

**SHARED SERVICE AGREEMENT FOR
USE, MAINTENANCE AND STORAGE OF FORESTRY (BUCKET TRUCK)**

This Agreement is entered into on this 23rd day of April, 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, NJ 07724 hereinafter referred to as "Borough".

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., Tinton Falls and Eatontown entered into a Shared Service Agreement on January 16, 2002, for the purchase, maintenance and storage of a forestry truck with each municipality being entitled to use the truck on a shared basis and it is desirous to continue the aforesaid Agreement; and

WHEREAS, at the time of purchase Tinton Falls had purchased the vehicle in question, specifically one (1) 2002 Sterling M7500 from Meadowland Ford, 330 Country Avenue, Secaucus, New Jersey 07096 for the sum of \$109,993.00 and the Borough of Eatontown had reimbursed Tinton Falls fifty (50%) percent of the purchase price within twenty (20) days of the execution of the original Agreement between the two municipalities entered on January 16, 2002; and

WHEREAS, each of the municipalities is in need of the vehicle previously purchased and agrees to share in the responsibility for the continued maintenance and storage of such vehicle as well as the shared use of such vehicle.

NOW, THEREFORE, in consideration of the promises and covenants agreed upon between Tinton Falls and Eatontown the parties hereby agree as follows:

1. Tinton Falls agrees to continue storage of the vehicle on the property owned by the Borough of Tinton Falls or such other location as may be deemed appropriate by the Borough of Tinton Falls. Any costs incurred by the Borough of Tinton Falls in connection with said storage shall continue to be equally divided between the parties and Tinton Falls shall provide Eatontown with information and/or documentation to substantiate any costs so incurred.
2. All maintenance for the vehicle, which is subject to this Agreement shall be managed by the Borough of Tinton Falls provided, however, that any maintenance costs in excess of \$5,000.00 per annum shall not be incurred without the prior consultation and consent of Eatontown. Maintenance costs including the cost of parts, ordinary and necessary repairs and maintenance as well as any extra-ordinary costs incurred in connection with the maintenance and operation of the vehicle in question, shall be subject to the same provisions.

3. Tinton Falls and Eatontown shall continue to confer and agree upon the use of the forestry truck and agree to cooperate with regard to equalizing the use of this equipment to the best of the ability of the parties.
4. Tinton Falls agrees that it shall be responsible for maintaining all records in regard to prior purchase of the vehicle in question as well as any and all maintenance/repair records and agrees to provide Eatontown with the cost of all such records within ten (10) days of the receipt of same by Tinton Falls.
5. The parties shall continue this Agreement for a period of three (3) years commencing June 1, 2025, and terminating May 31, 2028, 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.

ATTEST: (Affix Seal)

BOROUGH OF TINTON FALLS

Michelle Hutchinson, Borough Clerk


Risa Clay, Mayor

ATTEST: (Affix Seal)

BOROUGH OF EATONTOWN



Julie Martin, Borough Clerk



Anthony Talerico, Jr., Mayor