

**TOWNSHIP OF EVESHAM**

**RESOLUTION NO. 123-2011**

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
BETWEEN THE TOWNSHIP OF EVESHAM, THE EVESHAM TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY AND THE EVESHAM FIRE DISTRICT  
FOR THE PROCUREMENT OF AN ENERGY AGENT**

WHEREAS, the Township of Evesham, the Evesham Township Municipal Utilities Authority, and the Evesham Fire District have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the procurement of the services of an energy agent by the Township of Evesham. The energy agent will provide consulting and energy procurement services for each of the parties, for purposes of obtaining the most cost-effective and efficient energy services for each of the parties, and the Authority and the Fire District will reimburse the Township for the costs of the energy agent services, on a kw/hr ratio as listed in the Request for Proposal for the procurement of an energy agent; and

WHEREAS, the Township, the Authority, and the Fire District are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Township, the Authority, and the Fire District are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW THEREFORE BE IT RESOLVED, a Shared Services Agreement is hereby authorized to be entered into by and between the Township of Evesham, in the County of Burlington, with its principal office located at 984 Tuckerton

Road, Evesham, New Jersey 08053, (hereinafter the "Township"), and the Evesham Township Municipal Utilities Authority, a public body corporate and politic, with its principal office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Authority"), and the Evesham Fire District, with its administrative office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Fire District") substantially in the form presented at this meeting and attached hereto and is hereby approved and adopted by the Township of Evesham, subject to review by the Township Solicitor.

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized to execute and deliver the Agreement following the Township Solicitor's review, and they and the other officers of the Township of Evesham as well, are hereby authorized to execute and deliver any and all certificates, agreements and documents necessary to effectuate the Township's obligations under the Agreement.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on May 3, 2011.

  
 Carmela Bonfrisco, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
CROFT			✓			
HACKMAN		✓	✓			
HOWARTH			✓			
ZEULI	✓		✓			
MAYOR BROWN			✓			

**SHARED SERVICES AGREEMENT**  
by and between  
**THE TOWNSHIP OF EVESHAM**  
and  
**THE EVESHAM TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
and  
**THE EVESHAM FIRE DISTRICT**

This Shared Services Agreement is entered into by and between the Township of Evesham, in the County of Burlington, with its principal office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Township"), and the Evesham Township Municipal Utilities Authority, a public body corporate and politic, with its principal office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Authority"), and the Evesham Fire District, with its administrative office located at 984 Tuckerton Road, Evesham, New Jersey 08053, (hereinafter the "Fire District");

WHEREAS, the Township, the Authority, and the Fire District have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the procurement of the services of an energy agent by the Township of Evesham. The energy agent will provide consulting and energy procurement services for each of the parties, for purposes of obtaining the most cost-effective and efficient energy services for each of the parties, and the Authority and the Fire District will reimburse the Township for the costs of the energy agent services, on a kw/hr ratio as listed in the Request for Proposal for the procurement of an energy agent; and

WHEREAS, the Township, the Authority, and the Fire District are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Township, the Authority, and the Fire District are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement ("Shared Services") are the consulting services of an energy agent, who will act as the agent of each of the parties in procuring energy services.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the Township shall be considered the party performing the Shared Services, and the Authority and the Fire District shall be considered the party on whose behalf the Shared Services are being performed.

2.02 The parties shall be responsible for the costs of the Shared Services that are the subject of this Agreement based upon the ratio of kw/hr listed in the Request for Proposal for the procurement of an energy agent.

3. ESTIMATED COST OF SERVICES

3.01 The total maximum estimated cost for the energy agent Shared Services that are the subject of this Agreement is \$20,000.

4. DURATION OF AGREEMENT.

4.01. The term of this Agreement shall commence on the last date when this Agreement is executed by the parties below, and shall end upon the issuance of final payment to the energy agent whose services are procured, or one year following the date of commencement of this agreement, whichever is later.

## 5. PROCEDURE FOR PAYMENTS

5.01 With respect to the costs to be shared under this Agreement, the Township shall pay for all such expenses as they are due to the energy agent, pursuant to the requirements of the Local Public Contracts Law and other applicable law. The Township shall then provide the Authority and the Fire District with monthly billings for all such expenses, and the Authority and the Fire District shall make payment to the Township within thirty (30) days of receipt of those monthly billings.

5.02 With respect to other reasonable and necessary expenses incurred for the energy agent Shared Services that are not specifically referred to herein, the Township shall pay for all such expenses. The Township shall then provide the Authority and the Fire District with monthly or quarterly billings for all such expenses, and the Authority and the Fire District shall make payment within thirty (30) days of receipt of those monthly billings.

5.03 In accordance with N.J.S.A. 40A:65-7.g, in the event of any dispute as to the amount to be paid by the Authority and/or the Fire District, the full amount requested by the Township shall be paid; but if through subsequent negotiation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Township shall forthwith repay the excess.

## 6. AGENCY

6.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the Township shall be considered the general agent of the Authority and the Fire District. The Township has full powers of performance of the Shared Services, and has full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Authority and the Fire District, on whose behalf the Township acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement.

## 7. MODIFICATIONS

7.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

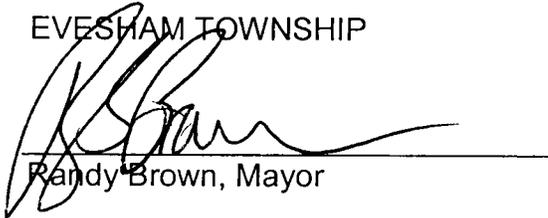
8. RESOLUTION TO ENTER AGREEMENT

8.01 The parties acknowledge that the "Township" is entering into this Agreement by the adoption of Resolution 123-2011, and that "Authority" is entering into this Agreement by the adoption of Resolution 2011-52, and the "Fire District" is entering into this Agreement by the adoption of Resolution 2011-34. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

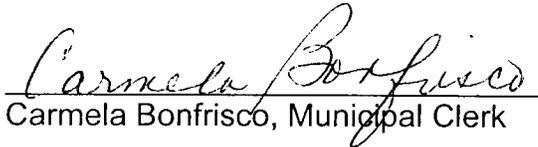
IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

EVESHAM TOWNSHIP

By:

  
Randy Brown, Mayor

ATTEST:

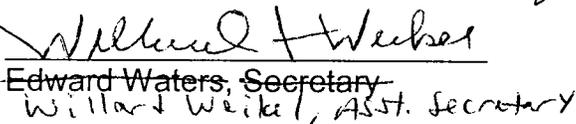
  
Carmela Bonfrisco, Municipal Clerk

EVESHAM TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY

By:

  
Joseph DeJulius, Chairman

ATTEST:

  
~~Edward Waters, Secretary~~  
Willard Weikel, ASST. Secretary

EVESHAM TOWNSHIP FIRE DISTRICT

By:

  
Robert Costello, President

ATTEST:

  
~~Nita Paul Helveston, Secretary~~  
Paul E Thomas, Jr.  
Business Manager