

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

PROVIDER: Windsor Township COUNTY: Camden

RECIPIENT: Township of Chesham COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

*Rental of Self Load Equipment*

EFFECTIVE DATE: 1/1/2015

EXPIRATION DATE: 12/31/2015

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.

20150114c

**SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF  
WINSLOW AND THE  
BOROUGH OF CHESILHURST FOR THE RENTAL OF WINSLOW TOWNSHIP  
LEAF REMOVAL EQUIPMENT  
FOR THE YEAR 2015**

THIS DOCUMENT dated this 14<sup>th</sup> day, January, 2015  
constitutes a Uniform Shared Services Agreement ("Agreement") pursuant to  
N.J.S.A. 40A:65-1 et seq. entered into by and between the Township of Winslow,  
a municipal corporation of the State of New Jersey with offices located at 125  
South Route 73, Braddock, New Jersey 08037 (the "Township") and the Borough  
of *Chesilhurst*, with its address at **201 Grant Avenue, Chesilhurst, New  
Jersey, 08089** (hereinafter referred to as "**Chesilhurst**")

**WITNESSETH**

**WHEREAS, *Chesilhurst*** has requested the Township to assist in the  
removal of leaves from its municipal streets, roadways and facilities; and

**WHEREAS,** the intended purpose of this Agreement is to pursue  
consolidation of certain services, where practicable, in an effect to reduce costs  
to the public through the sharing of manpower, equipment and facilities; and

**WHEREAS,** the Township and *Chesilhurst* intend by virtue of this  
document to forth the terms and conditions of this Agreement; and

**WHEREAS**, the proper and respective public officials are or will be authorized to execute this Agreement pursuant to resolution of the respective Governing Bodies, attached hereto and made a part of this Agreement.

**NOW, THEREFORE**, and in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. The Township, at its discretion, shall rent to **Chesilhurst** its leaf removal equipment for the removal of leaves from **Chesilhurst** municipal streets, roadways and municipally owned facilities. The Township is not obligated to provide the leaf removal equipment until after a determination is made by the Township Superintendent of Public Works based upon the availability of the equipment. It is further agreed and understood that leaf removal from Township roadways shall take precedent over **Chesilhurst** streets and municipal facilities.
2. After a determination has been made that the Township has ample leaf removal equipment to rent to **Chesilhurst** for its use to perform this service, it shall so notify **Chesilhurst**. **Chesilhurst** shall then use said leaf removal equipment for its intended use only and in accordance with normal operating procedures. **Chesilhurst** shall also complete its leaf removal work in a reasonable period of time period and return the leaf removal equipment to the Township in the same condition in which it was received.

The operation of the Township's leaf removal equipment shall be performed by authorized employees of **Chesilhurst** for leaf removal purposes on municipal streets, roadways and facilities only. The Township's employees will not be required to perform any of the leaf removal operations or services.

3. **Chesilhurst** agrees to pay the Township Two Hundred and Fifty Dollars (\$250.00) a day or One Thousand Dollars (\$1,000.00) per week for the use of the leaf removal equipment and shall furthermore be responsible for any repairs (other than normal wear and tear) for the leaf removal equipment.
4. Prior to the Township providing the leaf removal equipment to **Chesilhurst**, **Chesilhurst** shall post escrow money into an interest bearing Dedicated By Rider Trust Fund established by the Township. The amounts to be posted shall be in the sole discretion of the Township. Failure of **Chesilhurst** to post the escrow as required by the Township shall be cause for the Township to refuse to provide the leaf removal equipment and terminate this Agreement.
5. **Chesilhurst** further agrees and understands that the Township shall have the right to require said Dedicated by Rider Trust Fund to be replenished in the event the monies deposited in that account have been depleted. **Chesilhurst** shall have three (3) business days after receipt of written notice from the Township to replenish the Dedicated by Rider Trust Fund account. Failure to replenish the account as required by the Township

shall be cause for the Township to suspend and/or terminate the services until the account has been replenished.

6. **Chesilhurst** agrees and understands that the Township shall have all rights and remedies at law for collection of any amount due and owing for such services rendered in the event sufficient funds are not in the Dedicated by Rider/Trust Fund to provide full payment for the services rendered.
7. This Agreement shall be for a term of one (1) year and shall be renewed automatically on an annual basis unless a party hereto notifies the other party in writing that it elects not to renew this Agreement prior to the then existing term. In addition, either party has the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party.
8. **Chesilhurst** agrees to indemnify and hold the Township and its officers, agents and employees harmless from any and all liability against it arising out of the use of the equipment set forth in this Agreement. It is further understood that the Township shall be indemnified by **Chesilhurst** from any losses or damages resulting from any acts or omissions of any persons or participants performing services or in any way connected with the performance of services under this Agreement.
9. **Chesilhurst** agrees to furnish the Township a Certificate of Insurance specifically naming the Township as an Additional Insured on

**Chesilhurst's** General Liability, Bodily Injury and Property Damage, Insurance Policies with minimum limits of liability of not less than One Hundred Thousand (\$100,000.00) Dollars.

10. Pursuant to the Single Audit Act of 1984, the parties agree to allow each others agents to examine any and all records relevant to this Agreement and shall make available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

11. This Agreement may not be assigned without the formal, written consent of both parties.

12. This Agreement represents the entire understanding between the parties and may only be amended or modified in a writing executed by both parties.

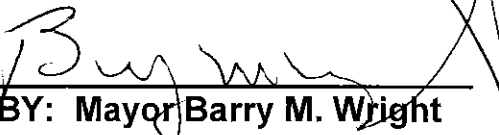
13. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

14. Each party represents that it has been duly authorized by appropriate Resolution to execute this Agreement. A certified copy of each Resolution is attached to this Agreement.


15. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers, duly authorized and have caused their respective corporate seals to be affixed hereto, all of the date first above written.

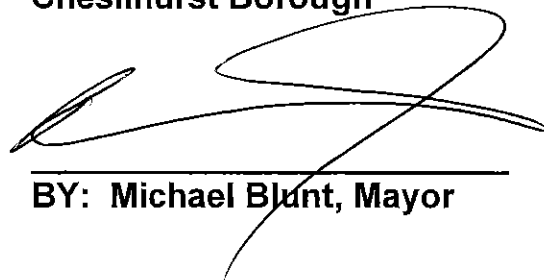
Township of Winslow

  
BY: Mayor Barry M. Wright

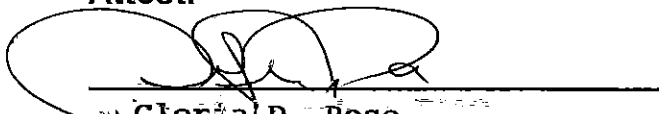
Attest:

  
Deborah A. Iannaco, RMC  
Municipal Clerk

Chesilhurst Borough

  
BY: Michael Blunt, Mayor

Attest:

  
Gloria D. Rose  
Municipal Clerk, Deputy

RESOLUTION NO.: R-2014-\_\_\_\_\_

**TOWNSHIP OF WINSLOW  
COUNTY OF CAMDEN  
STATE OF NEW JERSEY**

***RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF WINSLOW AND THE  
BOROUGH OF CHESILHURST, IN THE COUNTY OF CAMDEN,  
STATE OF NEW JERSEY FOR THE YEAR 2015 FOR  
THE RENTAL OF LEAF REMOVAL EQUIPMENT***

**WHEREAS**, the Borough of Chesilhurst has requested of the Township of Winslow to rent Winslow's leaf removal equipment to perform leaf removal in Chesilhurst; and

**WHEREAS**, this request has been reviewed and approved by the appropriate Township Officials; and

**WHEREAS**, a Shared Services Agreement pursuant to the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.) has been negotiated between the parties and attached hereto as Exhibit "A" and which establishes the terms and conditions thereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Winslow, County of Camden, State of New Jersey, that a Shared Services Agreement attached hereto for the rental of Winslow's leaf removal equipment by the Borough of Chesilhurst is hereby approved.

**BE IT FURTHER RESOLVED** that the appropriate Township Officials are hereby authorized to execute said Shared Services Agreement conditioned upon:

1. Adoption of a Resolution by the Borough of Chesilhurst authorizing and approving the Shared Services Agreement with Winslow Township;


R-2014- 510




2. A Certificate of Liability Insurance in form and amounts satisfactory to the Township of Winslow setting forth the type and amounts of insurance coverage to be provided in conformance with the terms and conditions set forth in the Shared Services Agreement between the parties.

**Adopted: December 16, 2014**

  
**BARRY M. WRIGHT, MAYOR**

  
**DEBORAH A. IANNACO, RMC,  
MUNICIPAL CLERK**

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on **December 16, 2014** at the Winslow Township Municipal Building.

  
**DEBORAH A. IANNACO, RMC  
MUNICIPAL CLERK**

**Dated: 12/17/2014**

RESOLUTION NO 2015-61

**RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT FOR THE RENTAL OF LEAF REMOVAL EQUIPMENT WITH THE TOWNSHIP OF WINSLOW PURSUANT TO N.J.S.A. 40A:65-1 ET SEQ.**

**WHEREAS**, THE BOROUGH OF CHESILHURST HAS THE NEED DUE TO THE BREAKDOWN OF BOROUGH EQUIPMENT FROM TIME TO TIME TO PERIODICALLY USE THE TOWNSHIP OF WINSLOW'S LEAF REMOVAL EQUIPMENT; AND,

**WHEREAS**, THE BOROUGH OF CHESILHURST HAS REQUESTED APPROVAL FROM THE TOWNSHIP OF WINSLOW TO RENT WINSLOW'S LEAF REMOVAL EQUIPMENT TO PERFORM LEAF REMOVAL

**WHEREAS**, THE TOWNSHIP OF WINSLOW BY RESOLUTION NO 2014-510 HAS AUTHORIZED A SHARED SERVICES AGREEMENT FOR THE RENTAL OF LEAF REMOVAL EQUIPMENT WITH THE BOROUGH OF CHESILHURST

**WHEREAS**, PRIOR TO IMPLEMENTATION THE CHIEF FINANCIAL OFFICER SHALL DETERMINE THAT SUFFICIENT FUNDS ARE AVAILABLE AND PREPARE A CERTIFICATE AS TO AVAILABILITY OF FUNDS

**NOW, THEREFORE BE IT RESOLVED**, BY THE MAYOR AND COUNCIL OF THE BOROUGH OF CHESILHURST THAT THE ATTACHED SHARED SERVICES AGREEMENT FOR THE RENTAL OF WINSLOW TOWNSHIP'S LEAF REMOVAL EQUIPMENT BE APPROVED

**BE IT FURTHER RESOLVED**, THAT AN EXECUTED COPY OF THIS RESOLUTION BE FORWARDED TO THE TOWNSHIP OF WINSLOW.



MICHAEL BLUNT, MAYOR



GLORIA ROSE, DEPUTY CLERK

THE FOREGOING RESOLUTION WAS DULY ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF CHESILHURST AT A MEETING HELD ON JANUARY 8, 2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policie(s) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Conner Strong & Buckelew Companies, I MEL/JIF Underwriting Unit 9 Campus Drive, Suite 16 Parsippany, NJ 07054	<b>CONTACT NAME:</b> MEL Underwriting Service Center
	<b>PHONE (A/C, No Ext):</b> _____ <b>FAX (A/C, No Ext):</b> (732) 736-6274
<b>EMAIL ADDRESS:</b> MELUnderwritingSvcCntr@connerstrong.com	
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Borough of Chesilhurst Municipal Building 201 Grant Avenue Chesilhurst, NJ 08089	<b>INSURER A:</b> Camden County Municipal Joint Insurance Fund
	<b>INSURER B:</b> Municipal Excess Liability Joint Insurance Fund
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILT <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	Y		CAM150602-87	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 300,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS	N		CAM150602-87	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (EA accident)	\$ 300,000
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		MEL01150187	1/1/2015	1/1/2016	EACH OCCURRENCE	\$ 4,700,000
							AGGREGATE	\$ 4,700,000
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CAM150602-87	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L EACH ACCIDENT	\$ 2,000,000
							E.L DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L DISEASE - POLICY LIMIT	\$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (attach ACORD 101, Additional Remarks Schedule, if more space is required ANY ALTERATIONS WILL VOID THIS CERTIFICATE.  
 Certificate Holder is amended to be included as "additional insured" the person(s) or organization(s) as shown in the description section of this certificate of insurance for General Liability & Excess Liability pursuant to the terms, conditions, limitations, and exclusions of the JIF Casualty Insurance Policy (but only with respect to liability caused in whole or in part by the acts or omissions of the named insured) shared services agreement for the Borough of Chesilhurst's use of leaf removal equipment belonging to the Township of Winslow.

<b>CERTIFICATE HOLDER</b> Township of Winslow 125 South Route 73 Braddock, NJ 08037	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 