### SHARED SERVICE AGREEMENT FOR USE, MAINTENANCE AND STORAGE OF STREET SWEEPER

This Agreement is entered into this 12th day of November 2025 between

BOROUGH OF TINTON FALLS, a Municipal Corporation of the State of New Jersey with offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724 hereinafter referred to as "Tinton Falls"; and

BOROUGH OF EATONTOWN, a Municipal Corporation of the State of New Jersey with offices located at 47 Broad Street, Eatontown, New Jersey 07724 hereinafter referred to as "Eatontown".

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., Tinton Falls and Eatontown are desirous of entering into a Shared Service Agreement for the use, maintenance and storage of a street sweeper, with each municipality being entitled to use the street sweeper on a shared basis; and

WHEREAS, each of the municipalities are in need of the subject vehicle and find it more economical to share in the responsibility of the continued use, maintenance and storage of said vehicle, as well as the shared use of the vehicle in the future.

NOW, THEREFORE, Tinton Falls and Eatontown agree as follows:

- 1. Eatontown agrees to continue the storage of the subject vehicle on property owned by Eatontown or such other location as may be deemed appropriate by Eatontown. All costs for the storage and maintenance of the subject vehicle by Eatontown shall be equally divided between the parties and Eatontown shall provide Tinton Falls with information and/or documentation to substantiate any costs of maintenance and storage so incurred.
- 2. All maintenance for the vehicle, which is subject to this Agreement, shall be managed by Eatontown provided, however, that any maintenances costs in excess of \$5,000.00 per annum shall not be incurred without proper consultation and consent of Tinton Falls. Maintenance costs, including the cost of parts, ordinary and necessary repairs and maintenance and operation of the subject vehicle in question shall be subject to the same provisions.
- 3. Eatontown and Tinton Falls shall continue to confer and agree upon the use of the subject vehicle and agree to cooperate with regard to equalizing the use of this equipment to the best of the ability of the parties.
- 4. Eatontown agrees that it shall be responsible for maintaining all records in regard to the purchase of the subject vehicle in question, as well as any and all maintenance/repair records and agrees to provide Tinton Falls with cost of all such records within 10 days of the receipt of same by Eatontown.
- 5. The parties shall continue this Agreement for a period of three (3) years commencing on <u>December 1, 2025</u> and terminating <u>November 20, 2028</u>, in which case the parties will reconsider continuation of the Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.

ATTECT (ASS: C. I)	BOROUGH OF TINTON FALLS
ATTEST: (Affix Seal)	
Michelle Hutchinson, RMC	Risa Clay
Municipal Clerk	Mayor
	BOROUGH OF EATONTOWN
ATTEST: (Affix Seal)	
Vollker Myall	
Kathleen Muscillo	Anthony Talerico, Jr.
Deputy Clerk	Mayor

Mayor ANTHONY TALERICO, JR.

Council
VIRGINIA M. EAST, President
DANIELLE M. JONES
MEIR ARAMAN
CARL LAWSON
CANDACE M. FAUST
MARIA GRAZIA ESCALANTE



# BOROUGH OF EATONTOWN OFFICE OF THE BOROUGH CLERK

WILLIAM P. LUCIA III

**Borough Administrator** 

Deputy Borough Clerk KATHLEEN MUSCILLO

Borough Attorney
ANDREW BAYER

Borough Engineer EDWARD HERRMAN

REG'D BOROUGH CLERN NOV 14 2025 PHOS: 11

November 14, 2025

Phone: 732-389-7601

Address: 47 Broad Street

Michelle Hutchinson, Borough Clerk Borough of Tinton Falls 556 Tinton Avenue Tinton Falls, NJ 07724

Eatontown, New Jersey 07724

RE: STREET SWEEPER SHARED SERVICE AGREEMENT

Dear Ms. Hutchinson:

Please find enclosed two partially executed copies of the above noted agreement. Also enclosed is the resolution authorizing the Borough of Eatontown to enter into the agreement. Please return one fully executed copy of the contract at your earliest convenience.

Sincerely,

Deputy Borough Clerk

Encs.

#### **RESOLUTION 256-2025**

### BOROUGH OF EATONTOWN COUNTY OF MONMOUTH, STATE OF NEW JERSEY

## AUTHORIZING SHARED SERVICE AGREEMENT FOR THE MAINTENANCE, USE AND STORAGE OF A STREET SWEEPER WITH THE BOROUGH OF TINTON FALLS

WHEREAS, pursuant to the Shared Service Agreement N.J.S.A. 40:8-1 et seq., Tinton Falls and Eatontown are desirous of having a Shared Service Agreement between the municipalities for the use, maintenance and storage of a Street Sweeper, with each municipality being entitled to the use of the Street Sweeper on a shared basis; and

WHEREAS, each of the municipalities agree to share the responsibility for the continued maintenance, storage and use of such vehicle as well as sharing in the use of such vehicle; and

WHEREAS, by Resolution of August 14, 2013, the Borough of Eatontown was authorized to purchase a 2013 or newer 6 Wheel Single Engine Broom Street Sweeper with Cleated Belt Type Conveyor under the Public Contract Law and the Shared Service Agreement anticipated with the Borough of Tinton Falls paying for one-half of the contract price for the Street Sweeper and that Eatontown will continue to store the subject vehicle on Eatontown property, but that all costs for the storage and maintenance of the subject vehicle by Eatontown shall be divided between the parties and both parties shall coordinate the use of the vehicle for a period of three years.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Eatontown hereby authorizes the Mayor to execute a Shared Service Agreement for the maintenance, storage and use of one 2013 or newer 6 Wheel Single Engine Broom Street Sweeper with Cleated Belt Type Conveyor with the Borough of Tinton Falls, allowing the Borough of Eatontown to continue to maintain and store the aforesaid vehicle and Tinton Falls reimbursing the Borough of Eatontown for fifty percent (50%) of the cost of maintenance, storage and use; though the total maintenance costs shall not exceed Five Thousand Dollars (\$5,000.00) without obtaining prior consultation and consent of the Borough of Tinton Falls as well as the Borough Council of the Borough of Eatontown; and

BE IT FURTHER RESOLVED that the aforesaid Agreement, a true copy of which is attached hereto and made a part hereof as Exhibit "A," shall also provide that the Borough of Eatontown shall be responsible for maintaining all records in connection with the purchase and maintenance and/or repair of the subject vehicle, and will provide Tinton Falls with copies of such cost records within ten (10) days of receipt by Eatontown; and

BE IT FURTHER RESOLVED that this Agreement shall continue for a three (3) year period, at which time the parties will reconsider continuation of the Agreement.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT	CERTIFICATION  I, Kathleen Bodoh, Deputy Borough Clerk of the Borough of Eathertown do hereby certify this to be a true and exact copy of a resolution adopted by
Council President East	X		Х				the Governing Body of the Borough of Eatontown, County of Monadouth State of New Jersey at a regular meeting held on November 12, 12, 125
Councilmember Jones			Х				State of New Jersey at a regular meeting neighbor (November 42 avec)
Councilmember Araman		i	Х				
Councilmember Lawson		х	Х				
Councilmember Faust			Х	T		1	
Councilmember Escalante			Х				Hithler Produce
Mayor Talerico					1 -		Kathleen Bodoh, Deputy Bordugh Clerk