

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Township of Millstone

COUNTY: Monmouth

RECIPIENT: Borough of Roosevelt

COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Shared Service Agreement for Repair, Maintenance and Snow Removal on Nurko Road for the Year 2018

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2018

Please submit this cover sheet with shared service agreement either via email to 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.

SHARED SERVICES AGREEMENT

This Agreement entered into the 3rd. day of January, 2018 retroactive to January 1, 2018 between:

TOWNSHIP OF MILLSTONE
470 Stage Coach Road
Clarksburg, New Jersey 08510-1405

AND

BOROUGH OF ROOSEVELT
33 North Rochdale Avenue
Post Office Box 128
Roosevelt, New Jersey 08555

WHEREAS, the Township of Millstone (Millstone) and the Borough of Roosevelt (Roosevelt) (hereinafter collectively referred to as the "Parties") wish to encourage inter-municipal cooperation and planning with regard to their common interest in the repair and maintenance and snow removal of the street known as Nurko Road; and

WHEREAS, *N.J.S.A.* 40A:65-4, as part of the Uniform Shared Services and Consolidation Act, authorizes local units to enter into an Agreement to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction.

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, BE AND IT IS HEREBY AGREED by and between the Parties as follows:

1. Millstone shall provide the following services to Roosevelt, as needed and requested by Roosevelt: Repair, maintenance, snow removal and ice control on

Nurko Road.

2. The services referenced in the preceding Paragraph shall be performed by the Township of Millstone at the following rates:

- | | |
|--------------------------|---------------------------------------|
| (a) Snow and Ice Control | \$58.52 per inch of centerline mile * |
| (b) Loader | \$40.00 per hour |
| (c) Backhoe | \$33.00 per hour |
| (d) Single Axle | \$35.00 per hour |
| (e) Triaxle | \$65.00 per hour |
| (f) Pickup Truck | \$20.00 per hour |
| (g) Roadside Mower | \$25.00 per hour |
| (h) Laborer/Operator | \$21.00 per hour |

* Nurko Road is .55 miles in length, therefore cost per inch of snow fall = \$32.18.

3. If the need for other equipment arises, rates shall be as agreed upon by the Parties.

4. Millstone shall bill Roosevelt monthly for all services provided during the previous month. Payment shall be made by Roosevelt within 30 days of receipt of said billing.

5. The term of this Agreement shall be for one year from the date of the last resolution authorizing this Agreement, with the right to renew upon such terms and conditions as are agreed upon by the Parties at that time. Prior to that time, either Party may terminate this Agreement upon thirty (30) days advance written notice without penalty.

6. The services described herein shall be of the standards customarily provided by Millstone within its own borders.

7. The Parties recognize that all individuals performing the services described in this Agreement shall be employees of Millstone for all purposes, including salary and any applicable tenure rights.

8. Millstone warrants that it has adequate and sufficient general comprehensive insurance coverage with single limit coverage in the amount of one million (\$1,000,000.00) including personal injury and property damage, together with statutory workers' compensation insurance coverage and automobile liability insurance pertaining to all vehicles owned or used by Millstone in the performance of this Agreement in a minimum amount of \$500,000.

9. Millstone agrees to defend, hold harmless and indemnify Roosevelt, its officers, agents, elected officials and employees from any and all claims for damages arising from causes in connection with the furnishing of services specified herein, except for claims arising based on the negligent or intentional acts of Roosevelt's employees, officers and agents.

10. A copy of this Agreement shall be open to public inspection in the offices of the Clerks of Millstone and Roosevelt immediately after passage of a resolution to become a Party to the Agreement.

11. This Agreement shall be interpreted in accordance with the rights of the Parties hereto and shall be governed by the laws of the State of New Jersey.

12. This Agreement sets forth the entire Agreement between the Parties concerning the subject matter hereof and shall not be modified or amended except by an instrument in writing signed by the Parties.

13. This Agreement shall be binding upon the Parties and their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by the respective officers duly authorized, and to be duly attested, and to have their respective corporate seals affixed hereunto, and have caused this Agreement to be dated as of the day and year first written above.

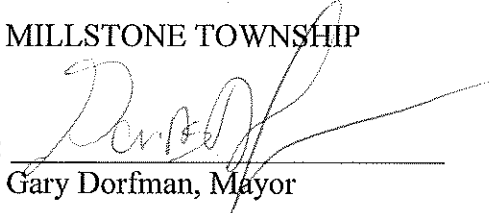
ATTEST: (Affix Seal)



Maria Dellasala, Municipal Clerk

MILLSTONE TOWNSHIP

By:



Gary Dorfman, Mayor

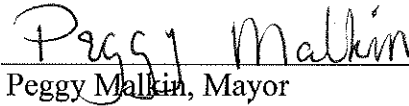
ATTEST: (Affix Seal)



Kathleen Hart, Borough Clerk

BOROUGH OF ROOSEVELT

By:



Peggy Malkin, Mayor

**RESOLUTION NO. 18-40
MEETING DATE: 01-03-18**

**RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT
WITH ROOSEVELT BOROUGH FOR REPAIR, MAINTENANCE, SNOW REMOVAL AND ICE
CONTROL ON NURKO ROAD**

C/Kuczinski offered the following Resolution and moved its adoption, which was second by C/Masci:

WHEREAS, N.J.S.A.40A:65-4 as part of the Uniform Shared Services and Consolidation Act, authorizes local units to enter into an Agreement to provide or receive any service that each local unit participating in the Agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of Millstone and Roosevelt Borough wish to enter into an Agreement for the purposes of:

1. Millstone shall provide the following services to Roosevelt, as needed and requested by Roosevelt: Repair, maintenance, snow removal and ice control on Nurko Road

NOW, THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Millstone as following:

1. The Mayor and Municipal Clerk are hereby authorized to execute an Shared Services Agreement maintaining of Nurko Road
2. A copy of the executed Agreement shall be maintained in the Office of the Municipal Clerk and available for public inspection during regular business hours.

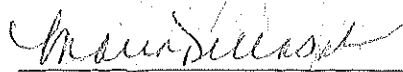
BE IT FURTHER RESOLVED that a copy of this Resolution certified to be a true copy by the Municipal Clerk, be forwarded to each of the following:

1. Borough Clerk, Borough of Roosevelt.
2. Department of Community Affairs, Division of Local Government Services.

ROLL CALL:

AYES: C/Kuczinski, C/Masci, C/Grbelja, M/Dorfman
NAYS: None
ABSTAIN: None
ABSENT: C/Kinsey

I HEREBY CERTIFY the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of January 3, 2018.



Maria Dellasala, RMC
Municipal Clerk

RESOLUTION NO. 18-21
MEETING DATE: 01-02-18

**AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF MILLSTONE FOR REPAIR, MAINTENANCE
AND SNOW REMOVAL ON NURKO ROAD FOR THE YEAR 2018**

C/Hamilton offered the following resolution and moved its adoption, which was second by C/Parker.

WHEREAS, the Township of Millstone (Millstone) and the Borough of Roosevelt (Roosevelt) (hereinafter collectively referred to as the "Parties") wish to encourage inter-municipal cooperation and planning with regard to their common interest in the repair and maintenance and snow removal of the street known as Nurko Road; and

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, the Parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Roosevelt, in the County of Monmouth and State of New Jersey, as follows:

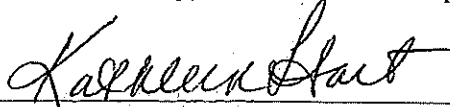
1. That the Borough of Roosevelt is hereby authorized to enter into a Shared Services Agreement with the Township of Millstone, pursuant to the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq., to provide services referenced above.
2. That the Mayor is authorized to execute and the Municipal Clerk to attest to the Agreement.
3. That the Agreement shall not become effective until such time as the governing bodies of both municipalities have duly authorized their appropriate Municipal Officials to execute and attest the attached Agreement, and the Agreement has been duly executed and attested.
4. That a certified copy of this resolution shall be provided to the Millstone Township Clerk.

ROLL CALL:

AYES: C/Filepp, C/Hamilton, C/Parker, C/Sheean, C/Trammell
NAYS: None
ABSTAIN: None
ABSENT: C/Parrott

CERTIFICATION

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on January 2, 2018.


Kathleen Hart
Borough Clerk