

**SHARED SERVICES AGREEMENT BETWEEN THE MUNICIPALITY OF  
PRINCETON AND THE TOWNSHIP OF MONTGOMERY FOR RESURFACING OF  
CHERRY VALLEY ROAD (TRANSCONTINENTAL PIPELINE EASEMENT TO  
GREAT ROAD / COUNTY ROUTE 601)**

**THIS SHARED SERVICES AGREEMENT** ("Agreement"), made this 24<sup>th</sup> day of April 2017, by and between the **MUNICIPALITY OF PRINCETON**, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as "**PRINCETON**") and the **TOWNSHIP OF MONTGOMERY**, a municipal corporation of the State of New Jersey, 2261 Van Horne Road (Route 206), Belle Mead, New Jersey 08502 (hereinafter referred to as "**MONTGOMERY**").

WITNESSETH;

**WHEREAS**, PRINCETON and MONTGOMERY share a common boundary along Cherry Valley Road; and

**WHEREAS**, MONTGOMERY is responsible for the maintenance (including resurfacing) of the eastern portion of Cherry Valley Road and PRINCETON is responsible for the maintenance (including resurfacing) of the western portion of Cherry Valley Road and the Transcontinental pipeline easement being the approximate dividing line; and

**WHEREAS**, MONTGOMERY participates in the Morris County Cooperative Pricing Council (Morris County Co-op) to, among other things, resurface roadways within the Township utilizing the advantageous pricing available through the Morris County Co-op; and

**WHEREAS**, Stavola Contracting Company (Stavola) currently has the milling and paving road resurfacing contract #6 with the Morris County Co-op; and

**WHEREAS**, MONTGOMERY plans to utilize Stavola's contract through the Morris County Co-op to resurface a number of Township roadways, including a portions of Cherry Valley Road from Rutgers Lane to Jefferson's Curve and from Cherry Hill Road to the Transcontinental pipeline easement, as part of its 2017 roadway improvement program; and

**WHEREAS**, the PRINCETON Engineering Department has determined that resurfacing improvements are warranted along Cherry Valley Road from the Transcontinental pipeline easement to Great Road / Somerset County Route 601; and

**WHEREAS**, PRINCETON and MONTGOMERY wish to utilize Stavola's contract through the Morris County Co-op to complete repairs on each municipality's section of the road for maintenance purposes; and

**WHEREAS**, it is the purpose of this Agreement to set forth the various duties, responsibilities and obligations of the parties herein; and

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

**WHEREAS**, PRINCETON and MONTGOMERY will adopt reciprocal Resolutions authorizing the sharing of the cost for the WORK.

**NOW, THEREFORE, IT IS AGREED** by and between PRINCETON and MONTGOMERY as follows:

1. MONTGOMERY agrees to be the lead agency and will utilize the Morris County Co-op to complete repairs on the sections of Cherry Valley Road previously mentioned.
2. PRINCETON and MONTGOMERY agree to work cooperatively during construction to determine the specific scope of work, and the limits of milling, paving and repairs to PRINCETON's section of Cherry Valley Road.
3. Upon presentation of a bill or voucher by MONTGOMERY, PRINCETON agrees to reimburse MONTGOMERY within 30 days, for the documented quantity and cost per ton of bituminous materials or per square yard of milling for repairs to PRINCETON'S section of the road up to a maximum amount of \$75,000.00. The unit costs for reimbursement shall be the unit prices from the Morris County Co-op.
3. This Agreement shall become effective upon the passage of authorizing resolutions by the PRINCETON and MONTGOMERY in accordance with the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1). This Agreement shall remain in effect until completion of all of the duties, obligations and responsibilities of the respective parties as set forth in this Agreement.
4. Each of the parties agree to indemnify and hold the other harmless against any losses, claims, damages, suit for damages for property and/or injury to and or death to persons caused by or resulting from actions or inactions of the other parties with respect to any obligations agreed to as part of this Agreement. It is agreed that MONTGOMERY shall utilize Stavola's contract through the Morris County Co-op to complete the work and that any contractors involved with the work shall provide a Certificate of Insurance which shall name the Municipality of Princeton and the Municipality of Princeton and its officers, employees, Committee, and assigns as additional insureds with minimum limits of liability to be reasonably approved by the parties.
5. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.
6. Pursuant to N.J.S.A. 40A:65-4(b), this Shared Services Agreement and a copy of the Resolution authorizing same shall be filed, for informational purposes, with the New Jersey


Division of Local Government Services, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, New Jersey 08625-0813.

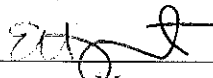
7. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined on its operation to the clause, sentence, paragraph section or part hereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and date first written above.

ATTEST:


PRINCETON, a municipal corporation of the State of New Jersey

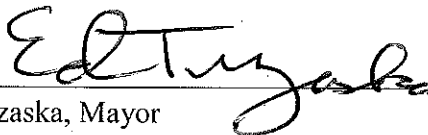
  
\_\_\_\_\_  
Kathleen Brzezynski, Clerk

By:   
\_\_\_\_\_  
Liz Lempert, Mayor

ATTEST:

TOWNSHIP OF MONTGOMERY, a municipal corporation of the State of New Jersey

  
\_\_\_\_\_  
Donna Kukla, Clerk

By:   
\_\_\_\_\_  
Ed Trzaska, Mayor



**Mayor and Council**

400 Witherspoon Street  
Princeton, NJ 08540

Meeting: 04/24/17 06:00 PM  
Department: Engineering

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**RESOLUTION 17-129**

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**Resolution Authorizing a Shared Services Agreement in the Not to Exceed Amount of \$75,000.00 with the Township of Montgomery for Resurfacing of Portions of Cherry Valley Road Within the Princeton Maintenance Area (Transcontinental Pipeline Easement to Great Road / County Route 601)**

**WHEREAS**, Cherry Valley Road serves as a boundary between Princeton, Mercer County, and the Township of Montgomery, Somerset County (Montgomery), and is in need of improvement; and

**WHEREAS**, Montgomery is responsible for the maintenance (including resurfacing) of the eastern portion of Cherry Valley Road and Princeton is responsible for the maintenance (including resurfacing) of the western portion of Cherry Valley Road and the Transcontinental pipeline easement being the approximate dividing line; and

**WHEREAS**, Montgomery participates in the Morris County Cooperative Pricing Council (Morris County Co-op) to, among other things, resurface roadways within Montgomery utilizing the advantageous pricing available through the Morris County Co-op; and

**WHEREAS**, Stavola Contracting Company currently has the milling and paving road resurfacing contract #6 with the Morris County Co-op; and

**WHEREAS**, Montgomery plans to utilize Stavola's contract through the Morris County Co-op to resurface a number of Township roadways, including a portions of Cherry Valley Road from Rutgers Lane to Jefferson's Curve and from Cherry Hill Road to the Transcontinental pipeline easement, as part of its 2017 roadway improvement program; and

**WHEREAS**, the Princeton Engineering Department has determined that resurfacing improvements are warranted along Cherry Valley Road from the Transcontinental pipeline easement to Great Road / Somerset County Route 601; and

**WHEREAS**, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

**WHEREAS**, Princeton and Montgomery will adopt reciprocal Resolutions authorizing the sharing of the cost for the work.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of Princeton as follows:

1. The Mayor and Clerk of Princeton are hereby authorized and directed to enter into an Shared Services Agreement with the Township of Montgomery for the milling and resurfacing of Cherry Valley Road for a cost not to exceed \$75,000.00. The Agreement authorized by this Resolution is on file in the office of the Municipal Clerk and may be inspected during regular office hours.

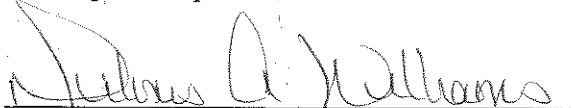
2. This Resolution shall take effect upon the adoption of a reciprocal Resolution by the Township of Montgomery.

3. Pursuant to N.J.S.A. 40A:66-4 et seq., a copy of this Resolution and the Agreement hereby authorized shall be authorized to the New Jersey Department of Community Affairs, Division of Local Government Services and to the Clerk of the Township of Montgomery,

Somerset County, New Jersey upon its adoption.

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Ms. Butler		X			X			
Ms. Crumiller		X	X		X			
Ms. Howard		X		X	X			
Mr. Liverman	X							
Mr. Miller		X			X			
Mr. Quinn		X			X			
Mayor Lempert		X						

I, Delores A. Williams, Deputy Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held April 24, 2017.

  
 Delores A. Williams, Deputy Municipal Clerk

**ATTACHMENTS:**

- Shared Services Agreement Memo (DOCX)
- 2017 Shared Services Agmt with MT (DOCX)

**RESOLUTION #17-4-105 - AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE MUNICIPALITY OF PRINCETON AND THE TOWNSHIP OF MONTGOMERY FOR RESURFACING OF CHERRY VALLEY ROAD - (Transcontinental Pipeline to County Route 601)**

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WHEREAS, The Municipality of Princeton and the Township of Montgomery share a common boundary along Cherry Valley Road; and

WHEREAS, Montgomery is responsible for the maintenance (including resurfacing) of the eastern portion of Cherry Valley Road and Princeton is responsible for the maintenance (including resurfacing) of the western portion of Cherry Valley Road and the Transcontinental Pipeline being the approximate dividing line; and

WHEREAS, Montgomery participates in the Morris County Co-op to, among other things, resurface roadways within the Township utilizing the advantageous pricing available through the co-op; and

WHEREAS, Stavola Contracting Company (Stavola) currently has the milling and paving contract with the Morris County Co-op; and

WHEREAS, Montgomery plans to utilize Stavola's contract through the co-op to resurface a number of Township roadways, including a portions of Cherry Valley Road from Rutgers Lane to Jefferson's Curve and from Cherry Hill Road to the Transcontinental Pipeline, as part of its 2017 roadway improvement program; and

WHEREAS, The Princeton Engineering Department has determined that resurfacing improvements are warranted along Cherry Valley Road from the Transcontinental pipeline to Somerset County Route 601; and

WHEREAS, Princeton and Montgomery wish to utilize Stavola's contract through the Morris County Co-op to complete repairs on each municipality's section of the road for maintenance purposes; and

WHEREAS, It is the purpose of this Agreement to set forth the various duties, responsibilities and obligations of the parties herein; and

WHEREAS, The New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 authorizes and encourages local government units to join together to provide services in such a fashion so as to reduce expenses to taxpayers; and

WHEREAS, Princeton and Montgomery will adopt reciprocal Resolutions authorizing the sharing of the cost for the work.


NOW, THEREFORE, BE IT RESOLVED By the Township Committee of the Township of Montgomery as follows:

1. Montgomery agrees to be the lead agency and will utilize the Morris County co-op to complete repairs on the sections of Cherry Valley Road previously mentioned.
2. Princeton and Montgomery agree to work cooperatively during construction to determine the specific scope of work, and the limits of milling, paving and repairs to Princeton's section of Cherry Valley Road.
3. Upon presentation of a bill or voucher by Montgomery, Princeton agrees to reimburse Montgomery within 30 days, for the documented quantity and cost per ton of bituminous materials or per square yard of milling for repairs to Princeton's section of the road up to a maximum amount of \$75,000.00. The unit costs for reimbursement shall be the unit prices from the Morris County co-op.
4. This Agreement shall become effective upon the passage of authorizing resolutions by the Princeton and Montgomery in accordance with the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1). This Agreement shall remain in effect until completion of all of the duties, obligations and responsibilities of the respective parties as set forth in this Agreement.

5. Each of the parties agree to indemnify and hold the other harmless against any losses, claims, damages, suit for damages for property and/or injury to and or death to persons caused by or resulting from actions or inactions of the other parties with respect to any obligations agreed to as part of this Agreement. It is agreed that Montgomery shall utilize Stavola's contract through the Morris County Co-op to complete the work and that any contractors involved with the work shall provide a Certificate of Insurance which shall name the Municipality of Princeton and the Municipality of Princeton and its officers, employees, Committee, and assigns as additional insureds with minimum limits of liability to be reasonably approved by the parties.
6. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto.
7. Pursuant to N.J.S.A. 40A:65-4(b), this Shared Services Agreement and a copy of the Resolution authorizing same shall be filed, for informational purposes, with the New Jersey Division of Local Government Services, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, New Jersey 08625-0813.
8. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined on its operation to the clause, sentence, paragraph section or part hereof, directly involved in the controversy in which such judgment shall have been rendered.

CERTIFICATION  
I HEREBY CERTIFY THE ABOVE TO BE A  
TRUE COPY OF A RESOLUTION ADOPTED BY THE  
TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
MONTGOMERY AT A MEETING HELD

April 20, 2017

  
Township Clerk