

**RESOLUTION NO. 2024-274**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF AN AMENDED SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR USE OF TRASH TRUCK**

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unity or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, due to a fire, the Township's trash truck suffered damage and is unusable for the near future; and

**WHEREAS**, Stafford Township has an automated trash removal truck (#249) which it agreed to loan to Little Egg Harbor Township; and

**WHEREAS**, the Township approved Resolution 2024-223, which authorized the Township of Little Egg Harbor and the Township of Stafford to enter into a Shared Services Agreement for the loan of a trash truck; and

**WHEREAS**, the Shared Services Agreement needs to be amended, not only to extend the term until December 31, 2024 but to add language as to snow removal such that if a snow event happened, Stafford Township would need possession of the trash truck during snow plowing operation and would return the trash truck to Little Egg Harbor Township at the conclusion of such snow plowing.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of an

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Rothstein, Mandell, Strohm,  
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amended Shared Services Agreement with the Township of Stafford, attached hereto as Schedule A, in a form acceptable to the Little Egg Harbor Township Attorney, which will amend the terms of the prior Shared Services Agreement to extend the term until December 31, 2024 and to add language as to snow removal such that if a snow event happened, Stafford Township would need possession of the trash truck during snow plowing operation and would return the trash truck to Little Egg Harbor Township at the conclusion of such snow plowing

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the amended Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

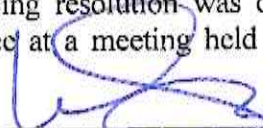
3. That the agreement shall become effective upon the passage of Resolutions by both Stafford Township and Little Egg Harbor Township and the full execution by both parties.

4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Township of Stafford and Little Egg Harbor Township Administrator Rodney Haines.

#### CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **14th** day of **November, 2024**.

  
\_\_\_\_\_  
**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**r|mshc**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN STAFFORD TOWNSHIP AND  
LITTLE EGG HARBOR TOWNSHIP**

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as MOU is hereby made and entered into by and between STAFFORD TOWNSHIP hereinafter referred to as STAFFORD and LITTLE EGG HARBOR TOWNSHIP hereinafter referred to as LITTLE EGG.

A. PURPOSE:

The purpose of this MOU is to develop and expand a framework of cooperation between STAFFORD and LITTLE EGG and to provide LITTLE EGG with an automated truck hereinafter referred to as TRUCK #249, owned by STAFFORD.

B. STAFFORD SHALL:

Provide the LITTLE EGG with the TRUCK #249 for its use, repair, maintenance and storage.

C. LITTLE EGG SHALL:

LITTLE EGG shall utilize this TRUCK #249 for the purpose of trash removal, in accordance with standard industry protocol.

LITTLE EGG shall return TRUCK #249 for the purpose of snow plowing should there be a snow event during the course of this agreement.

Furthermore, it is the obligation of the LITTLE EGG to maintain this equipment while under LITTLE EGG'S possession.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts STAFFORD or LITTLE EGG from participating in similar activities with other public or private agencies, organizations and individuals. In no event shall STAFFORD authorize use of the TRUCK #249 by any entity other than the LITTLE EGG unless there is express written authority given the LITTLE EGG during the duration of this MOU.
3. TERMINATION. Either party, upon fifteen (15) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

**STAFFORD:**

George Yackachonis, Sr., CPWM/CRP/CCC  
Stafford Township  
260 E. Bay Ave  
Manahawkin, NJ 08050

**LITTLE EGG:**

Brad Griffen, Superintendent of Public Works  
Little Egg Harbor Township  
665 Radio Road  
Little Egg Harbor Township, NJ 08087

5. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective for a period ending December 31, 2024.
6. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

In consideration of being permitted to utilize the TRUCK #249, the LITTLE EGG, hereby accept all risk to health, injury or death that may occur while the LITTLE EGG by way of its representative or employees are utilizing said equipment. LITTLE EGG hereby releases STAFFORD, its officers, employees and representatives from any liability and assigns for any and all claims and causes of action for loss of or damage to property and for any and all illness or injury to any person, including death, that may result from or occur during the TOWNSHIP use of the TRUCK #249, whether caused by negligence of the LITTLE EGG, its officers, employees, or representatives, or otherwise. LITTLE EGG further agrees to indemnify and hold harmless the STAFFORD and its officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from negligent or intentional act or omission while utilizing the TRUCK #249.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **STAFFORD**

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew von der Hayden, Administrator  
Stafford Township

FOR: **LITTLE EGG**

Date: \_\_\_\_\_

\_\_\_\_\_  
Rodney R. Haines, Administrator  
Little Egg Harbor Township