

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: East Greenwich Township COUNTY: Gloucester

RECIPIENT: Borough of Paulsboro COUNTY: Gloucester

**BRIEF DESCRIPTION OF SERVICE:**

*Zoning Officer Services*

EFFECTIVE DATE: January 1, 2015

EXPIRATION DATE: December 31, 2015

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 #46.15**

**RESOLUTION OF THE BOROUGH OF PAULSBORO  
AUTHORIZING THE APPOINTMENT OF RONALD MERTZ  
AS ZONING OFFICER FOR THE BOROUGH OF PAULSBORO  
AND AUTHORIZING THE BOROUGH OF PAULSBORO  
TO ENTER INTO A SHARED SERVICES AGREEMENT  
PURSUANT TO N.J.S.A. 40A:65-1, *et seq.* WITH THE  
TOWNSHIP OF EAST GREENWICH FOR PROVIDING TO  
THE BOROUGH OF PAULSBORO ZONING OFFICER SERVICES**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* authorizes municipalities to engage in shared services agreements; and

**WHEREAS**, the Borough of Paulsboro is in need of the services of a Zoning Officer to among other things enforce its zoning laws, make inspections and otherwise perform those types of services typically done by the Zoning Officer; and

**WHEREAS**, Ronald Mertz has the requisite knowledge, experience and educational background to provide Zoning Officer services to the Borough of Paulsboro; and

**WHEREAS**, the terms and conditions for the providing of these services are reflected in the Shared Services Agreement between the municipalities attached to this Resolution; and

**WHEREAS**, each of the municipalities deem this agreement to be in the mutual public interest and result in substantial savings for taxpayers; and

**WHEREAS**, the commencement date of this appointment shall be January 1, 2015 ending on December 31, 2015; and

**WHEREAS**, the Borough of Paulsboro shall pay to the Township of East Greenwich the 2015 salary as reflected in the Borough of Paulsboro's salary ordinance for the position of Zoning Officer;

**WHEREAS**, the Chief Financial Officer certifies that funds are available for this purpose.

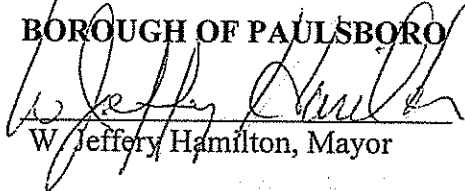
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Paulsboro, County of Gloucester and State of New Jersey on the 6<sup>th</sup> day of January, 2015, that Ronald Mertz is herein appointed Zoning Officer for the Borough of Paulsboro pursuant to the attached Shared Services Agreement; and

**BE IT FURTHER RESOLVED** that the attached "Shared Services Agreement" is hereby authorized and approved and that the Mayor and Borough Clerk are hereby directed to execute and deliver said agreement to the Township of East Greenwich forthwith after the adoption hereof; and

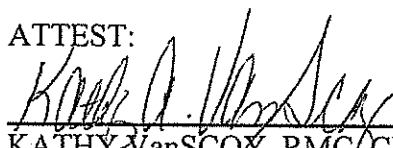
**BE IT FURTHER RESOLVED** that, pursuant to N.J.S.A. 40A:65-4(3)(b) a certified copy of this Resolution, together with a copy of the Shared Services Agreement shall be filed with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, Trenton, New Jersey 08625 after adoption.

**BOROUGH OF PAULSBORO**

By:

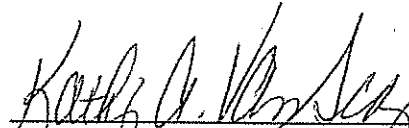
  
W. Jeffery Hamilton, Mayor

ATTEST:

  
KATHY VanSCOY, RMC CLERK

**CERTIFICATION**

I hereby certified that the foregoing Resolution was duly adopted by the Mayor and Borough Council of the Borough of Paulsboro at the Reorganization and First Regular Meeting held on January 6, 2015.

  
Kathy VanSchoy, RMC, Clerk

**SHARED SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF PAULSBORO  
AND THE TOWNSHIP OF EAST GREENWICH**

This Shared Services Agreement (hereinafter "Agreement") is made on this 6<sup>th</sup> day of January, 2015 by and between the Borough of Paulsboro, a municipal corporation of the State of New Jersey, County of Gloucester (hereinafter "Paulsboro") and the Township of East Greenwich, a municipal corporation of the State of New Jersey, County of Gloucester (hereinafter "East Greenwich"); and

**WHEREAS**, Paulsboro desires to utilize the services of East Greenwich's Zoning Office to perform Zoning Officer services in Paulsboro for the benefits of its residents; and

**WHEREAS**, Paulsboro and East Greenwich deem it to be in the best interests of their respective residents to enter into a contract authorized by and pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.* (hereinafter the "Act") to provide the services subject to this Agreement; and

**WHEREAS**, both Paulsboro and East Greenwich recognize the strong public policy favoring the sharing of public services between and among governmental entities as such policy is expressed through the laws of the State and the directive and incentives provided by the Legislature and Governor; and

**WHEREAS**, the aforesaid Act has the stated purpose to encourage the financial accountability of local units of government and to enter shared services arrangements to reduce waste and the duplication of services and to ameliorate the burden of high property taxes imposed upon property owners in the State; and

**WHEREAS**, each of the respective municipalities agree that their mutual public purposes and best interests will be promoted by the establishment of this Shared Services Agreement pursuant to the powers conferred by the aforesaid Act; and

**WHEREAS**, in an effort to provide the services in a competent and professional manner that also encourages fiscal responsibility East Greenwich will provide Paulsboro with Zoning Officer, Ronald Mertz to provide said services to Paulsboro; and

**WHEREAS**, commencement date of this Agreement is January 6, 2015 and shall run until December 31, 2015 and the Borough of Paulsboro shall pay to the Township of East Greenwich the 2015 salary as reflected in the Borough of Paulsboro's salary ordinance for the

position of Zoning Officer;

**NOW, THEREFORE**, the Borough of Paulsboro and the Township of East Greenwich with the foregoing recitals incorporated hereby by reference and in consideration of the mutual covenants and promises contained herein, each intending to be legally bound, hereby agree as follows:

1. Scope of Services. The municipalities each agree to share the use of East Greenwich's Zoning Office, Ronald Mertz, to act as Paulsboro's Zoning Officer.
2. Compensation. The compensation to be paid to East Greenwich by Paulsboro as reflected in the Borough of Paulsboro's 2015 Salary Ordinance.
3. Term. The term of this Agreement shall commence as of January 6, 2015 and shall continue for the balance of this year until December 31, 2015, unless earlier terminated pursuant to the terms of this Agreement. The term of this Agreement shall renew for successive one year terms unless either municipality shall provide a notice of non-renewal, in writing, to the other municipality not later than the ninetieth (90) day prior to the termination of the initial term or any renewal term hereof.
4. Compliance with Law. Paulsboro and East Greenwich mutually agree that they will at their own cost and expense comply with all laws, rules, regulations, and without limitation, all other governmental requirements which may be applicable to the operation, establishment and conduct of the shared services set forth in this Agreement.
5. Remedy. In the event that either party defaults in the performance of any of its obligations under this Agreement and such default continues for thirty (30) days after prior written notice of such default as an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available at law or equity including the right of specific performance. The defaulting party shall also be responsible for payment of all costs and expenses, including reasonable legal fees, incurred by reason of the default.
6. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.
7. Severability and Modification. In the event that any portion of this Agreement shall be made inoperative by reason of judicial, administrative, or other ruling, the remainder of this Agreement shall remain in full force and effect.

8. Availability of Agreement. A copy of this Agreement shall be on file and open to public inspection at the offices of Paulsboro and East Greenwich.


9. No Assignment. This Agreement may not be assigned by either party.

**BOROUGH OF PAULSBORO**

By:

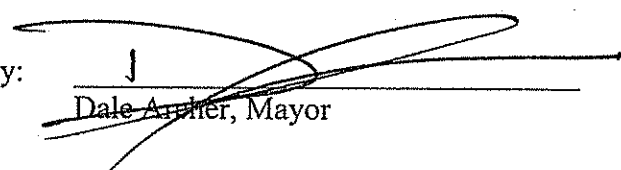
  
W. Jeffery Hamilton, Mayor

ATTEST:

  
Kathy VanScoy, RMC, Clerk

**TOWNSHIP OF EAST GREENWICH**

By:

  
Dale Archer, Mayor

ATTEST:

  
Susan M. Costill, Clerk