

RESOLUTION 2025-179

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING SHARED SERVICES BETWEEN THE TOWNSHIP OF CHATHAM DEPARTMENT OF PUBLIC WORKS AND THE TOWNSHIP OF HARDING DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et. seq.*, authorizes local government entities to enter into agreements with other local government entities to provide or receive any service that each local unit is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the Township of Chatham (“Chatham”) and the Township of Harding (“Harding”, together with Chatham, the “Parties” and each a “Party”) seek to share Department of Public Works equipment and personnel in accordance with the terms of this resolution and a companion resolution simultaneously adopted by Harding (the “Shared Services”); and

WHEREAS, Chatham desires to authorize the Shared Services pursuant to the terms set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, that:

1. **Recitals.** The foregoing recitals are hereby incorporated by reference as if set forth at length.
2. **Controlling Law.** The Shared Services are governed by the provisions of N.J.S.A. 40:65-1 *et. seq.*
3. **Term.** The Shared Services shall commence upon the adoption of a resolution authorizing the Shared Services by both Chatham and Harding. The Shared Services shall continue unless and until terminated via written notice by either Party, which shall become effective immediately.
4. **Scope of Work.** Subject to scheduling and available staff, and with the prior approval of the Harding Director of Operations or Superintendent of Public Works and the Chatham Director of Public Works, the Parties hereby agree to offer equipment and personnel services for public works projects within each municipality on an as-needed basis.
5. **Allocation of Payments.** Payment for equipment and personnel shall be borne by the Party upon which the equipment is owned and through which the personnel are employed.
6. **Employment Status.** Harding and Chatham both agree and acknowledge that each Party shall remain the employer, be responsible for, and have control over, their own respective employees and equipment, and neither Party shall assume any responsibility, or have control over, the other’s employees or equipment.
7. **Hold Harmless and Indemnification.** Harding and Chatham shall indemnify and hold harmless any service provider(s), officers, employees and agents from the other

Party from and against any and all claims of whatever nature or type arising from the provision of the services hereunder, provided that the actions upon which the demand, claim, or assertion of duties were not beyond the scope of those official duties or performed in bad faith, and/or did not constitute gross negligence, actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person.

8. **Insurance.** Both Parties shall cause the other Party to be named as an additional insured on their general liability insurance policy on a primary, non-contributory basis with respect to the Shared Services. Both Parties shall maintain such policy at all times with a minimum coverage limit of \$1,000,000 per claim/\$3,000,000 aggregate.
9. **Complaints and Disputes.** The Township Administrators shall notify each other, in a timely manner, of any complaints, issues, or disputes related to the nature, extent and quality of services provided and shall work together to resolve the same.
10. **Notices.** Any notices required pursuant to this Agreement shall be provided in writing or electronically to the Township of Chatham and the Township of Harding Municipal Administrators at the address set for above or via email at the following email addresses, respectively:

For Harding Township: rfalzarano@hardingnj.org.
For Chatham Township: administrator@chathamtownship.org
11. **Choice of Law.** Any dispute regarding the shared services shall be governed by and construed in accordance with the laws of the State of New Jersey.
12. **Entire Agreement.** This Resolution represents the entire agreement between the parties and may not be changed orally and may only be modified or amended by adoption of a resolution by both Parties.
13. **Waiver.** It is understood and agreed by the Parties that a failure or delay in the enforcement of any of the provisions of this Resolution by either of the Parties shall not be construed as a waiver of those provisions.
14. **Effective.** This Resolution shall take effect immediately.

Adopted: September 23, 2025

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:



Gregory J. LaConte, Clerk

By 

Michael Choi, Mayor