

**A SHARED SERVICES AGREEMENT BY
AND BETWEEN THE BOROUGH OF GIBBSBORO
AND HADDON TOWNSHIP RELATIVE TO THE
INSPECTION AND CLEANING OF STORM
SEWER INLETS BY HADDON TOWNSHIP**

THIS DOCUMENT constitutes a Shared Services Agreement ("Agreement") pursuant to N.J.S.A. 40A:65-1, et seq., entered into by and between the Borough of Gibbsboro, a body politic and corporate of the State of New Jersey with offices located at 49 Kirkwood Road, Gibbsboro, New Jersey 08026 and Haddon Township, a body politic and corporate of the State of New Jersey with offices located at 135 Haddon Avenue, Westmont, New Jersey 08108.

WITNESSETH

WHEREAS, the Borough of Gibbsboro is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Haddon Township is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, Haddon Township has in its employ certain individuals with the skill and expertise to provide inspection and cleaning of storm sewer inlets;

NOW THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. The term of this Agreement shall be one (1) year commencing on January 1, 2011 and terminating December 31, 2011.
2. Haddon Township shall be responsible for the inspection and cleaning of storm sewer inlets in the Borough of Gibbsboro.
3. Such inspection by Haddon Township shall be performed as needed and as requested in writing by the Gibbsboro Borough Engineer.

4. Such inspection and clean out services shall be performed by Haddon Township within one (1) week of the written request made by the Gibbsboro Borough Engineer.

5. Gibbsboro shall pay to Haddon Township the sum of \$1,200.00 per day for such services within ____ days.

6. It is acknowledged by Haddon Township that it is the intention of the parties that Gibbsboro shall not incur any additional cost either way of salary, fringe benefits or other costs associated with the implementation of this Agreement.

7. It is further acknowledged by the parties that the persons performing these services shall not be employees of the Borough of Gibbsboro but, in fact, shall be employees of Haddon Township and any payments made hereunder by Gibbsboro shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

8. The Township of Haddon and Borough of Gibbsboro shall indemnify and hold each other harmless and defend each other, their elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

9. In the event a dispute shall arise concerning the terms and conditions of this Agreement, the parties hereto agree to submit said dispute to an impartial arbitrator appointed by the American Arbitration Association in accordance with the American Arbitration Association Rules. Each party involved in the arbitration shall be responsible for its equally sharing in the cost of the proceeding, including the arbitrator. The parties agree that the decision rendered by the impartial arbitrator shall be binding.

10. The following provisions shall apply to this agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

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

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without Haddon Township's prior written permission.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

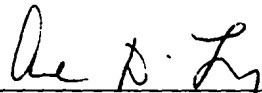
I. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.


IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

Attest:

Borough of Gibbsboro

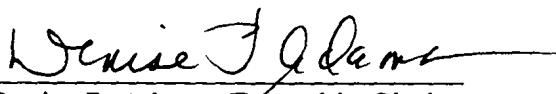


Ann Levy, Borough Clerk

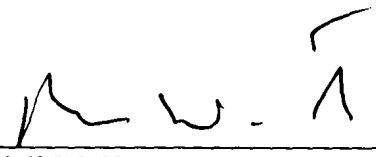
By: 

Edward G. Campbell, III, Mayor

Haddon Township



Denise P. Adams, Township Clerk

By: 

Randall W. Teague, Mayor

RESOLUTION #2010-192

**TOWNSHIP OF HADDON
COUNTY OF CAMDEN**

RESOLUTION OF THE TOWNSHIP OF HADDON, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF GIBBSBORO AND THE TOWNSHIP OF HADDON RELATIVE TO THE INSPECTION AND CLEANING OF STORM SEWER INLETS AND TO CLEAN AND MAINTAIN THE SANITARY SEWER SYSTEM BY THE TOWNSHIP OF HADDON.

WHEREAS, the Township of Haddon (hereinafter "Haddon") is a public entity organized under the laws of the State of New Jersey and located in the State of New Jersey; and

WHEREAS, the Borough of Gibbsboro is a municipal entity organized under the laws of the State of New Jersey and located in Camden County, New Jersey ("Gibbsboro"); and

WHEREAS, Gibbsboro and Haddon desire to enter into a Shared Services Agreement ("Agreement") to effectuate a program for the inspection and cleaning of storm sewer inlets and sanitary sewer mains, manholes and related pump station appurtenances, to the benefit of the citizens of both the Borough of Gibbsboro and the Township of Haddon; and

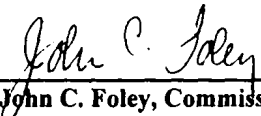
WHEREAS, the Township of Haddon finds that such an Agreement can be arranged and can be mutually beneficial to both municipalities at the rate of \$1,200.00 per day;

WHEREAS, this Resolution is necessary to permit the Mayor and Township Clerk of the Township of Haddon to execute such a Shared Services Agreement on behalf of the Township of Haddon;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Commissioners of the Township of Haddon, County of Camden, State of New Jersey, that Randall W. Teague., Mayor of the Township of Haddon and Denise P. Adams, Township Clerk of the Township of Haddon, are hereby authorized to execute a Shared Services Agreement, a copy of which is attached hereto as Exhibit "A", to enter into this agreement to effectuate a storm sewer and sanitary sewer inspection and cleaning program, to the benefit of the citizens of both the Township of Haddon and the Borough of Gibbsboro.

THE TOWNSHIP OF HADDON

BY: 
Randall W. Teague, Mayor

BY: 
John C. Foley, Commissioner

BY: Excused
Paul Dougherty, Commissioner

ATTEST:

Denise P. Adams
Denise P. Adams, Municipal Clerk

I, Denise P. Adams, Municipal Clerk for the Township of Haddon, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Board of Commissioners of the Township of Haddon, at a meeting of said Board of Commissioners of the Township of Haddon on December 28, 2010 and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Mayor and Commissioners of the Township of Haddon.

Denise P. Adams
Denise P. Adams, Municipal Clerk

2011-1-35

**AUTHORIZATION TO ENTER INTO AN SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF HADDON TO CLEAN AND INSPECT STORM
SEWER INLETS AND TO CLEAN AND MAINTAIN THE SANITARY SEWER
SYSTEM**

WHEREAS, the Borough of Gibbsboro has requested assistance with the cleaning and maintenance of it's storm sewer and sanitary sewer systems; and

WHEREAS, the Borough of Gibbsboro has requested to enter into an Shared Services Agreement with the Township of Haddon to provide inspection and cleaning of the storm sewer inlets and sanitary sewer mains, manholes and related pump station appurtenances; and

WHEREAS, the Township of Haddon finds that such an agreement can be arranged and can be mutually beneficial to both municipalities at the rate of \$1200.00 per day.

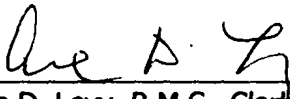
NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Gibbsboro, County of Camden, State of New Jersey that the Mayor and Borough Clerk be authorized to sign the Shared Services Agreement to allow for the inspection and cleaning of the storm sewer inlets and sanitary sewer mains, manholes and related pump station appurtenances with the Borough of Gibbsboro, Camden County, New Jersey.

1/5/11
Date

1/5/11
Date



Mayor Edward G. Campbell, III



Anne D. Levy, R.M.C., Clerk