

## **RESOLUTION 32-2022**

### **A RESOLUTION OF THE BOROUGH OF WOODBURY HEIGHTS AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF WOODBURY HEIGHTS AND THE TOWNSHIP OF WEST DEPTFORD FOR A CERTIFIED RECYCLING PROFESSIONAL TO PREPARE THE ANNUAL RECYCLING TONNAGE REPORT FOR THE YEAR 2022 AND FOR USE OF WEST DEPTFORD'S BUCKET TRUCK AND CHIPPER BY THE BOROUGH OF WOODBURY HEIGHTS**

WHEREAS, beginning in 2012, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and "signed" by a Certified Recycling Professional (hereinafter "CRP"). Recycling Tonnage Reports will be submitted via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the department; and

WHEREAS, Woodbury Heights is a Municipal Corporation of the State of New Jersey, with its principal offices located at 500 Elm Avenue, Woodbury Heights, New Jersey; and

WHEREAS, West Deptford is a Municipal Corporation of the State of New Jersey, with its principal offices located at 400 Crown Point Road, West Deptford, New Jersey; and

WHEREAS, Woodbury Heights has the capabilities to provide the services of its CRP to West Deptford; and

WHEREAS, Woodbury Heights has a need for the use of a bucket truck and chipper for Borough business; and

WHEREAS, West Deptford, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Gloucester County Solid Waste Management Plan and amendments thereto; and

WHEREAS, West Deptford has the need for a CRP to complete and submit its Recycling Tonnage Report; and

WHEREAS, West Deptford has the capabilities to provide the use of its bucket truck and chipper to Woodbury Heights; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

WHEREAS, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law; and

WHEREAS, the Agreement shall be effective retroactively to December 15, 2021 and until December 31, 2022.



NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor Concurring, that the Mayor and Borough Clerk are herein authorized to execute the attached Agreement by and between the Borough of Woodbury Heights and the Township of West Deptford for the use of a CRP to complete and submit the West Deptford Recycling 2021 Tonnage Report and for use of a bucket truck and chipper by the Borough of Woodbury Heights.

**BOROUGH OF WOODBURY HEIGHTS**

BY:   
WILLIAM C. PACKER, MAYOR

ATTEST:

  
SHANNON ELTON, BOROUGH CLERK

**CERTIFICATION**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at a Regular Meeting held on January 19, 2022.

  
SHANNON ELTON, BOROUGH CLERK



**WEST DEPTFORD TOWNSHIP**

**RESOLUTION 2021- 404**

**RESOLUTION OF THE TOWNSHIP OF WEST DEPTFORD AUTHORIZING EXECUTION OF SHARED SERVICES AGREEMENT BY AND BETWEEN THE BOROUGH OF WOODBURY HEIGHTS AND THE TOWNSHIP OF WEST DEPTFORD FOR A CERTIFIED RECYCLING PROFESSIONAL TO PREPARE ANNUAL RECYCLING TONNAGE REPORT FOR THE YEAR 2022 AND FOR USE OF A WEST DEPTFORD BUCKET TRUCK AND CHIPPER BY THE BOROUGH OF WOODBURY HEIGHTS**

**WHEREAS**, beginning in 2012, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and "signed" by a Certified Recycling Professional (hereinafter "CRP"). Recycling Tonnage Reports will be submitted via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the department; and

**WHEREAS**, West Deptford is a Municipal Corporation of the State of New Jersey, with its principal offices located at 400 Crown Point Road, West Deptford, New Jersey; and

**WHEREAS**, Woodbury Heights is a Municipal Corporation of the State of New Jersey, with its principal offices located at 500 Elm Avenue, Woodbury Heights, New Jersey; and

**WHEREAS**, West Deptford, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Gloucester County Solid Waste Management Plan and amendments thereto; and

**WHEREAS**, West Deptford has the need for a CRP to complete and submit its Recycling Tonnage Report; and

**WHEREAS**, Woodbury Heights has the capabilities to provide the services of its CRP to West Deptford; and

**WHEREAS**, Woodbury Heights has a need for the use of a bucket truck and chipper for Borough business; and

**WHEREAS**, West Deptford has the capabilities to provide the use of its bucket truck and chipper to Woodbury Heights; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and


**WHEREAS**, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law; and

**WHEREAS**, the Agreement shall be effective commencing upon the execution date of the Agreement and until December 31, 2022.

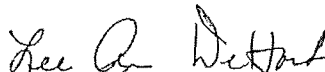
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of West Deptford, County of Gloucester, State of New Jersey, on this 15<sup>th</sup> day of December, 2021, that the Mayor and Township Clerk are herein authorized to execute the attached Agreement by and between the Borough of Woodbury Heights and the Township of West Deptford for the use of a CRP to complete and submit the West Deptford Recycling 2021 Tonnage Report and for use of a bucket truck and chipper by the Borough of Woodbury Heights.

**ADOPTED** at a meeting of the Mayor and Township Committee held on the 15<sup>th</sup> day of December, 2021.

**TOWNSHIP OF WEST DEPTFORD**

  
JAMES P. MEHARFEY, Deputy Mayor

**ATTEST:**

  
LEE ANN DEHART, Registered Municipal Clerk

**CERTIFICATION**

I, Lee Ann DeHart, Registered Municipal Clerk, of the Township of West Deptford, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Township Committee at a meeting of the Township of West Deptford held on December 15, 2021.

  
Lee Ann DeHart, Registered Municipal Clerk

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**SHARED SERVICES AGREEMENT**

**by and between**

**TOWNSHIP OF WEST DEPTFORD**

**and**

**BOROUGH OF WOODBURY HEIGHTS**

**for a Certified Recycling Professional (CRP) to Prepare Annual Recycling Tonnage  
Report for the Township of West Deptford and for the Use of a West Deptford  
Bucket Truck and Chipper by the Borough of Woodbury Heights**

**Dated: December 15, 2021**

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**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WEST  
DEPTFORD AND BOROUGH OF WOODBURY HEIGHTS FOR CERTIFIED  
RECYCLING PROFESSIONAL (CRP) TO PREPARE ANNUAL RECYCLING  
TONNAGE REPORT AND THE USE OF A WEST DEPTFORD BUCKET  
TRUCK OWNED BY THE TOWNSHIP OF WEST DEPTFORD**

**THIS AGREEMENT** made this 15<sup>th</sup> day of December, 2021 between the Township of West Deptford, 400 Crown Point Road, West Deptford, New Jersey 08086, (hereinafter referred to as "West Deptford") and the Borough of Woodbury Heights, 500 Elm Avenue, Woodbury Heights, New Jersey 08097 (hereinafter referred to as "Woodbury Heights").

**RECITALS**

**WHEREAS**, beginning in 2012, each New Jersey municipality is required by the Recycling Enhancement Act (REA) to have mandatory Annual Recycling Tonnage Reports approved and "signed" by a Certified Recycling Professional (hereinafter "CRP"). Recycling Tonnage Reports will be submitted via email to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel structure provided by the department; and

**WHEREAS**, West Deptford is a Municipal Corporation of the State of New Jersey, with its principal offices located at 400 Crown Point Road, West Deptford, New Jersey; and

**WHEREAS**, Woodbury Heights is a Municipal Corporation of the State of New Jersey, with its principal offices located at 500 Elm Avenue, Woodbury Heights, New Jersey; and

**WHEREAS**, West Deptford, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Gloucester County Solid Waste Management Plan and amendments thereto; and

**WHEREAS**, West Deptford has the need for a CRP to complete and submit its Recycling Tonnage Report; and

**WHEREAS**, Woodbury Heights has the capabilities to provide the services of its CRP to West Deptford; and

**WHEREAS**, Woodbury Heights has a need for the use of a West Deptford bucket truck and chipper for Borough business; and

**WHEREAS**, West Deptford has the capabilities to provide the use of its bucket truck and chipper to Woodbury Heights; and



**WHEREAS**, N.J.S.A. 40A:65-1 et seq. ("Shared Services Law") specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements; and

**WHEREAS**, the parties to this Shared Services Agreement agree that their mutual public purposes and their best interests will be promoted by the execution and delivery of this Agreement pursuant to the powers conferred by the Shared Services Law.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND REPRESENTATIONS CONTAINED HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:**

### **AGREEMENT**

This Agreement sets forth the specific provisions for the Shared Services Agreement between West Deptford and Woodbury Heights for providing a Certified Recycling Professional for the preparation of and signing of West Deptford's Annual Recycling Tonnage Report and the use of one bucket truck owned by the Township of West Deptford in accordance with the Shared Services Law, as follows:

#### **A. DESCRIPTION OF SERVICES**

1. West Deptford shall retain the services of Woodbury Heights for a CRP that will be responsible for reviewing and signing mandatory annual municipal Recycling Tonnage Report prepared by West Deptford, as provided in the Gloucester County Solid Waste Management Plan, and with the State NJDEP.

2. West Deptford designates Ryan Wells as preparer of the report.

3. It is West Deptford's responsibility to retain the appropriate documentation for five years in the event of a field review.

4. West Deptford shall provide the use of its bucket truck and chipper for up to five (5) times per year to Woodbury Heights and shall agree upon specific procedures to enact providing equipment and/or services.

5. The bucket truck and chipper shall be insured under the JIF Automobile Liability policy under the TRICO JIF, of which both Woodbury Heights and West Deptford are members.

6. In the event of any property damage incurred while the bucket truck and/or chipper is in use, the party making use of the bucket truck and/or chipper, at the time of the accident, will be responsible for paying any insurance deductible required by the JIF Automobile Liability policy.

7. West Deptford reserves the right to reasonably amend the specifications of this Agreement by giving thirty (30) days written notification to Woodbury Heights of any changes thereto.

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.

## **B. TERM OF AGREEMENT**

The term of this Shared Services Agreement (Term) shall commence on the execution by the parties of this Agreement and shall continue until December 31, 2022 unless terminated by one party upon three months written notice to the other party.

## **C. TERMINATION**

Either party may terminate this Agreement for any reason upon three (3) month's written notice or immediately upon declaring the other party in default under the provisions of this Agreement.

## **D. COMPLIANCE WITH LAWS AND REGULATIONS**

The parties agree that they will, at their own cost and expense, promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

## **E. MISCELLANEOUS**

1. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the parties hereto.

2. **Supplements.** The parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be required to correct any inconsistent or ambiguous term of the Agreement.

3. **Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived herein.

4. **Amendments.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

5. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. **Notices.** Unless otherwise provided in writing, any notices to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be delivered personally or be certified or registered mail and, if so mailed, shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise, shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their following respective addresses or at such other addresses as each party may hereafter designate to the other parties in writing:

If to West Deptford

Township Clerk  
400 Crown Point Road  
West Deptford, New Jersey

If to the Woodbury Heights

Shannon Elton  
500 Elm Avenue  
Woodbury Heights, New Jersey

8. **Covenants and Conditions.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the parties, and neither the officers, agents or employees of the parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State of New Jersey, including all matters of enforcement, validity and performance.

10. **Counterparts.** This Shared Services Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**F. EFFECTIVE DATE**

This Shared Services Agreement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties of this Shared Services Agreement.

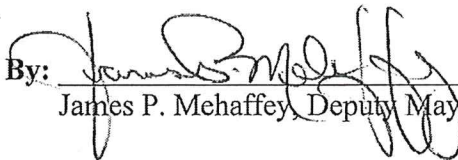
**G. SIGNATURES**

**IN WITNESS WHEREOF**, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

**ATTEST:**

**TOWNSHIP OF WEST DEPTFORD**

  
\_\_\_\_\_  
LEE ANN DEHART, Clerk

By:   
\_\_\_\_\_  
James P. Mehaffey, Deputy Mayor

**ATTEST:**

**BOROUGH OF WOODBURY HEIGHTS**

  
\_\_\_\_\_

By:   
\_\_\_\_\_

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