

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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: TOWNSHIP OF SPARTA COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

MUNICIPAL HOUSING LIAISON
---------------------------

EFFECTIVE DATE: JANUARY 1, 2014

EXPIRATION DATE: DECEMBER 31, 2016

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.

**MUNICIPAL HOUSING LIAISON  
SHARED SERVICE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HARDYSTON  
AND THE TOWNSHIP OF SPARTA**

**THIS AGREEMENT** is entered into the latter of the dates on the signature page by and between:

**THE TOWNSHIP OF HARDYSTON**

a municipal corporation of the State of New Jersey  
with offices located at 149 Wheatsworth Road,  
Hardyston, New Jersey 07419

(hereinafter "Provider")

AND

**THE TOWNSHIP OF SPARTA**

a municipal corporation of the State of New Jersey  
with offices located at 65 Main Street,  
Sparta, New Jersey 07871

(hereinafter "Recipient")

**WITNESSETH**

**ARTICLE I: SCOPE OF SERVICES**

**A. Designation as General Agent**

1. The Provider is hereby designated as the agent of the Recipient, to furnish services as the Municipal Housing Liaison.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient. Any addition shall be by amendment to this Agreement.

**B. Responsibility**

1. At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through the Provider. The Township Manager of the Provider shall handle any public comments involving the Municipal Housing Liaison and Staff.

**C. Supervision and Director of Staff**

1. The Municipal Housing Liaison, furnished by the Provider, shall be responsible for the direction and supervision of all activities and employees related to the provision of the services provided by the Municipal Housing Liaison.

2. Provider shall furnish appropriate clerical support staff, as determined by its Township Manager.

**D. Designation as Municipal Housing Liaison**

Provider shall designate the Municipal Housing Liaison who shall be designated as an employee of the Provider.

**ARTICLE II: ACTIVITIES**

**A. Services to be Performed**

The following administrative and enforcement personnel will be provided by the Provider to the Recipient: (a) monitor the status of all restricted units in the Recipient's Fair Share Plan; (b) monitor the status of the Recipient's Affordable Housing Trust Fund; (c) serve as the Recipient's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households; (d) coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners; and (e) all such other services as set forth in Appendix A, attached hereto and made a part of this Agreement.

**B. Hours of Operation**

The Municipal Housing Liaison shall be available for consultation with the public at scheduled times to be determined by the Municipal Housing Liaison. The hours shall be set in such a manner as to provide the public with reasonable access.

**C. Place of Operation**

Main business for the Municipal Housing Liaison shall be conducted in the Provider's Municipal offices.

**D. Maintenance of Records**

1. The appropriate Officials and Inspectors shall maintain documented records of activity on forms approved by the Municipal Housing Liaison, recording all activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All active files, and if requested, Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.
3. When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality.

**ARTICLE III: EMPLOYEES**

**A. Licensed Personnel and Staff**

1. The Provider shall furnish duly licensed personnel and support staff, as necessary.
2. The Provider may employ subcontractors and/or contract with third party entities, to supply and services for which the Provider does not have qualified in-staff personnel or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient, if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the agreement was entered. If additional services are requested by Recipient, the cost of such services shall be borne by the requesting Recipient.

**ARTICLE IV: REPORTS**

1. Annual: TheMunicipal Housing Liaisonshall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.
2. Periodic: Periodic reporting of activities shall be made by the Municipal Housing Liaison, upon request by the Township Manager/Administrator of the Provider and/or the Recipient.

**ARTICLE V: FEES**

Any fees collected by the Municipal Housing Liaison on behalf of the Recipient shall be delivered to the Recipient within two (2) business days for appropriate deposit.

**ARTICLE VI: PROPERTY ARRANGEMENTS**

During the life of this Agreement, except for software licensing is required, the costs of all equipment and/or vehicles acquired specifically for the Municipal Housing Liaison shall be the responsibility of the Provider.

**ARTICLE VII: PAYMENTS AND COMPENSATION**

- A.** For the year 2014, commencing January 1, 2014, Recipient costs for the Municipal Housing Liaison shall be assessed as follows:

Payment from Recipient to Provider:

January 1, 2014 – December 3, 2014:	\$5,000
January 1, 2015 – December 3, 2015:	\$5,000
January 1, 2016 – December 3, 2016:	\$5,000

The payment shall be due byDecember 1 of each preceding calendar year, beginning December 1, 2014. Payment for services provided for calendar year 2014 shall be due by Recipient to Provider within 45 days of execution of this Agreement.

- B. Payment Obligation:** Failure of the Recipient to pay the contribution to the Provider shall result in a five percent (5%) late penalty as well as interest to accrue at the rate of six percent (6%) per annum.

**ARTICLE VIII: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION; INSURANCE**

**A. Term**

The term of this Agreement shall be for a term of three (3) consecutive years as provided for by N.J.A.C. 5:23-4.6 beginning on or about January 1, 2014 and terminating on December 31, 2016.

**B. Termination**

A participating party may terminate such participation pursuant to this Agreement, effective January 1<sup>st</sup> of any calendar year during the life to this Agreement by providing written notice to the other municipality on or before November 1<sup>st</sup> of the prior calendar year by way of certified mail, return receipt requested, to the Clerk of the respective municipality. In the event of termination of this Agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the Agreement.

**C. Insurance: Indemnification**

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation, general liability and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Recipient shall be named as an additional insured on the general liability providing is authorized by Statewide Insurance Fund.

The Recipient agrees that it shall indemnify and hold the Provider harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, and the Provider agrees that it shall indemnify and hold the Recipient harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latter day and year written below.

WITNESS:

TOWNSHIP OF HARDYSTON

BY: Jane Bakalarczyk  
Jane Bakalarczyk, Township Clerk

BY: Stanley Kula  
Stanley Kula, Mayor

Dated: 3-12-14

WITNESS:

TOWNSHIP OF SPARTA

BY: Mary Coe  
Mary Coe RMC/CMR, Township Clerk  
Dated:

BY: Molly Ann Whitesmith  
Molly Ann Whitesmith, Mayor

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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: TOWNSHIP OF WANTAGE COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

FIRE PREVENTION SERVICES
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EFFECTIVE DATE: APRIL 10, 2014

EXPIRATION DATE: DECEMBER 31, 2017

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.

FIRE PREVENTION SERVICES  
SHARED SERVICES AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HARDYSTON  
AND  
THE TOWNSHIP OF WANTAGE

**THIS AGREEMENT** is entered the latter of the dates on the signature page by and between:

**THE TOWNSHIP OF HARDYSTON**, a municipal corporation of the State of New Jersey, (referred to as "Provider"); and

**THE TOWNSHIP OF WANTAGE**, a municipal corporation of the State of New Jersey, (referred to as "Recipient"); and

**WITNESSETH**, that the Provider and the Recipient agree as follows:

**ARTICLE I: SCOPE OF SERVICES**

**A. Designation as General Representative.**

1. The Provider is hereby designated as the representative of the Recipient, to furnish Code Administration and Enforcement services under the State of New Jersey Uniform Fire Code.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to the Recipient.

**B. Responsibility.**

At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through the Provider with assistance when requested from the Recipient. The Township Manager of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Fire Official and Staff.

**C. Supervision and Director of Staff.**

1. The Provider shall conduct operations from the Hardyston Township Municipal Building and shall conduct same during normal business.
2. The Fire Official, furnished by the Provider, shall be responsible for the operation and supervision of the Fire Prevention Bureau and shall direct and supervise all activities and employees of the Department.
3. The staff, furnished by the Provider, shall be properly licensed code enforcement officials and/or inspectors as appropriate.



4. Provider shall furnish appropriate clerical support staff, as determined by its Township Manager and in conjunction with the Fire Prevention Officer.
5. All personnel providing the outlined services to the Recipient under this Agreement shall continue to remain employees of the Provider and, as such, shall continue to remain bound by the Personnel Policies and Procedures of the Township of Hardyston and shall continue to be under the direct supervisions of the Township of Hardyston Manager. Any problem or concern that should arise relative to any aspect of this Agreement or issue relative to the personnel providing such services shall be directed to the Hardyston Township Manager through the Recipient's Municipal Clerk.

**D. Designation as Code Officials and Inspectors.**

Provider shall designate the Fire Official, as well as the Inspectors, for the enforcement of the State of New Jersey Uniform Fire Code and related ordinances of the Recipient. The Fire Official and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Fire Safety.

**ARTICLE II: ACTIVITIES**

**A. Services to be Performed**

The following administrative and enforcement personnel will be provided by the Provider to the Recipient:

- a. Fire Official/Inspectors

The following services will be provided to the Recipient by the staff of the Provider:

1. The Bureau of Fire Protection shall carry out the periodic inspections of life hazard uses required by the Uniform Fire Code.
2. In addition to the registrations and permits required by the Uniform Fire Code, all other uses subject to Uniform Fire Code inspections ("non-life hazard uses") shall register with the Bureau of Fire Prevention. These uses shall be inspected once per year.

**B. Hours of Operation**

1. The Fire Official shall be available for consultation with the public during normal business hours at scheduled times to be determined by the Fire Official. The hours shall be set in such a manner as to provide the public with reasonable access to the official/inspectors. The hours that are presently anticipated to be provided are 8:30 a.m. to 4:30 p.m., Monday through Friday (except holidays.) The Fire Official will also be available, under special circumstances at no additional charge for appointments relative to special circumstances or emergencies, or for necessary court appearances. If there are extraordinary circumstances, the Provider may seek approval of the Recipient for such reimbursement.

**C. Place of Operation.**

Main business for the Department shall be conducted in the Provider's Municipal offices.

**D. Maintenance of Records**

1. The appropriate Official and Inspectors shall maintain documented records of activity on forms approved by the Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates and hours of service.
2. All active files, and if requested Provider's closed files, records and support documentation shall be maintained on file in the offices of the Provider.

**E. Operational Needs**

Hardyston Township will provide for all operational needs of the department, including, but not limited to office space at the Hardyston Township Municipal Building, utilities for said space, equipment, maintenance of all code books, ESP Inspection System software, general office supplies, copier and faxing capabilities, telephone, vehicle and/or mileage reimbursements for inter-local employees of this agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles owned by Hardyston Township and utilized to perform services under this agreement.

**ARTICLE III: EMPLOYEES**

**A. Licensed Personnel and Staff**

1. The Provider shall furnish duly licensed personnel and support staff as shown by the existing staffing below.

**B. Existing Staffing**

1. The following shall constitute the existing staffing for the Fire Prevention Bureau of the Provider:
  - a. One (1) Part-Time Fire Official
  - b. Three (3) Part-Time Fire Prevention Inspectors

**ARTICLE IV: ENFORCEMENT**

**A. Investigations and Inspections**

The Fire Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the New Jersey Uniform Fire Code in their respective municipalities.

## **B. Coordination with Municipal Attorneys**

The Fire Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate municipal attorney(s) in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. The sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Fire Official and/or Fire Prevention Bureau personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

## **C. Violations**

The Fire Official and/or appropriate Inspectors shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

## **ARTICLE V: REPORTS**

1. **Annual:** The Fire Official shall furnish the Provider and the Recipient with an annual report of services rendered to each respective municipality.
2. **Semi-Annual:** The Provider's Fire Official shall provide the Recipient's administration with a comprehensive semi-annual report of activity, trends and revenue generation.

## **ARTICLE VI: FEES**

### **A. Retention**

1. **General:** All license fees, permit fees and other fees collected by the Fire Prevention Bureau shall be collected by the Provider, deposited in accordance with all applicable laws and retained by the Provider as payment for all services rendered, as outlined by this agreement.
2. **Delineation of the Handling of Specific Fees:** All monies collected relating to life hazard fees shall be retained by the Provider. All monies collected relating to non-life hazard fees shall be retained by the Provider. All fees collected relative to violations shall be collected and retained by the Provider.

### **B. Collection**

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Fire Prevention Bureau shall comply with the state requirements for deposit of public funds. Monthly reports of revenues received shall be provided to each participating municipality.

## **ARTICLE VII: PROPERTY ARRANGEMENTS**

### **A. Costs Shared Equally**

During the life of the shared services agreement, the costs of all equipment and/or vehicles acquired specifically for the Fire Prevention Bureau shall be the responsibility of the Provider.

## **ARTICLE VIII: PAYMENTS AND COMPENSATION**

A. Commencing April 10, 2014, Recipient costs for the Fire Prevention Bureau shall be assessed as follows:

### **B.**

- a. The Provider shall collect and retain all fees associated with the Fire Prevention Office services provided to Wantage Township and shall have the right to retain such fees in lieu of direct payment for services.
- b. There will be no other compensation required of the Recipient for the services outlined within this Agreement.

## **ARTICLE IX: DURATION OF CONTRACT, TERMINATION, AMENDMENT AND INTERPRETATION**

### **A. Term**

The term of the agreement shall be for a term of (3) years, nine (9) months as provided for by N.J.A.C. 5:23-4.6 beginning on or about April 10, 2014 and terminating on or about December 31, 2017.

### **B. Termination**

A participating party may terminate such participation pursuant to this agreement effective January 1<sup>st</sup> of any calendar year during the life of this agreement by providing written notice to the other municipality on or before November 1<sup>st</sup> of the prior calendar year by way of certified mail to the Clerk of the respective municipality. In the event of termination of the agreement, the Recipient shall pay their share of expenses and costs associated with the withdrawal and termination of the agreement.

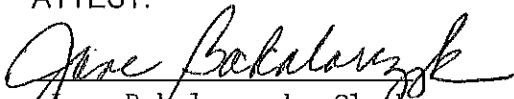
### **C. Insurance: Indemnification**

The Provider shall maintain in full force and effect during the term of this Agreement, worker's compensation, general liability and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. The Recipient shall be named as an additional insured for general liability, providing same is authorized by Statewide Insurance Fund.

The Township of Wantage agrees that it shall indemnify and hold the Township of Hardyston harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Township of Wantage or its agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement and the Township of Hardyston agrees that it shall indemnify and hold the Township of Wantage harmless from any and all liability and claims for damages or injury caused by or resulting from the negligent acts, errors or omissions of the Township of Hardyston or the Township's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date written below.

ATTEST:

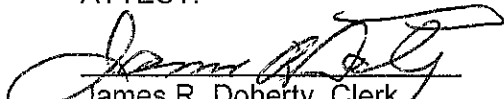
  
Jane Bakalarczyk, Clerk

TOWNSHIP OF HARDYSTON

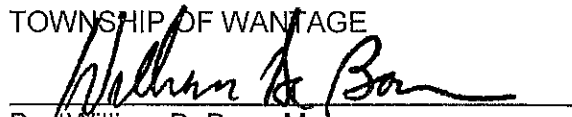
  
By: Stanley J. Kula, Mayor

Dated: 4-23-14

ATTEST:

  
James R. Doherty, Clerk

TOWNSHIP OF WANTAGE

  
By: William DeBoer, Mayor

Dated: 4/24/14

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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: HARDYSTON TWP BOARD OF EDUCATION COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

SOLID WASTE AND RECYCLING
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EFFECTIVE DATE: JANUARY 1, 2014

EXPIRATION DATE: JANUARY 1, 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.

**SOLID WASTE AND RECYCLING REMOVAL AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HARDYSTON  
AND  
THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**

**THIS AGREEMENT**, commencing on January 1, 2014, by and between

**THE TOWNSHIP OF HARDYSTON**, a municipal corporation of the State of New Jersey, located at 149 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**PROVIDER**”, and

**THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**, located at 183 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**RECIPIENT**”.

**WITNESSETH**, that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

**ARTICLE I: AUTHORITY**

The Township of Hardyston, located in the County of Sussex, State of New Jersey, as Lead Agency is hereby authorized by Resolution to establish an agreement and to enter into this contract with the Recipient for the service of Solid Waste and Recycling products removal.

**ARTICLE II: GENERAL PROVISIONS**

This Contract and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns, and shall insure to the benefit of their legal representatives, successors, and assigns.

This Contract shall not be modified, amended, or terminated, except by another written agreement executed by the parties, subject to the terms and conditions set forth herein.

This Contract constitutes the entire understanding of the parties, and both parties acknowledge that they have carefully read and understand this Contract.

This Contract and its provisions shall merge any prior contracts or agreements between both parties if any so exist.

This Contract is the complete and entire agreement of the parties.

In the event that any term, provision or paragraph of this Contract is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this Contract.

This Contract and all rights, obligations, and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of New Jersey.

### **ARTICLE III: SCOPE OF SERVICES**

#### **A. Services to be Provided.**

The Provider will provide Recipient with appropriate dumpster containers and perform solid waste and recycling removal at the Recipients facilities. The service shall include the removal and disposal of Solid Waste on a weekly basis and removal and disposal of Recycling products bi monthly.

### **ARTICLE IV: PAYMENTS BY THE RECIPIENT**

#### **B. Payment.**

The Provider shall bill the Recipient at yearly rate of \$11,220.00 and (not to exceed said sum). The provider shall charge the Recipient quarterly at a rate of \$2,805.00. The Recipient shall remit payment to the Provider within sixty (60) days of receipt of the Provider's bill.

#### **C. Payment Dates.**

The Recipient shall provide sufficient funds in its budget to cover contract costs. The Recipient shall provide quarterly payment for the service charges, based on sum agreed to in subsection A.

The quarterly payments shall be made as follows: January 1, 2014, April 1, 2014, July 1, 2014 and October 1, 2014; In the event that this agreement commences other than on January 1, 2014, the first payment shall be made on the first day of the Agreement becomes effective and the remaining payment dates shall be states as above.



**ARTICLE V: TERM OF CONTRACT**

The effective date of this Contract shall be the date written above and shall be in effect for a term of One (1) years, commencing on January 1, 2014 for a period to January 1, 2015.

**ARTICLE VI: TERMINATION**

Either party may have the right to terminate this Contract by giving sixty (60) days written notice. The notice must be in writing and delivered in person or by registered or certified mail to the principal address of the Provider or Recipient.

**ARTICLE VII: RENEWAL**

Three (3) months prior to the expiration of this agreement the parties will conduct a meeting to evaluate the feasibility of the agreement for both the Provider and the Recipient. If both parties agree that the arrangement would continue to be beneficial for both parties they may extend the term of this Agreement upon such terms and conditions, including compensation, as they agree and incorporate into a written agreement.

**ARTICLE VIII: INDEMNIFICATION & DEFENSE OF THE TOWNSHIP OF HARDYSTON AND ALL RELEVANT TOWNSHIP OF HARDYSTON PERSONNEL**

In the event the Township of Hardyston or any of the Township's personnel are named as parties in any claim, proceeding, litigation lawsuit or similar matter involving aw matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.


**ARTICLE IX: AMENDMENT**

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the designated representatives of both the Township and the Board of Education, and specifies the date the provisions of such amendment shall be effective.

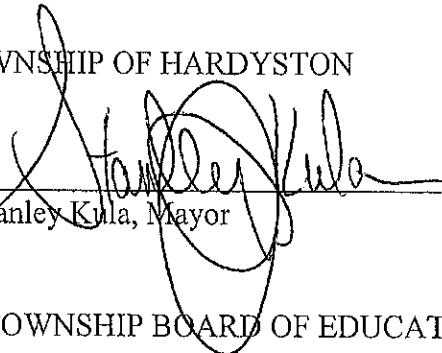
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the 22<sup>nd</sup>  
day of JAN, 2014.

Attest:

THE TOWNSHIP OF HARDYSTON

  
JANE BAKALARCZYK  
MUNICIPAL CLERK

By:

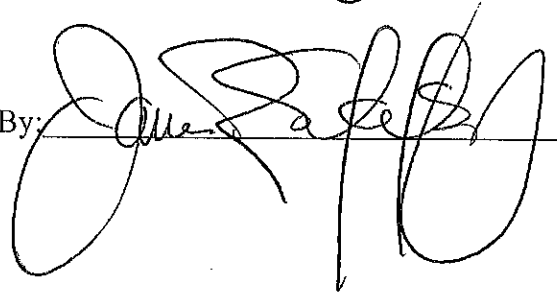
  
Stanley Kula, Mayor

Attest:

HARDYSTON TOWNSHIP BOARD OF EDUCATION



By:



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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: HARDYSTON TWP BOARD OF EDUCATION COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

PARK MAINTENANCE (Shared property owned by BOE, utilized by both Township for Municipal Park and School for physical education classes)

EFFECTIVE DATE: JANUARY 1, 2014

EXPIRATION DATE: JANUARY 1, 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.

**PARK MAINTENCE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HARDYSTON  
AND  
THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**

**THIS AGREEMENT**, commencing on January 1, 2014, by and between

**THE TOWNSHIP OF HARDYSTON**, a municipal corporation of the State of New Jersey, located at 149 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**PROVIDER**”, and

**THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**, located at 183 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**RECIPIENT**”.

**WITNESSETH**, that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

**ARTICLE I: AUTHORITY**

The Township of Hardyston, located in the County of Sussex, State of New Jersey, as Lead Agency is hereby authorized by Resolution to establish an agreement and to enter into this contract with the Recipient in order to defray the costs of Park Maintenance at the shared Sports Complex property.

**ARTICLE II: GENERAL PROVISIONS**

This Contract and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns, and shall insure to the benefit of their legal representatives, successors, and assigns.

This Contract shall not be modified, amended, or terminated, except by another written agreement executed by the parties, subject to the terms and conditions set forth herein.

This Contract constitutes the entire understanding of the parties, and both parties acknowledge that they have carefully read and understand this Contract.

This Contract and its provisions shall merge any prior contracts or agreements between both parties if any so exist.

This Contract is the complete and entire agreement of the parties.

In the event that any term, provision or paragraph of this Contract is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this Contract.

This Contract and all rights, obligations, and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of New Jersey.

### **ARTICLE III: SCOPE OF SERVICES**

#### **A. Services to be Provided.**

The Provider will perform lawn maintenance and turf maintenance at the shared Sports Complex Property. The Recipient will agree to contribute funds to defray the costs of the park maintenance. Services related to the turf maintenance at the Sports Complex property includes, but it not limited to the purchase of fertilization and chemical applications, grass seed, field clay, and general maintenance to preserve and enhance the facility's turf. Additionally, Provider shall furnish the labor and equipment to perform grass cutting services, including general grass cutting, as well as grass trimming along buildings and obstructions at the Shared Sports Complex property.

### **ARTICLE IV: PAYMENTS BY THE RECIPIENT**

#### **B. Payment.**

The Recipient shall agree to contribute a sum of \$17,340.00 to defray turf maintenance costs at the shared Sports Complex property. The Provider shall bill the Recipient quarterly in the amount of \$4,335.00. The Recipient shall remit payment to the Provider within sixty (60) days of receipt of the Provider's bill.

#### **C. Payment Dates.**

The Recipient shall provide sufficient funds in its budget to cover contract costs. The Recipient shall provide quarterly payment for the service charges, based on sum agreed to in subsection A.

The quarterly payments shall be made as follows: first payment, January 1, 2014; second, April 1, 2014; third, July 1, 2014; and fourth, October 1, 2014. In the event that this agreement commences other than on January 1, 2014, the outstanding payments shall be made on the first day of the Agreement becomes effective and the remaining payment dates shall be states as above.

**ARTICLE V: TERM OF CONTRACT**

The effective date of this Contract shall be the date written above and shall be in effect for a term of One (1) years, commencing retroactively from January 1, 2014 for a period through to January 1, 2015.

**ARTICLE VI: TERMINATION**

Either party may have the right to terminate this Contract by giving sixty (60) days written notice. The notice must be in writing and delivered in person or by registered or certified mail to the principal address of the Provider or Recipient.

**ARTICLE VII: RENEWAL**

Three (3) months prior to the expiration of this agreement the parties will conduct a meeting to evaluate the feasibility of the agreement for both the Provider and the Recipient. If both parties agree that the arrangement would continue to be beneficial for both parties they may extend the term of this Agreement upon such terms and conditions, including compensation, as they agree and incorporate into a written agreement.

**ARTICLE VIII: INDEMNIFICATION & DEFENSE OF THE TOWNSHIP OF HARDYSTON AND ALL RELEVANT TOWNSHIP OF HARDYSTON PERSONNEL**

In the event the Township of Hardyston or any of the Township's personnel are named as parties in any claim, proceeding, litigation lawsuit or similar matter involving aw matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

**ARTICLE IX: AMENDMENT**

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the designated representatives of both the Township and the Board of Education, and specifies the date the provisions of such amendment shall be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the *22<sup>nd</sup>* day of JAN, 2014.

Attest:

THE TOWNSHIP OF HARDYSTON

  
JANE BAKALARCZYK  
MUNICIPAL CLERK

By:

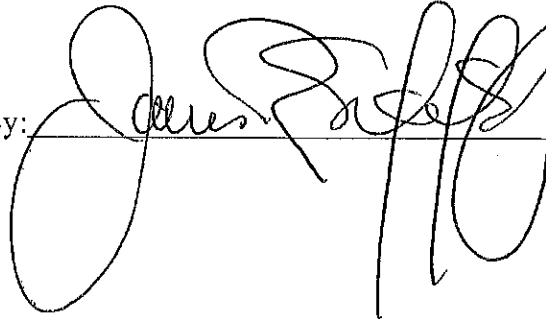
  
Stanley Kula, Mayor

Attest:

HARDYSTON TOWNSHIP BOARD OF EDUCATION



By:



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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: HARDYSTON TWP BOARD OF EDUCATION COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

LAWN MAINTENANCE
------------------

EFFECTIVE DATE: JANUARY 1, 2014

EXPIRATION DATE: JANUARY 1, 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.



**LAWN MAINTENANCE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF HARDYSTON  
AND  
THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**

**THIS AGREEMENT**, commencing on January 1, 2014, by and between

**THE TOWNSHIP OF HARDYSTON**, a municipal corporation of the State of New Jersey, located at 149 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**PROVIDER**”, and

**THE HARDYSTON TOWNSHIP BOARD OF EDUCATION**, located at 183 Wheatsworth Road, Hardyston, New Jersey, hereinafter referred to as “**RECIPIENT**”.

**WITNESSETH**, that the Provider and the Recipient, for the consideration hereinafter named, agree as follows:

**ARTICLE I: AUTHORITY**

The Township of Hardyston, located in the County of Sussex, State of New Jersey, as Lead Agency is hereby authorized by Resolution to establish an agreement and to enter into this contract with the Recipient for the service of lawn maintenance.

**ARTICLE II: GENERAL PROVISIONS**

This Contract and all of the obligations and covenants hereunder shall bind the parties, their legal representatives, successors and assigns, and shall insure to the benefit of their legal representatives, successors, and assigns.

This Contract shall not be modified, amended, or terminated, except by another written agreement executed by the parties, subject to the terms and conditions set forth herein.

This Contract constitutes the entire understanding of the parties, and both parties acknowledge that they have carefully read and understand this Contract.

This Contract and its provisions shall merge any prior contracts or agreements between both parties if any so exist.

This Contract is the complete and entire agreement of the parties.

In the event that any term, provision or paragraph of this Contract is declared illegal, void, or unenforceable, it shall not effect or impair the other terms, provisions or paragraphs of this Contract.

This Contract and all rights, obligations, and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of New Jersey.

### **ARTICLE III: SCOPE OF SERVICES**

#### **A. Services to be Provided.**

The Provider will perform lawn maintenance at the Recipients two facilities located at 183 Wheatsworth Road, Hardyston, NJ and 50 Route 23, Franklin, NJ . The Provider shall furnish the labor and equipment to perform grass cutting services. This service shall include general grass cutting as well as grass trimming along buildings and obstructions. All safety and inspection activities concerning the subject property, which the lawn maintenance services shall be rendered shall remain the sole responsibility of the Recipient.

### **ARTICLE IV: PAYMENTS BY THE RECIPIENT**

#### **B. Payment.**

The Recipient shall agree to contribute a sum of \$16,269.00 for the lawn services rendered by the Provider. The Provider shall bill the Recipient twice yearly in the amount of \$8,134.50.00. The Recipient shall remit payment to the Provider within sixty (60) days of receipt of the Provider's bill.

#### **C. Payment Dates.**

The Recipient shall provide sufficient funds in its budget to cover contract costs. The Recipient shall provide quarterly payment for the service charges, based on sum agreed to in subsection A.

Payments shall be made as follows: first payment, July 1, 2014; second, October 1, 2014.

**ARTICLE V: TERM OF CONTRACT**

The effective date of this Contract shall be the date written above and shall be in effect for a term of One (1) year commencing retroactively from January 1, 2014 for a period through January 1, 2015.

**ARTICLE VI: TERMINATION**

Either party may have the right to terminate this Contract by giving sixty (60) days written notice. The notice must be in writing and delivered in person or by registered or certified mail to the principal address of the Provider or Recipient.

**ARTICLE VII: RENEWAL**

Three (3) months prior to the expiration of this agreement the parties will conduct a meeting to evaluate the feasibility of the agreement for both the Provider and the Recipient. If both parties agree that the arrangement would continue to be beneficial for both parties they may extend the term of this Agreement upon such terms and conditions, including compensation, as they agree and incorporate into a written agreement.

**ARTICLE VIII: INDEMNIFICATION & DEFENSE OF THE TOWNSHIP OF HARDYSTON AND ALL RELEVANT TOWNSHIP OF HARDYSTON PERSONNEL**

In the event the Township of Hardyston or any of the Township's personnel are named as parties in any claim, proceeding, litigation lawsuit or similar matter involving any matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee(s) and/or Provider for any damages awarded against the employee(s) and/or provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

**ARTICLE IX: AMENDMENT**

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the designated representatives of

both the Township and the Board of Education, and specifies the date the provisions of such amendment shall be effective.

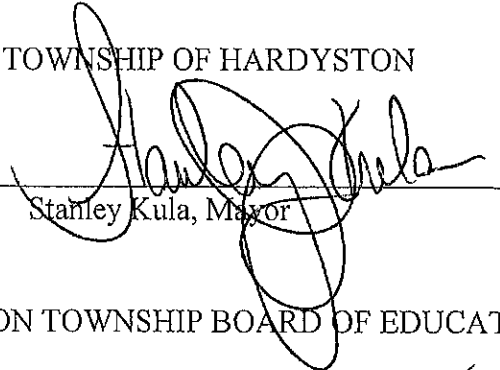
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the 22<sup>nd</sup> day of JAN, 2014.

Attest:

  
JANE BAKALARCZYK  
MUNICIPAL CLERK

THE TOWNSHIP OF HARDYSTON

By:

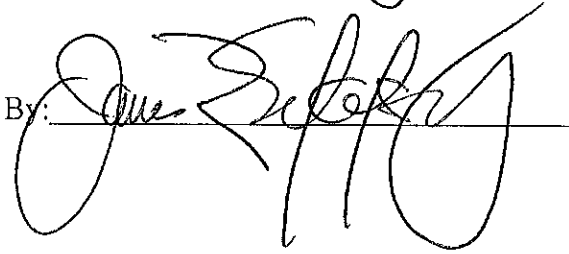
  
Stanley Kula, Mayor

Attest:

HARDYSTON TOWNSHIP BOARD OF EDUCATION

Wendy Chandler

By:



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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: BOROUGH OF HAMBURG COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

STREET SWEEPING (A minimum of four (4) hours and a maximum of seven (7) hours for street sweeping shall be completed by Hardyston during any one single calendar year).

EFFECTIVE DATE: MARCH 12, 2014

EXPIRATION DATE: RENEWED ANNUALLY

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.

## INTERLOCAL SERVICES AGREEMENT STREET SWEEPING

THIS AGREEMENT, made this 12<sup>th</sup> day of MARCH, 2014 by and between the Township of Hardyston, having its principal place of business at 149 Wheatsworth Road, Suite A, Hardyston, New Jersey (hereinafter referred to as "Hardyston"), and the Borough of Hamburg, having its principal place of business at 6 Wallkill Avenue, Hamburg, New Jersey (hereinafter referred to as "Hamburg") (hereinafter collectively referred to as the "Parties").

### WITNESSETH

WHEREAS, Hamburg has requested the services of Hardyston to provide street sweeping services to Hamburg; and

WHEREAS, Hardyston has the capability and desires to provide street sweeping services to Hamburg; and

WHEREAS, the Parties have agreed upon terms for the provision of street sweeping services as memorialized herein this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties agree as follows:

1. Hardyston shall provide street sweeping services for Hamburg, including the provision of any equipment and operators, in accordance with all applicable State and local statutes, regulations, codes and ordinances.
2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to Hamburg.
3. Hardyston shall designate the equipment and operators used for street sweeping services in Hamburg.
4. Hamburg has agreed to pay Hardyston for sweeping services, a fee of One Hundred Fourteen Dollars (\$114.00) per hour (Regular Business Hours). Billable hours shall include the travel time to and from the Hardyston Township garage located at the intersection of Route 94 and North Church Road, Hardyston Township.
5. The use of the sweeper by Hamburg shall be limited to Regular Business hours, Monday through Friday, 7:00 a.m. to 3:00 p.m.

6. A minimum of four (4) hours and a maximum of seven (7) hours for street sweeping shall be completed by Hardyston during any one single calendar day.

7. Hamburg shall provide access to water and a location for the disposal of debris collected by the Hardyston sweeper, at no cost to Hardyston.

8. Hardyston shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. Hamburg shall be named as an additional insured providing same is authorized by Statewide Insurance Fund.

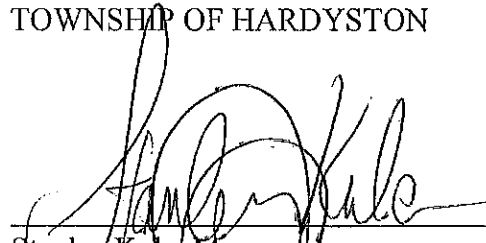
Hamburg agrees that it shall indemnify and hold Hardyston harmless from any and all liability and claims for damages or injury caused by or resulting from any negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, including any pollutants resulting from the collection of any debris .

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

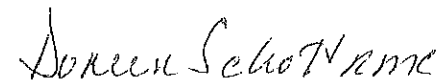
ATTEST:

  
Jane Bakalarczyk, RMC

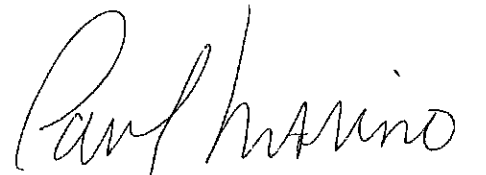
TOWNSHIP OF HARDYSTON

  
Stanley Kula, Mayor

ATTEST:

  
Doreen Schott, RMC

BOROUGH OF HAMBURG

  
Paul Marino, Mayor

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

PROVIDER: HARDYSTON TOWNSHIP COUNTY: SUSSEX

RECIPIENT: HAMBURG BOARD OF EDUCATION COUNTY: SUSSEX

BRIEF DESCRIPTION OF SERVICE:

STREET SWEEPING (A minimum of four (4) hours and a maximum of seven (7) hours for street sweeping shall be completed by Hardyston during any one single calendar year).

EFFECTIVE DATE: APRIL 8, 2014

EXPIRATION DATE: RENEWED ANNUALLY

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.



**INTERLOCAL SERVICES AGREEMENT  
STREET SWEEPING**

THIS AGREEMENT, made this 8<sup>th</sup> day of April, 2014 by and between the Township of Hardyston, having its principal place of business at 149 Wheatsworth Road, Suite A, Hardyston, New Jersey (hereinafter referred to as "Hardyston"), and the Hamburg Boe, having its principal place of business at 30 Linwood Avenue, Hamburg, New Jersey (hereinafter referred to as "Hamburg") (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, Hamburg has requested the services of Hardyston to provide street sweeping services to Hamburg; and

WHEREAS, Hardyston has the capability and desires to provide street sweeping services to Hamburg; and

WHEREAS, the Parties have agreed upon terms for the provision of street sweeping services as memorialized herein this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties agree as follows:

1. Hardyston shall provide street sweeping services for Hamburg, including the provision of any equipment and operators, in accordance with all applicable State and local statutes, regulations, codes and ordinances.

2. Additional municipalities may be added as new participants to this service arrangement at the sole discretion of the Provider. The additional new participants shall not affect the level of services being provided to Hamburg.

3. Hardyston shall designate the equipment and operators used for street sweeping services in Hamburg.

4. Hamburg has agreed to pay Hardyston for sweeping services, a fee of Nine Hundred Fifty Dollars (\$950.00). Hours shall include the travel time to and from the Hardyston Township garage located at the intersection of Route 94 and North Church Road, Hardyston Township.

5. The use of the sweeper by Hamburg shall be coordinated with Supervisor of Buildings and Grounds.

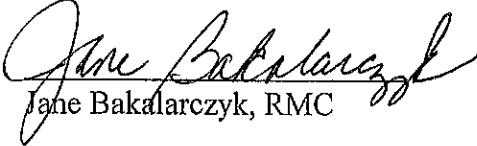
6. A minimum of four (4) hours and a maximum of seven (7) hours for street sweeping shall be completed by Hardyston during any one single calendar day.

7. Hardyston shall maintain in full force and effect during the term of this Agreement, worker's compensation and auto liability insurance, covering all employees and vehicles used in its performance of this Agreement herein. Hamburg shall be named as an additional insured providing same is authorized by Statewide Insurance Fund.

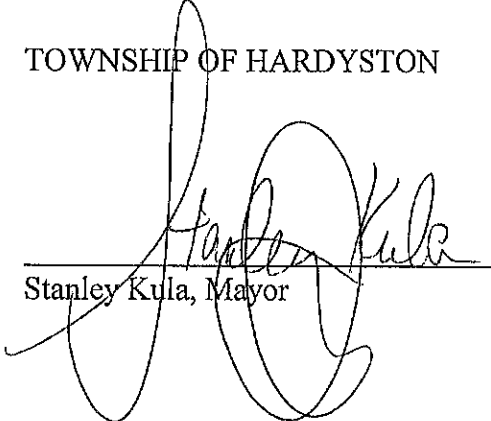
Hamburg agrees that it shall indemnify and hold Hardyston harmless from any and all liability and claims for damages or injury caused by or resulting from any negligent acts, errors or omissions of the Provider or the Provider's agents, officers, employees or assigns, arising out of the provision of the services set forth in this Agreement, including any pollutants resulting from the collection of any debris .

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

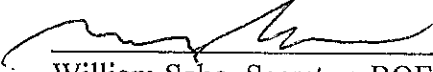
ATTEST:

  
Jane Bakalarczyk, RMC

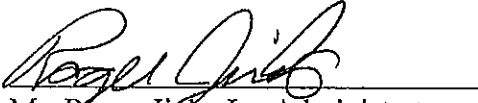
TOWNSHIP OF HARDYSTON

  
Stanley Kula, Mayor

ATTEST:

  
William Sabo, Secretary BOE

HAMBURG BOARD OF EDUCATION

  
Mr. Roger Jinks Jr., Administrator