

CITY OF VENTNOR CITY
RESOLUTION No. 047 of 2017

A RESOLUTION OF THE CITY OF VENTNOR, COUNTY OF ATLANTIC, STATE OF NEW JERSEY AUTHORIZING THE CITY OF VENTNOR CITY TO ENTER INTO AN INTERLOCAL SERVICES AGREEMENT WITH THE CITY OF MARGATE PROVIDING FOR STORMWATER PUMP STATION INSPECTIONS, ROUTINE MAINTENANCE, EMERGENCY RESPONSE AND ADDITIONAL SERVICES FOR THE VENTNOR GARDENS STORMWATER PUMP STATION

WHEREAS, the City of Ventnor City (hereinafter “Ventnor”) is desirous to enter into an Inter-local Services Agreement (hereinafter “Agreement”) with the City of Margate City (hereinafter “Margate”) so as to provide for the operation, maintenance and repair of a stormwater pump station known as the Ventnor Gardens Stormwater Pump Station which station will beneficially impact storm water management for portions of the Margate as well as portions of Ventnor and the Atlantic County roadway Ventnor Avenue; and

WHEREAS, pursuant to *N.J.S.A. 40:8A-1 et seq.* commonly known as “The Interlocal Services Act”, legislation has been provided so as to enable municipalities and other governmental entities to enter into contracts with each other for the sharing of services; and

WHEREAS, an Agreement captioned, “Agreement Between the City of Margate and the City of Ventnor for Stormwater Pump Station Inspections, Routine Maintenance, Emergency Response and Additional Services for the Ventnor Gardens Stormwater Pump Station”, has been prepared on behalf Margate and Ventnor which Agreement provides for among other things, a duration of ten years, an annual payment from Margate to Ventnor of \$3,550.00 to cover maintenance and electric costs, a one-time payment of \$2,000.00 by Margate to Ventnor, insurance provisions, repair provisions and other terms and conditions.

WHEREAS, the Governing Body of the City of Ventnor desires to implement the aforesaid Interlocal Services Agreement with the City of Margate.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Ventnor, County of Atlantic and State of New Jersey that the Agreement detailed herein is approved and that the Mayor is hereby authorized to execute, on behalf of the City of Ventnor City, the aforesaid Interlocal Services Agreement.

Members of the Board of Commissioners
of the City of Ventnor City

Absent

Mayor Beth Holtzman

Commissioner H. Timothy Kriebel


Commissioner Lance Landgraf, Jr.

I, **LISA H. HAND, City Clerk of the CITY OF VENTNOR CITY**, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the **Ventnor City Board of Commissioners** held this 19th day of January, 2017 and in witness whereof I have hereunder set my hand and official seal on this date written.

City of Margate
9001 Winchester Ave
Margate City, NJ 08402



Memo

To: Ventnor City Clerk
From: Johanna Casey, RMC, City Clerk
Date: January 20, 2017
RE: Resolution #27-2017

Please see attached Resolution #27-2017 which passed at the January 19th, 2017 Commission Meeting. Enclosed is two (2) copies of Agreement, please sign one and send other to the City of Margate City. Resolution and other agreement is for your records.

Thank you in advance for your anticipated cooperation.

RESOLUTION #27-2017

A RESOLUTION AUTHORIZING THE CITY OF MARGATE CITY TO ENTER INTO AN INTERLOCAL SERVICES AGREEMENT WITH THE CITY OF VENTNOR CITY PROVIDING FOR STORMWATER PUMP STATION INSPECTIONS, ROUTINE MAINTENANCE, EMERGENCY RESPONSE AND ADDITIONAL SERVICES FOR THE VENTNOR GARDENS STORMWATER PUMP STATION

WHEREAS, the City of Margate City (hereinafter "Margate") is desirous to enter into an Inter-local Services Agreement (hereinafter "Agreement") with the City of Ventnor City (hereinafter "Ventnor") so as to provide for the operation, maintenance and repair of a stormwater pump station known as the Ventnor Gardens Stormwater Pump Station which station will beneficially impact storm water management for portions of the Margate as well as portions of Ventnor and the Atlantic County roadway Ventnor Avenue; and

WHEREAS, pursuant to *N.J.S.A. 40:8A-1 et seq.* commonly known as "The Interlocal Services Act", legislation has been provided so as to enable municipalities and other governmental entities to enter into contracts with each other for the sharing of services; and

WHEREAS, an Agreement captioned, "Agreement Between the City of Ventnor and the City of Margate for Stormwater Pump Station Inspections, Routine Maintenance, Emergency Response and Additional Services for the Ventnor Gardens Stormwater Pump Station", has been prepared on behalf Margate and Ventnor which Agreement provides for among other things, a duration of ten years, an annual payment from Margate to Ventnor of \$3,550.00 to cover maintenance and electric costs, a one-time payment of \$2,000.00 by Margate to Ventnor, insurance provisions, repair provisions and other terms and conditions.

WHEREAS, the Governing Body of the City of Margate City desires to implement the aforesaid Interlocal Services Agreement with the City of Ventnor City.

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Margate City, County of Atlantic and State of New Jersey that the Agreement detailed herein is approved and that the Mayor is hereby authorized to execute, on behalf of the City of Margate City, the aforesaid Interlocal Services Agreement.

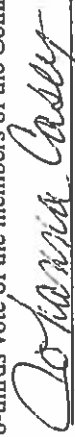
ROLL CALL:

NAME	MOTION	SECONDED	YES	NO	ABSTAINED	ABSENT
Becker	X		X			
Amodeo			X			
Blumberg		X	X			

DATE: January 19, 2017

CERTIFICATION

I, Johanna Casey, Clerk of City Margate City, Atlantic County, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Commissioners of the City of Margate City at a meeting of said Commission held on January 19, 2017 and said resolution was adopted by not less than a two-thirds vote of the members of the Commission.


Johanna Casey, RMC, City Clerk

AGREEMENT
BETWEEN
THE CITY OF VENTNOR AND THE CITY OF MARGATE
for
for
THE VENTNOR GARDENS STORMWATER PUMP STATION
STORMWATER PUMP STATION INSPECTIONS, ROUTINE MAINTENANCE, EMERGENCY RESPONSE AND ADDITIONAL SERVICES

This Agreement is made this ___ day of January, 2017 by and between The City of Ventnor with offices located at 6201 Atlantic Avenue, Ventnor, New Jersey 08406 (referred to as “Ventnor”) and The City of Margate, with principal offices located at 9001 Winchester Avenue, Margate, New Jersey 08402 (referred to as “Margate”)

1. PURPOSE OF AGREEMENT – The parties have agreed that Ventnor shall provide Margate and The County certain Inspection, Routine Maintenance, and 24-hour, 7 day per week Emergency Response Services (the “Included Services”) and be available to perform certain Additional Services (the “Additional Services”) as described herein at the Ventnor Gardens Plaza Stormwater Pumping Station. The Included Services and Additional Services are collectively referred to as the “Services”. The Services shall be performed by Ventnor at the current Ventnor Gardens Plaza Stormwater Pump Station (referred to as the “Pumping Station”). The physical location of the Ventnor Gardens Stormwater Pumping Station is attached hereto as Schedule “A”. This Agreement shall set forth: the Services to be provided to Margate; the payment terms; and other rights and obligations of the parties in connection with the delivery and receipt of the Services. Margate shall periodically designate in writing a representative for purposes of this Agreement.

2. TERM OF AGREEMENT – This Agreement shall commence on January 1, 2017 and shall terminate March 31, 2027, unless extended or terminated by parties as set forth herein.

3. INCLUDED SERVICES – In exchange for the payment of the Annual Maintenance Fee (the “AMF”) as described in more detail below, Ventnor shall provide to Margate the Included Services which shall consist of a). Inspection Services; b). Routine Maintenance Services; and c). Emergency Response Services. These terms shall have the meaning and consist of the services described in this paragraph:

A. INSPECTION SERVICES

Ventnor, on a daily, weekly, monthly or yearly basis, shall make a visitation to the facilities covered under the Agreement. Ventnor’s responsibility shall encompass all routine work required or necessary to ensure proper operation of the Pumping Station.

Visits to the Pumping Station shall be on a regularly scheduled basis except in the case of emergency or major repairs. In conjunction with each visit, Ventnor will perform the regular maintenance functions as outlined in the Operations and Maintenance Manuals for the Emergency Generator, Automatic Transfer Switch and Pumps. The following additional checks or services will also be performed:

1. A check of the pumps and motor. Checking the Pumping Station operation by activating each pump in a manual mode and where possible running of the pumps through an operating cycle.
2. An inspection of the electrical system for corrosion on the contacts, tightness of connections and signs of arcing, overloading or overheating. Provide a bi-annual inspection report based on a visual inspection of the electrical systems at all stations to verify that all wires, relays breakers, controllers, etc. are in good condition and are operating/functioning as designed.
3. Exercise the emergency generator. Shut down power to the station and activate the emergency generator in manual mode for 30 minute period.
4. Inspection of the wet well control system to insure proper operation. Check the transducer settings for proper elevation readings.
5. Exercise the gate valves. Check for wear, difficulty of operation and remove debris from opening (if necessary). Apply grease or lubricant to the valves as necessary.
6. The Pumping Station alarm system is to be inspected to insure its proper functioning. Ventnor shall make at least one test per week to test the performance of the alarm system.
7. Record Pumping Station elapsed time meters. These readings will be recorded and compared for similarity in pump running time.
8. The wet well bar screen will be inspected for accumulation of debris. If found, debris shall be removed and disposed.
9. All other weekly service as recommended in the Pumping Station Operations and Maintenance Manuals.

If Ventnor identifies an issue that requires immediate attention during the course of its weekly inspection, that information shall be provided to Margate via telephone as soon as possible.

B. ROUTINE MAINTENANCE SERVICES

Ventnor shall undertake all routine maintenance of the Pumping Station covered under this agreement and as recommended in the Pump Station Operations and Maintenance Manuals. Ventnor shall be responsible for furnishing all required skilled labor, tools, transportation and supervision to perform the necessary operation and maintenance functions. When required, Ventnor shall have available an assortment of portable power tools, equipment needed to remove pumps from wet wells, and testing equipment necessary for the performance of the work to be done at the site.

4. ADDITIONAL SERVICES BEYOND THE INCLUDED SERVICES – Ventnor agrees to be available to Margate and to render Additional Services beyond the Included Services set forth above. Payment for Additional Services shall not be included in the Annual Maintenance Fee. Generally, the Additional Services may be suggested by Ventnor to Margate from time to time for the Pumping Station. Margate may also suggest the rendering of Additional Services to Ventnor.

In addition to all general routine maintenance services, Ventnor will provide the following additional specific routine maintenance services:

1. Ventnor will be responsible for cleaning the bar screen in the wet well structure and removing floatables and debris at the pumping station in accordance with Schedule C.
2. In cases where a third party contractor is required to repair equipment at the Stormwater Pump Station, Ventnor shall coordinate the repairs.

Pursuant to the paragraph 10, Notification, Ventnor must notify Margate prior to initiating any work outside of the routine maintenance so that the agreement participants can agree on a price and schedule for the work prior to any of the work being initiated.

For repairs or replacements which do not pose an immediate threat to the continued operation of the Stormwater Pumping Station in the reasonable determination of Ventnor after consultation with Margate, the work will be performed in accordance with an agreed upon schedule and price and will not commence without written approval of Margate or its designated representative.

If there are any emergent issues that require immediate attention, Ventnor is authorized to deal with the emergent issue with notice to Margate after the fact regarding the issue that required immediate attention. The threshold to proceed without pre-approval by Margate is when the anticipated total expenditure for labor and material will not exceed \$2,500.00. Ventnor shall provide an estimate to Margate for any repairs over \$2,500. All payment for the emergent repair will be based on a Time and Material basis (T & M). No threshold shall apply in emergencies.

For all work outside the routine maintenance, including repairs or replacement, including special order of specific parts in order to accomplish a repair or replacement and including emergent issues, Margate shall reimburse Ventnor 35% of the total cost and reimbursement which shall be in accordance with an agreed upon schedule and price estimate and upon written approval from Margate with the exception of an emergent issue or issues up over \$2,500 and in which case, verbal approval is acceptable.

5. RENOVATIONS AND MAJOR REPLACEMENTS - Renovations, modifications and improvements to the Stormwater Pumping Station may be recommended in order to improve the reliability of the station, when maintenance of the equipment is impractical, or when parts for the equipment is no longer readily available. Ventnor will provide Margate with a written price quotation for labor and parts for this type of work.

6. MATERIALS - All materials required for a particular emergency and/or major replacement repair work is to be furnished by Ventnor and Margate will be responsible for a 35% reimbursement.
7. Maintenance Contract – Should Ventnor hire an outside contractor to provide maintenance on the pump station that is beyond the scope of basic maintenance following expiration of warranty period, Margate shall be responsible for 35% of total cost with prior written approval from Margate.
8. Insurance- Any additional costs for property insurance of the Ventnor Gardens Pump Station, Margate shall be responsible for 35% of total added cost with prior written approval from Margate.
9. FORCE MAJEURE – “Force Majeure,” as used in the Agreement, means causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, including, without limitation, Acts of God; sudden actions of the elements such as snow and ice, floods, hurricanes or tornadoes; sabotage; terrorism; war; riots; strikes; labor disputes; and actions by federal, state, municipal or any other government or agency (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by federal, state or local government bodies), but only if such actions or failures act to prevent or delay performance. Force Majeure does not include changes in market conditions, Neither Party shall, be responsible or liable for any delay or failure in its performance hereunder due solely to conditions or events of Force Majeure, provided that: (a) the non-performing Party gives the other party prompt written notice describing the particulars of the occurrence of the Force Majeure; (b) the suspension of performance is of no greater scope and of no longer duration than is directly caused by the Force Majeure; (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and (d) when the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other party written notice to that effect. In no event shall any delay or failure of performance caused by an conditions or events of Force Majeure extend this Agreement beyond its term.
10. NOTIFICATIONS – Margate is to be notified at least three (3) days prior to the, initiation of repair and preventive maintenance work, other than in an emergency. Where the anticipated total expenditure for labor and material in non emergency situations will exceed \$2,500.00, pre-approval of the work will be required from Margate. No equipment is to be removed from any facility and taken offsite until Margate designated representatives approves of the removal.

Ventnor will prepare a list of recommended repair or replacement work with an estimate of the value of each item as it relates to the station inclusive of site work, shop hours and material requirements. At least three (3) days’ notice to Margate of routine scheduled maintenance work or approved repair work will be required for approval by Margate prior to initiating any work.
11. CHARGES – Margate shall pay the City an Annual Maintenance Fee (“AMF”) of \$3,550.00 beginning March 1, 2017 and every year thereafter for performance of the Included Services at the Pumping Station set forth on Schedule “A”. In the event an additional station is added, the AMF will be adjusted following a negotiation between the parties.

The AMF shall include all labor, tools, pump lifting equipment, precision and test instruments, lubricants, oil grease, supervision and all else necessary to perform the Included Services and as

required for the satisfactory operation of the Stormwater Pumping Station. Further, the AMF shall include preparation of weekly inspection reports and all travel time for the Included Services.

The AMF shall be adjusted on an annual basis by the change in the Philadelphia-Wilmington-Atlantic City CPI as calculated for the month of August. The CPI increase or decrease shall apply to the AMF in effect as of the following June 1st, and for each year thereafter.

Margate shall pay the City 50% of estimated electricity expense which payment is included in the annual maintenance fee. For the 12 month period beginning March 2016, the annual costs are estimated at \$5,100. Should annual electric cost be less than or greater than the estimated cost stated above by more than 10%, Margate will be adjusted in the following 12 month period for Margate's 50% share of electricity expense.

Ventnor will bill Margate annually by statement and voucher for the Annual Maintenance Fee. For Additional Services rendered and for all work outside the routine maintenance, including repairs or replacement, including special order of specific parts in order to accomplish a repair or replacement and including emergent issues, Ventnor shall bill Margate in the month following the month the additional services and work outside routine maintenance occurred.

Charges shall be paid by Margate within 60 days of receipt.

Margate shall pay the Ventnor a one-time amount of \$2,000.00 within 30 days of full execution of this Agreement.

12. MATERIALS AND WORKMANSHIP – All work shall be performed in a first class, workmanlike manner, by a competent individual familiar with the Stormwater Pumping Station.
13. EXCEPTIONS – Maintenance and repair of pumps, pump supports and hoisting structures is by others.
14. COMPLIANCE WITH LAW – Ventnor and Margate agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this Agreement. Both Parties recognize the authority of Federal, State and County officials during periods of emergencies that may curtail and excuse the ability to perform under the agreement.
15. INDEMNIFICATION –
 - A. Margate hereby agrees to indemnify and keep indemnified, and hold and save harmless Ventnor, its Officials, agents and employees from and against all demands, claims, loss, costs, damages, expenses and attorney's fees, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of Ventnor in connection with its rights and obligations pursuant to this Agreement.
 - B. Ventnor hereby agrees to keep indemnify and indemnified and hold and save harmless Margate, its Officials, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence

of or in connection with any act or omission of Ventnor in connection with its rights and obligations pursuant to this Agreement.

16. INSURANCE – Ventnor and Margate shall maintain insurance with General Liability limits of at least \$1 million per occurrence and \$2 million dollars in the aggregate and provide each participant certificates of insurance throughout the duration of the Agreement as set forth on Schedule “E”.
17. MISCELLANEOUS – Ventnor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services. The Confined Space Entry Program requirements are the direct responsibility of Ventnor and are incorporated by reference. Ventnor will take all precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and all materials and equipment to be incorporated therein, where in storage on or off the site, and other property at the Pumping Station or adjacent thereto.

Ventnor and Margate will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Ventnor will erect and maintain, as required by the conditions and process of the work, all necessary safeguards for safety and protection of the work pursuant to this Agreement as may be required. Ventnor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Authority.

Ventnor and Margate shall share the cost equally for all permits and inspection fees required for the performance of the routine maintenance. It shall be Ventnor’s responsibility to file and process all applications and permits, the cost of which shall be included in the AMF. In the event permits and inspection fees are required as a result of emergency repairs and major replacements, Ventnor will charge labor according to the attached Schedule “C” to process the applications and permits.
18. TERMINATION – All parties agree that any Party may, in its sole discretion, without liability to any party, its employees or subcontractors, terminate this Agreement and the services contemplated hereunder:
 - A. Immediately, in the event of uncured breach or default by a Party.
 - B. At any time with or without a cause one (1) week prior to the commencement of a project or at any time during the term of the Agreement with or without cause upon ninety (90) day notice to Ventnor.
17. SEVERABILITY – This Agreement shall be deemed severable. In the event that any part of this Agreement is declared void by a court of competent jurisdiction or by any regulatory agency, the remaining parts of this Agreement shall remain in full force and effect unless the result of the declaration of invalidity shall be to frustrate the purpose for which this Agreement was entered into.
18. DEFAULT – In the event that any party is notified of a default of the Agreement and the default or failure shall be uncured for a period of five (5) consecutive scheduled working days, all parties may, at their option, declare this Agreement in default. Material nonperformance of its obligations by the Ventnor, at the option of Margate shall be sufficient cause for Margate to terminate the agreement.

Non-payment of invoices and vouchers tendered to Margate by Ventnor shall be deemed a material breach of the Agreement and at the option of Ventnor, be sufficient cause for Ventnor to terminate the agreement.

19. ENTIRE AGREEMENT – This Agreement and the attached Schedules “A” to “E” constitute the entire understanding between the parties hereto and no variance or modification hereto shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed or approved in the same manner as this Agreement.

20. BINDING EFFECT – this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Nothing in this agreement is intended to create, or does create, rights in any third party that is not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of the day and year first above written.

ATTEST:

CITY OF MARGATE

Johanna Casey
Johanna Casey, City Clerk

Michael Becker
Michael Becker, Mayor

Dated: 1/20/17

Dated: 1/20/2017

ATTEST:

Ann H Hand

CITY OF VENTNOR

Wendy Simpson

Dated: 01/24/2017

Dated: 1/24/17

*Wet Pump Station
improvement w/
Marquette*

SCHEDULE "A"

NAME AND LOCATION OF PUMP STATIONS COVERED UNDER THIS CONTRACT:

**VENTNOR GARDENS PLAZA STORMWATER PUMP STATION
VENTNOR GARDENS PLAZA AND WISSAHICKON AVENUE
CITY OF VENTNOR, NEW JERSEY 08402**

SCHEDULE "B"

FEE STRUCTURE FOR 2017*

ANNUAL MAINTENANCE FEE

Electricity	\$ 2,550.00
Annual Maintenance Fee	\$ <u>1,000.00</u>
Total Annual Fee	\$ 3,550.00

*Rates adjusted by CPI in years 2 through 10 of AGREEMENT.

SCHEDULE "C"

**SPECIMAN INSURANCE CERTIFICATE NAMING ___ City of Ventnor ___ AS
ADDITIONAL INSURED**

And

**SPECIMAN INSURANCE CERTIFICATE NAMING ___ City of Margate ___ AS
ADDITIONAL INSURED**