loader together with certain supplemental equipment (hereinafter referred to as "the grinder", in the total amount of \$221,700.00.

2. **Procurement/ownership:** The Township of Lawrence shall be and is hereby designated as the agent responsible for procuring the grinder on behalf of the parties and shall receive as dedicated revenues for said purposes one-third (1/3) of the purchase price from each of the other parties within a reasonable time prior to the award of bid. Each party shall have an equal ownership interest in the grinder.

3. **Installation:** The grinder shall at all times be accessible to all parties. The initial and principal site for the grinder shall be 3701 Princeton Pike in the Township of Lawrence, subject to such movement and relocation as the parties shall deem appropriate to prevailing conditions.
4. **Operation:** Operation of the grinder shall be limited to qualified personnel of the parties, to be designated by name and title and subject to such supervision and scheduling as the parties shall agree in the manner hereinafter provided.
5. **Management plan/budget:** The parties shall confer and agree upon an operating budget and such other matters concerning the operation and maintenance of the grinder as shall be foreseeable. At the inception of this agreement and from time-to-time, each party shall designate one person to represent the party on a supervisory committee which shall have primary responsibility to oversee the management and operation of the grinder within the limitations of the budget. All decisions shall be determined by majority vote of the parties or by their committee members. Any issue arising at a committee meeting which cannot be resolved by a vote of its members shall be referred to the governing bodies for resolution. If, after a reasonable attempt to reach agreement by conferring among each other, the parties cannot resolve a matter of interpretation of the this agreement by majority vote, the matter shall be subject to resolution by an action in the Superior Court, or by a form of alternate dispute resolution to be agreed upon by the parties.
6. **Costs:** Except as agreed to by the parties, consistently with the budget established for such purposes, and in furtherance of the objectives of this agreement, the Township of Lawrence shall be responsible for transacting all day-to-day business with regard to the operation and maintenance of the grinder, such as the procurement of parts and service. Each party shall bear one third (1/3) of the costs of operation and maintenance of the grinder, regardless of usage. "Costs" shall include but not be limited to, utilities, insurance, service agreements, fuel and maintenance costs. The Township of Lawrence shall provide a quarterly statement to the parties as to costs incurred (including costs incurred or advanced by any party) and shall be entitled to receive payment of each party's share within forty-five (45) days of the report. The other parties shall have the right to require information in addition to the report prior to approving payment.
7. **Supervision:** All matters concerning management,

operation, maintenance and funding shall be referred to a supervising committee to be composed of the designees of each of the parties. The committee shall determine its own rules of procedure and resolve in accordance therewith all questions concerning this agreement and the management of the joint property; provided, that the committee shall have no power to convey or otherwise dispose of the grinder or to incur any liability in excess of the budgetary limitations. Any such proposal shall be referred, instead, to the executive administrative and governing officials of the respective parties, each of which shall consider the issue and, after consultation, adopt the appropriate measures to resolve the issue.

8. **Indemnification:** Each party shall bear full responsibility for the conduct of its personnel in all aspects of the operation and management of the grinder and shall defend, indemnify and hold harmless the other parties against claims arising therefrom. In any claim arising from a mechanical defect or malfunction of the machinery or its maintenance, no one party shall be deemed to be the host, owner or proprietor of the machinery or the site upon which it is sited for the purposes of apportioning a greater percentage of liability or responsibility on said party, such as may arise on the theory of host, or premises liability. All parties agree to put their liability carriers on notice of this agreement and to provide said carriers with a copy of the agreement.
9. **Payments:** Any payments derived from the use of the grinder shall be payable to the Township of Lawrence and shall be applied on an equal basis as a credit against operation and maintenance costs. At calendar year-end any revenue in excess of operation and maintenance costs will be divided equally among the parties, payment to be made not later than February 15th, or as otherwise agreed by the parties.
10. **Sale/Disposal:** The grinder may be sold or otherwise disposed of upon such terms as shall be agreed upon by the parties, in accordance with New Jersey law. Each party shall have the right to purchase the grinder prior to its offer for sale to any third party. After payment of any costs relating to the sale of the grinder, the proceeds of any sale shall be distributed equally among the parties.

11. **Term.** The initial term of this agreement shall be for five (5) years. However, as the equipment has an anticipated useful life of fifteen (15) years, it is the parties' intention, subject to the approval of the Director of the Division of Local Government Services to extend said agreement for two (2) additional terms of five (5) years after the expiration of the initial five (5) year term.

ATTEST:

TOWNSHIP OF LAWRENCE

Dorothea Simonelli
Dorothea Simonelli
Municipal Clerk

BY: *Richard J. Miller*
Richard J. Miller, Mayor

TOWNSHIP OF PRINCETON

Patricia C. Shuss
Patricia C. Shuss, Clerk

BY: *Michele L. Tuck*
Michele L. Tuck, Mayor

BOROUGH OF PRINCETON

Penelope S. Edwards-Carter
Penelope S. Edwards-Carter,
Clerk

BY: *Marvin R. Reed*
Marvin R. Reed, Mayor

**AMENDMENT TO INTERLOCAL SERVICE AND
JOINT PURCHASE AGREEMENT**

THIS AMENDMENT made this 25th day of Nov. , 1996 to an agreement originally entered into February 27, 1995 by and between the Township of Lawrence, Borough of Princeton and Princeton Township, all municipal corporations of the State of New Jersey, County of Mercer, is hereby amended :

Section 1. **Machinery and Equipment:** Add the following; compost\ecological facility equipment.

ATTEST:

TOWNSHIP OF LAWRENCE

Dorothea Simonelli
Dorothea Simonelli
Municipal Clerk

By: *Thomas N. Wilfrid*
Thomas N. Wilfrid, Mayor

BOROUGH OF PRINCETON

Penelope S. Edwards-Carter
Penelope S. Edwards-Carter
Municipal Clerk

By: *Marvin R. Reed*
Marvin R. Reed, Mayor

TOWNSHIP OF PRINCETON

Patricia C. Shuss
Patricia C. Shuss
Municipal Clerk

By: *Michele L. Tuck*
Michele L. Tuck, Mayor

Post-It® Fax Note 7671		Date 12-13	# of pages 3
To Peggy Whitlock		From Ted Shuss	
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

TOWNSHIP OF PRINCETON
 COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION AMENDING JOINT PURCHASING AUTHORIZATION

WHEREAS, the Princeton Township Committee previously adopted a resolution authorizing a joint purchase of a W.H.O. trailer mounted twelve foot tubgrinder with the Borough of Princeton and the Township of Lawrence; and

WHEREAS, the municipalities of the Township of Princeton, the Township of Lawrence, and the Borough of Princeton signed an Interlocal Service and Joint Purchase Agreement dated February 27, 1996, where it mutually agreed to participate in said purpose; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-10, et seq., provides for joint agreements for the purchasing of labor, materials, and supplies; and

WHEREAS, the joint purchasing agreement has resulted in cost savings and effective management of compost materials for the taxpayers of the three participating municipalities; and

WHEREAS, it is necessary to expand the aforementioned authorization for additional equipment purchases for compost/ecological facility equipment, which expansion will create additional savings for the taxpayers of the three participating municipalities.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Princeton, County of Mercer, and State of New Jersey, hereby authorize and direct that the Mayor and Clerk of said Townships and Borough enter into an amended Interlocal Service

and Joint Purchase Agreement, specifically amending Section 1 "Machinery and Equipment" with the Township of Lawrence and the Borough of Princeton for the purchase of compost/ecological facility equipment; and

BE IT FURTHER RESOLVED that the Township Clerk shall furnish a certified true copy of this resolution to the Municipal Clerks of the Township of Lawrence and the Borough of Princeton.

CERTIFICATION

I, PATRICIA C. SHUSS, Clerk of the Township of Princeton, hereby certify that the foregoing resolution was adopted by the Township Committee of the Township of Princeton at its meeting held on the 16th day of December, 1996.

PATRICIA C. SHUSS, Clerk
Township of Princeton

TOWNSHIP OF PRINCETON
COUNTY OF MERCER, STATE OF NEW JERSEY

RESOLUTION AMENDING JOINT PURCHASING AUTHORIZATION

WHEREAS, the Princeton Township Committee previously adopted a resolution authorizing a joint purchase of a W.H.O. trailer mounted twelve foot tubgrinder with the Borough of Princeton and the Township of Lawrence; and

WHEREAS, the municipalities of the Township of Princeton, the Township of Lawrence, and the Borough of Princeton signed an Interlocal Service and Joint Purchase Agreement dated February 27, 1996, where it mutually agreed to participate in said purpose; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-10, et seq., provides for joint agreements for the purchasing of labor, materials, and supplies; and

WHEREAS, the joint purchasing agreement has resulted in cost savings and effective management of compost materials for the taxpayers of the three participating municipalities; and

WHEREAS, it is necessary to expand the aforementioned authorization for additional equipment purchases for compost/ecological facility equipment, which expansion will create additional savings for the taxpayers of the three participating municipalities.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Princeton, County of Mercer, and State of New Jersey, hereby authorize and direct that the Mayor and Clerk of said Townships and Borough enter into an amended Interlocal Service

and Joint Purchase Agreement, specifically amending Section 1 "Machinery and Equipment" with the Township of Lawrence and the Borough of Princeton for the purchase of compost/ecological facility equipment; and

BE IT FURTHER RESOLVED that the Township Clerk shall furnish a certified true copy of this resolution to the Municipal Clerks of the Township of Lawrence and the Borough of Princeton.

CERTIFICATION

I, PATRICIA C. SHUSS, Clerk of the Township of Princeton, hereby certify that the foregoing resolution was adopted by the Township Committee of the Township of Princeton at its meeting held on the 16th day of December, 1996.

Patricia C Shuss
PATRICIA C. SHUSS, Clerk
Township of Princeton

Resolution No. 424-96

RESOLUTION AMENDING JOINT PURCHASING AUTHORIZATION

WHEREAS, the Township Council of the Township of Lawrence adopted Resolution No. 91-95 on February 15, 1995 authorizing a joint purchase of a W.H.O. trailer mounted twelve foot tubgrinder with the Borough of Princeton and Township of Princeton; and

WHEREAS, the municipalities of Lawrence Township, Princeton Borough and Princeton Township signed an Interlocal Service and Joint Purchase Agreement dated February 27, 1996 where it mutually agreed to participate in said purchase; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-10) provides for joint agreements for the purchasing of labor, materials and supplies; and

WHEREAS, the joint purchasing agreement has resulted in cost-savings and effective management of compost materials for the taxpayers of the three participating municipalities; and

WHEREAS, it is necessary to expand the authorization for additional equipment purchases for compost/ecological facility equipment, which expansion will create additional savings for the taxpayers of the three participating municipalities;

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lawrence, County of Mercer, State of New Jersey, hereby authorizes the Municipal Manager to enter into an amended Interlocal Service and Joint Purchase Agreement, specifically Section 1 "Machinery and Equipment", with the Borough of Princeton and Township of Princeton for purchases of compost/ecological facility equipment; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a certified copy of this resolution to the Borough of Princeton and Township of Princeton.

MUNICIPAL CLERK

MUNICIPAL CLERK

BY

MUNICIPAL CLERK