

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Tabernacle Township COUNTY: Burlington

RECIPIENT: NEW HANOVER TOWNSHIP COUNTY: Burlington

BRIEF DESCRIPTION OF SERVICE:

The Township of Tabernacle will provide the service of a certified Recycling Coordinator as required for the filing of New Hanover Township's Annual Recycling Tonnage Report

EFFECTIVE DATE: April 11, 2016

EXPIRATION DATE: April 11, 2028

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.

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2016-56
A RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES
AGREEMENT WITH THE TOWNSHIP OF NEW HANOVER FOR CERTIFIED
RECYCLING COORDINATOR SERVICES**

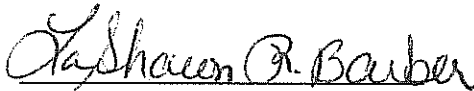
WHEREAS, pursuant to *N.J.S.A. 40A: 65-1 et seq.*, any municipality of the State may enter into a contract with any other municipality or authority for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

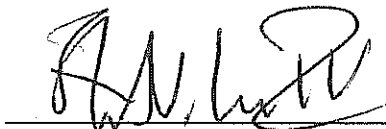
WHEREAS, representatives from the **Township of Tabernacle** and the **Township of New Hanover** desire to continue to sharing services of the Certified Recycling Coordinator which will result in cost savings for both government entities; and

WHEREAS, the Shared Service Agreement attached hereto has been reviewed and approved in content by the Township Solicitor.

NOW, THEREFORE, BE IT RESOLVED by the Committee of the Township of Tabernacle County of Burlington, State of New Jersey that the Mayor and Township Clerk be and are hereby authorized to execute the Shared Services Agreement attached hereto and made part of this resolution.

April 11, 2016

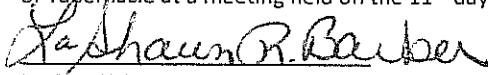

La Shawn R. Barber, RMC
Township Clerk


Stephen V. Lee, IV, Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton			✓			
Kimberly A. Brown			✓			
Richard J. Franzen		✓	✓			
Stephen V. Lee, IV			✓			
Joseph Yates, IV	✓		✓			

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 11th day of April 2016.


LA SHAWN R. BARBER, RMC
MUNICIPAL CLERK

TOWNSHIP OF NEW HANOVER, NEW JERSEY

RESOLUTION NUMBER 2016-45


A RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP TABERNACLE FOR CERTIFIED RECYCLING COORDINATOR SERVICES

WHEREAS, pursuant to N.J.S.A. 40A: 65-1 et seq., any municipality of the State may enter into a contract with any other municipality or authority for the joint provision of any service that any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, representatives from the Township of New Hanover and the Township of Tabernacle express the desire to continue sharing services of the Tabernacle Certified Recycling Coordinator which will result in cost savings for both government entities, and

WHEREAS, the Shared Service Agreement attached hereto has been reviewed and approved in content by the Township Solicitor.

NOW, THEREFORE, BE IT RESOLVED by the Committee of the Township of New Hanover County of Burlington, State of New Jersey that the Mayor and Township Clerk be and are hereby authorized to execute the Shared Services Agreement attached hereto and made part of this resolution.


Dennis Roohr, Mayor

CERTIFICATION

I, Adel Gianaris do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Committee of New Hanover Township at a meeting held on the 12th day of April, 2016. In Witness Whereof, I have hereunder set my hand and official seal of the municipality this 12th day of April, 2016.


Adel Gianaris, Acting Clerk

Record of Vote

	Moved	Second	Yes	No	Abstained	Absent
Koshak			✓			
Murphy		✓	✓			
Peterla	✓		✓			
Roohr			✓			

**AGREEMENT BETWEEN
THE TOWNSHIP OF TABERNACLE AND
THE TOWNSHIP OF NEW HANOVER FOR
CERTIFIED RECYCLING PROFESSIONAL SERVICES**

THIS AGREEMENT by and between the **TOWNSHIP OF TABERNACLE**, a municipal body politic having its offices located at **163 Carranza Road Tabernacle NJ 08088**, and the **TOWNSHIP OF NEW HANOVER**, a municipal body politic having its offices located at **2 Hockamick Road Cookstown NJ 08511** is dated this **11th** day of **April, 2016**.

WHEREAS, the **TOWNSHIP OF NEW HANOVER**, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Burlington County Solid Waste Management Plan and amendments thereto; and

WHEREAS, the **TOWNSHIP OF NEW HANOVER** is desirous of retaining Certified Recycling Professional (hereinafter "CRP") services for the **TOWNSHIP OF NEW HANOVER** pursuant to the requirements of said recycling program; and

WHEREAS, the award of this agreement to the **TOWNSHIP OF TABERNACLE** pursuant to N.J.S.A. Section 13:1E-99.14 is an exception to the bidding requirements as set forth in the "Local Public Contracts Law" pursuant to N.J.S.A. Section 40A:11-5(2).

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the **TOWNSHIP OF TABERNACLE** and the **TOWNSHIP OF NEW HANOVER** make this agreement.

1. The **TOWNSHIP OF NEW HANOVER** shall retain the services of the **TOWNSHIP OF TABERNACLE** CRP who will be responsible for coordinating municipal recycling requirements as required in the Burlington County Solid Waste Management Plan, and by the State of New Jersey Department of Environmental Protection (NJDEP) regulations covering mandatory annual

municipal recycling tonnage reporting.

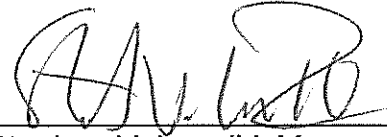
2. The **TOWNSHIP OF TABERNACLE** CRP shall notify the **TOWNSHIP OF NEW HANOVER** of any future changes in the qualifications applicable to the CRP position and future compliance with same.
3. In accordance with applicable State Law, this agreement shall be for a term of four (4) years. The **TOWNSHIP OF TABERNACLE** reserves the right to terminate the agreement or reasonably amend the terms of this Agreement by giving thirty (30) days written notification to the **TOWNSHIP OF NEW HANOVER** of any changes required by Tabernacle Township.
4. The **TOWNSHIP OF NEW HANOVER** shall pay a \$200.00 fee annually to the **TOWNSHIP OF TABERNACLE** for the CRP's services.
5. The **TOWNSHIP OF NEW HANOVER** will pay all invoices within thirty (30) days.
6. This agreement is the entire agreement between the **TOWNSHIP OF TABERNACLE** and the **TOWNSHIP OF NEW HANOVER** and supersedes all previous agreements and discussions regarding CRP services. Any amendments hereto must be in writing and must be duly executed by the **TOWNSHIP OF TABERNACLE** and the **TOWNSHIP OF NEW HANOVER** prior to becoming effective.
7. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereto have set the hands of the proper public official as of the date and year first above written.

TOWNSHIP OF TABERNACLE



LaShawn R. Barber, RMC
Municipal Clerk



Stephen V. Lee, IV, Mayor

TOWNSHIP OF NEW HANOVER



Adel Gianaris
Deputy Municipal Clerk



Dennis Roohr, Mayor

A copy of this executed agreement shall be forwarded to the NJDEP, either electronically to REATAX@dep.state.nj.us or by mail to:

NJDEP-Solid & Hazardous Waste Management Program
401 E. State Street
Mail Code 401-02C
P.O. Box 420
Trenton, NJ 08625-0420
Attn: Mr. Joe Davis