

**MAYOR and COUNCIL of the
BOROUGH of HO-HO-KUS
BERGEN COUNTY, NEW JERSEY**

Resolution No. 14-61

Subject: Interlocal Waldwick Asphalt Patcher

Dated: Mar 25, 2014

THIS AGREEMENT, entered into on this 25th day, 2014 by the Borough of Waldwick and the Borough of Ho-Ho-Kus for the use and maintenance of a 4-Ton Falcon RME Asphalt Hot Patcher Trailer;

WHEREAS, NJSA 40A:65-4 provides that any local unit may enter into an agreement within any other unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, all parties involved shall share the capital cost and maintenance cost for the Asphalt Hot Patcher Trailer; and

WHEREAS, the parties wish to memorialize this Agreement as follows:

The Borough of Waldwick shall pay 50% and the Borough of Ho-Ho-Kus shall pay 50% of the original capital costs incurred to purchase the Asphalt Hot Patcher Trailer; and

The equipment shall be garaged and maintained by the Borough of Waldwick. Waldwick and Ho-Ho-Kus shall have the right to utilize the Asphalt Hot Patcher Trailer on an as needed basis, first come first reserved basis, as available per the schedule. Ho-Ho-Kus shall notify Waldwick no later than seventy-two (72) hours prior to their requested use date. The equipment when picked up by Ho-Ho-Kus for its use will have been cleaned, the hopper empty and will have a full tank of fuel. When returned to Waldwick it is to be in the same condition as it was picked up. Each town's use of the equipment shall be limited to five consecutive business days, so to facilitate sharing of the equipment. On those occasions whereby Ho-Ho-Kus has the equipment overnight they shall house the equipment at their garage facility.

Waldwick shall be responsible for keeping a log regarding the usage of said equipment as well as all routine repair and maintenance cost. Waldwick shall pay the repair and maintenance cost and be reimbursed by Ho-Ho-Kus. Waldwick shall provide documentation for the repair and maintenance cost to Ho-Ho-Kus. Routine repair and maintenance cost shall be split 50% by the Borough of Waldwick and 50% by the Borough of Ho-Ho-Kus. Said payments will be made to Waldwick within 60 days of submittal of the request for reimbursement.

Each individual Municipality shall be solely responsible for any and all theft and/or damage, other than routine maintenance, which shall occur while the equipment is being utilized or in the possession of said individual Municipality. The cost associated with any theft and/or damage, outside the routine maintenance costs, shall be borne solely by the individual Municipality. The equipment will be listed on the insurance of the Borough of Waldwick.

This Agreement shall renew on an annual basis unless notice is given by one party to the other ninety days prior to renewal. If one party to the Agreement exercises their notice to cancel, then the entire contract shall be void and either party to this Agreement may offer to buy out the other's share at an agreed to depreciated capital cost value of the equipment.

In the event of any disputes in regard to costs associated with repair and maintenance, as well as those costs not deemed routine, shall be made through binding arbitration, with a retired Bergen County Superior Court Judge.

Authorizing Resolutions of the parties hereto are attached and incorporated herein by reference.

THEREFORE AND IN WITNESS THEREOF, both parties have caused this Agreement to be signed by their duly authorized officers and their municipal seals to be hereunto affixed.

ATTEST:

Borough of Waldwick

By: _____

ATTEST:

Borough of HoHoKus

By: _____

I, Laura Borchers, Clerk of the Borough of Ho-Ho-Kus, Bergen County, New Jersey do hereby certify the above to be a true copy of a resolution adopted by the Mayor and Council on March 25, 2014

	Moved	Second	Ayes	Nays	Absent	Abstain
Mayor Randall						
Councilmember Troast	X		X			
Councilmember Lennon			X			
Councilmember Shea			X			
Councilmember Rorty		X	X			
Councilmember Weiss			X			
Councilmember Shell			X			