

RESOLUTION NO. 2024-11

**RESOLUTION OF THE BORDENTOWN SEWERAGE
AUTHORITY, IN THE COUNTY OF BURLINGTON, NEW
JERSEY AUTHORIZING THE PURCHASE OF A KUBOTA
TRACTOR THROUGH EDUCATIONAL SERVICES
COMMISSION OF NEW JERSEY CO-OP**

WHEREAS, the Bordentown Sewerage Authority ("Authority") is an approved member of Educational Services Commission of New Jersey Co-op ("ESCNJ"); and

WHEREAS, the Authority wishes to purchase Kubota tractor model LX3520HSD to replace John Deere tractor model 955; and

WHEREAS, Cherry Valley Tractor Sales, 35 Route 70 West, Marlton, New Jersey, 08053 has ESCNJ Co-op Bid No.: ESCNJ 22/23-12 (Grounds Equipment), for one (1) Kubota 4WD Tractor w/foldable ROPS 35HP HST Transmission model LX3520HSD tractor with options listed on the attached quote for \$31,715.80; and

WHEREAS, the Authority's Executive Director recommends the purchase of the tractor; and

WHEREAS, the purchase of the tractor is permitted with approved cooperative purchasing membership under 40A:11-11(5).

NOW, THEREFORE, BE IT RESOLVED BY THE BORDENTOWN SEWERAGE AUTHORITY, IN THE COUNTY OF BURLINGTON, NEW JERSEY, THAT:

1. The purchase of one (1) Kubota 4WD Tractor w/foldable ROPS 35HP HST Transmission model LX3520HSD tractor under the ESCNJ Co-op Bid No.: ESCNJ 22/23-12 (Grounds Equipment), is hereby authorized in the amount of \$31,715.80 from Cherry Valley Tractor Sales of Marlton, New Jersey.

2. I hereby certify that funds are available in the amount of \$31,715.80.

BORDENTOWN SEWERAGE AUTHORITY

Daniel Hornickel

Daniel Hornickel, Treasurer

By: *M. Ellen Gulbinsky*

M. Ellen Gulbinsky, Chairwoman

I hereby certify that the above resolution was duly adopted by the Bordentown Sewerage Authority on January 16, 2024.

By: *Aneka Miller*

Aneka Miller, Secretary of the Authority

Exhibit "A"

CHERRY VALLEY Tractor Sales

35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #609-304-9537

To: Bordentown Twp Sewerage
954 Farnsworth Ave
Bordentown NJ 08505

Attn: Chuck
Tel: 609-291-9105
Cell:

Email: chuck@bordentownsa.org

Date	1/5/2024
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Your Location
To Be Shipped Via	
Salesman	Hank Hampton

Quantity		Total
1	LX3520HSD Kubota 4wd Tractor w/Foldable ROPS 35Hp, HST Transmission	\$ 26,760.00
1	ABR8742/ABR8744 Turf Tire Set	\$ 1,482.00
1	ESCNJ Discount B Series 20%	\$ (5,648.40)
1	LX2972 Hydraulic Angle Blade 72"	\$ 2,346.00
1	LX6971 Quick Hitch And Sub Frame	\$ 1,751.00
1	LX6986 Chassis Reinforcement Kit Required w/ No Loader	\$ 299.00
1	RC72-30BC Mid Mount 72" Three Blade Finish Mower	\$ 4,336.00
14	ESCNJ Discount B Series Parts & Accessories	\$ (1,309.80)
1	Labor	\$ 1,700.00
Please note terms and conditions on Page 2		\$31,715.80



The Educational Services Commission of New Jersey Thank you for the opportunity
New Jersey State Approved Co-Op#: 65MCESCCPS

Bid# ESCNJ 22/23-12 (Grounds Equipment)

Hank Hampton

TERMS AND CONDITIONS

- Sale is not final until this purchase order is signed by Seller and Buyer.
- No Warranties Express or Implied: Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- Manufacturer's Price Increase: Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- Delays in Delivery: Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.
- No Modification Unless in Writing: Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- Choice of Law and Forum: In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- Attorney's Fees: In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
35 West Route 70
Marlton, NJ, 08053
www.cherryvalleytractor.com