

**DIVISION OF LOCAL GOVERNMENT SERVICES**

**SHARED SERVICES AGREEMENT**

**COVER SHEET**

PROVIDER: Florence Township

COUNTY: Burlington

RECIPIENT: Fieldsboro

COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

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***RESOLUTION NO. 2015-63  
APPROVE SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF FIELDSBORO  
FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)***

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EFFECTIVE DATE: 2-18-15

EXPIRATION DATE: 12-31-15

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**RESOLUTION NO. 2015-63**

**APPROVE SHARED SERVICES AGREEMENT WITH  
THE BOROUGH OF FIELDSBORO  
FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)**

WHEREAS, beginning in 2012, every municipality in New Jersey is required by State law to prepare mandatory Recycling Tonnage Reports that must be approved and signed by a Certified Recycling Professional (CRP) and filed electronically with the NJDEP; and

WHEREAS, the Borough of Fieldsboro does not have a Certified Recycling Professional at this time and therefore, must enter into a Shared Services Agreement with a municipality who will provide those services; and

WHEREAS, Thomas A. Sahol of the Township of Florence does possess the necessary qualifications to file the annual Recycling Tonnage Report on behalf of the Borough of Fieldsboro.

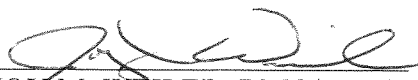
NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Florence, County of Burlington, State of New Jersey that it hereby authorizes a shared services agreement with the Borough of Fieldsboro for the purpose of providing a Certified Recycling Professional (CRP) as mandated for their filing of the annual Recycling Tonnage Reports.

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I, JOY M. WEILER, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their February 18, 2015 meeting.

  
JOY M. WEILER, RMC/MMC  
Township Clerk

*Note: This Resolution approves sharing services with Fieldsboro.*

Mayor Hansell requests Council to offer advice and consent to the appointment of Thomas A. Sahol as Certified Recycling Professional under a Shared Services Contract with Florence Township.

**BOROUGH OF FIELDSBORO  
RESOLUTION 2015-24  
RESOLUTION APPOINTING A MUNICIPAL CERTIFIED RECYCLING PROFESSIONAL**

**WHEREAS**, Borough of Fieldsboro Ordinance No. 2001-4 amended Title 65 of the Municipal Code and adopted Chapter 66 of the Code of the Borough of Fieldsboro entitled "Recycling".

**WHEREAS**, Section 66:14 of the Code of the Borough of Fieldsboro, as amended by Borough of Fieldsboro Ordinance No.2001-4 which provides that a Municipal Recycling Coordinator and/or the local Code Enforcement Official shall be appointed by the Mayor.

**WHEREAS**, the Recycling Coordinator requires a Certified Recycling Professional to Authorize and submit documentation and to submit various reports and grant applications.

**WHEREAS**, N.J.S.A. 40A:60-5 provides that the mayor shall nominate and with the advice and consent of council, appoint all subordinate officers of the Borough, unless the specific terms of the general law clearly require a different appointment procedure;

**WHEREAS**, the Mayor makes the appointment of Thomas A. Sahol who has the appropriate certifications as Municipal Recycling Professional pursuant to a Shared Services Contract with Florence Township.

**WHEREAS**, the council offers its advice and consent to the appointments

**NOW THEREFORE, BE IT RESOLVED BY** the Borough Council of the Borough of Fieldsboro as follows:

1. That the following appointments be approved pursuant to a shared services contract between the Borough of Fieldsboro and Florence Township.

Certified Recycling Professional: Thomas A. Sahol

**Motion: Marsh**

**Second: Lynch**

**Ayes: Telford, D. Weber, Lynch, Norcross, A. Weber, Marsh**

**Nays: None**

**Abstentions: None**


**Absent: None**

Date: March 11, 2015

ATTEST:

  
PATRICE M. HANSELL, RMC  
Municipal Clerk

BOROUGH OF FIELDSBORO

  
DAVID R. HANSELL,  
Mayor

## **SHARED SERVICES AGREEMENT**

**by and between**

**THE TOWNSHIP OF FIELDSBORO**

**and**

**THE TOWNSHIP OF FLORENCE**

(Certified Recycling Professional)

This Shared Services Agreement is entered into by and between the Township of Fieldsboro, a public body corporate and politic, with its principal office located at 204 Washington Street, Fieldsboro, New Jersey 08505, (hereinafter "Fieldsboro"), and the Township of Florence, with its principal office located at 711 Broad Street, Florence, New Jersey 08518, (hereinafter "Florence");

WHEREAS, beginning 2012 every municipality in New Jersey is required by State law to prepare mandatory Annual Recycling Tonnage Reports that must be approved and signed by a Certified Recycling Professional (hereinafter "CRP"). Those Recycling Tonnage Reports must then be submitted electronically to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel computer software structure that is provided by the Department; and

WHEREAS, the Township of Florence employs a CRP for the preparation of its own Annual Recycling Tonnage Reports, and the Township of Fieldsboro currently does not employ its own CRP, and the Townships of Florence and Fieldsboro desire to enter into a shared services agreement whereby the

Florence CRP will oversee the work of the Fieldsboro Township Recycling Coordinator in the preparation and submission of Fieldsboro's Annual Recycling Tonnage Report, at no additional cost to either Township;

WHEREAS, the Townships of Fieldsboro and Florence are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Townships of Fieldsboro and Florence are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement ("Shared Services") are those of the Certified Recycling Professional of the Township of Florence, which the Township of Florence will provide to the Township of Fieldsboro in order to oversee the work of the Fieldsboro Township Recycling Coordinator in the preparation of Fieldsboro's annual Municipal Recycling Tonnage Report required by the New Jersey Department of Environmental Protection.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, Florence shall be considered the party performing the Shared Services, and Fieldsboro shall be considered the party on whose behalf the Shared Services are being performed.

2.02 Thomas A. Sahol, the CRP for Florence, will be responsible for overseeing the work of the Recycling Coordinator for Fieldsboro during his/her preparation of Fieldsboro's mandatory annual Municipal Recycling Tonnage Report, as provided in the Burlington County Solid Waste Management Plan, and as required by the New Jersey Department of Environmental Protection. Mr. Sahol will also sign the Tonnage Report for the Township of Fieldsboro.

2.03 Responsibility for the accuracy of all tonnage and materials reported for Fieldsboro, and for the response to any audit by NJDEP over the contents of Fieldsboro's Report, lies with the designated Recycling Coordinator

of Township of Fieldsboro, who is the preparer of the Recycling Tonnage Report for purposes of this Agreement.

2.04 Fieldsboro shall retain the relevant documentation that it compiles for purposes of preparing each annual Recycling Tonnage Report for a period of five years, or as otherwise required by law.

### 3. ESTIMATED COST OF SERVICES

3.01 The total estimated cost for the Shared Services that are the subject of this Agreement is \$ ZERO DOLLARS (i.e., no cost to either Township).

### 4. DURATION OF AGREEMENT.

4.01. The term of this Agreement shall commence on the last date when this Agreement is executed by the parties below, and shall be renewable on an annual basis, beginning one year from the last date when this Agreement is executed by the parties below.

### 5. AGENCY

6.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, Florence shall be considered the general agent of Fieldsboro. Florence has full powers of performance of the Shared Services, and has full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by Fieldsboro, on whose behalf Florence acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement.

### 6. MODIFICATIONS


6.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

### 7. RESOLUTION TO ENTER AGREEMENT

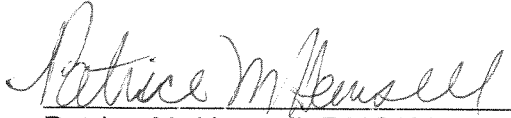
7.01 The parties acknowledge that Fieldsboro is entering into this Agreement by the adoption of Resolution 2015-24, and that Florence is entering into this Agreement by the adoption of Resolution 2015-63. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

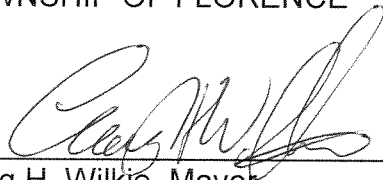
TOWNSHIP OF FIELDSBORO

By:   
David R. Hansell, Mayor


ATTEST:

  
Patrice M. Hansell, RMC/CMR  
Municipal Clerk

TOWNSHIP OF FLORENCE

By:   
Craig H. Wilkie, Mayor

ATTEST:

  
Joy M. Weiler, RMC/MMC  
Township Clerk