

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

RESOLUTION #23-220

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF
UNDERSTANDING BETWEEN SCOTT TAYLOR AND THE TOWNSHIP OF
HOPEWELL, MERCER COUNTY**

BE IT RESOLVED, by the Township Committee of the Township of Hopewell, that the mayor be authorized to sign a Memorandum of Understanding between Scott Taylor of 95 Fiddlers Creek Road, Titusville, NJ and the Township of Hopewell for the mowing of 40 acres of the property known as 218 Washington Crossing-Pennington Road, Titusville, NJ (Block 93, Lot 3.03).

Date Adopted: June 12, 2023

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 12th day of June, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, RMC, CMR
Municipal Clerk

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN SCOTT TAYLOR AND
THE TOWNSHIP OF HOPEWELL**

This Memorandum of Understanding (“MOU”), dated the 12th day of June, 2023, between **Scott Taylor, 95 Fiddlers Creek Road, Titusville, NJ 08560 and Township of Hopewell, a municipal corporation of the State of New Jersey, with principal offices located at 201 Washington Crossing-Pennington Road, Titusville, NJ 08560-1410 (“Township”).**

WHEREAS, the Township is the owner of a certain property known as 218 Washington Crossing-Pennington Road, Titusville, NJ 08560, (Block 93, Lot 3.03) and,

WHEREAS, the property is 168.63 acres; and,

WHEREAS, Scott Taylor and the Township wish enter into a Memorandum of Understanding (MOU) on June 12, 2023 for the mowing of 40 acres on the property; and,

WHEREAS, Scott Taylor quoted zero (0) dollars for mowing; and,

WHEREAS, the quote is under the quote threshold; and,

WHEREAS, in exchange for mowing, Scott Taylor shall store mowing equipment on the property; and,

NOW, THEREFORE, in exchange of good and valuable consideration, the parties hereto agree as follows:

1. Scott Taylor shall mow the 40 acres twice a year, once in the spring and once in the fall.
2. The Township shall allow Scott Taylor to store mowing equipment on the property.
3. Scott Taylor, its subcontractors and employees, agree to defend, indemnify and hold harmless the Township, its agents, officials, representatives and employees, against any claims to person or property, causes of action, costs, expenses (including attorney’s fees) arising from or in connection with the use of the Property excluding claims arising solely from the negligence of Township agents, officials, representatives and employees.
4. Scott Taylor, its subcontractors and employees, shall provide satisfactory proof of insurance, with required coverage amounts, including statutory workers compensation coverage and vehicle coverage. The Township shall be named as an additional insured on said insurance certificates.

5. Scott Taylor shall remove all equipment, garbage and debris from the 40 acres at the conclusion of the term of this MOU.
6. There shall be no (\$0) charge to the Township for mowing.
7. This MOU may be amended, supplemented or revised only in writing which has been duly authorized by the parties and signed by the proper authorized representatives thereof.
8. Termination. The term of this agreement shall be from June 12, 2023 through December 31, 2024. Notwithstanding the term of the agreement as set forth herein, either party may terminate this agreement upon sixty (30) days written notice to the other party.
9. The laws of the State of New Jersey shall govern this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed the day and year aforesaid.

WITNESS:

Scott Taylor

By: _____

Dated: _____

Dated: _____

WITNESS:

TOWNSHIP OF HOPEWELL

Katherine Fenton-Newman
Municipal Clerk

By: _____
Michael Ruger, Mayor

Dated: _____

Dated: _____