

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Vernon Township COUNTY: Sussex

RECIPIENT: Vernon Twp M.U.A COUNTY: Sussex

**BRIEF DESCRIPTION OF SERVICE:**

public works services

EFFECTIVE DATE: 1-1-17

EXPIRATION DATE: 12-31-18

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**Township of Vernon**

**Resolution #18-106**

**RESOLUTION AUTHORIZING INTERLOCAL SERVICES AGREEMENT FOR THE SERVICES OF THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the Vernon Township Municipal Utilities Authority (“VTMUA”) is a municipal utilities authority established pursuant to N.J.S.A. 40:14B-1 et seq.; and

**WHEREAS**, the VTMUA has a need for public works services in connection with it maintaining the sewer assets in the Township of Vernon (“Township”); and

**WHEREAS**, it has been determined that the Township can provide public works services to the VTMUA without negatively impacting its operations and ability to serve the public; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. provides the mechanism for local governments to enter into contracts for the joint provision of required services; and

**WHEREAS**, the Township Council by Resolution 18-60 authorized the Mayor and Township Clerk to execute an agreement with the Vernon Township MUA however, the agreement incorrectly listed the stipend for the water operator as \$600, when the agreement should have listed the stipend in the amount of \$700. All other terms of agreement were and remain acceptable; and

**WHEREAS**, both the Township and VTMUA wish to correct the agreement to list the correct stipend and execute same.

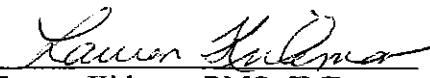
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Vernon that the Mayor and Township Clerk are authorized to execute the corrected Interlocal Services Agreement between the Township and VTMUA for the services of the Department of Public Works in accordance with the mutual terms and conditions of the attached Interlocal Service Agreement.

**VERNON TOWNSHIP COUNCIL**

<b>NAME</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Ooms, S	X			
Kadish, D	X			
Van Tassel, M	X			
Auberger, J	X			
Murphy, J	X			

**CERTIFICATION**

I hereby certify that this is a true copy of the Resolution adopted by the Council of the Township of Vernon at their Regular meeting held on March 12, 2018 at 7:00 pm in the Vernon Municipal Center.

  
Lauren Kirkman, RMC, CMR  
Municipal Clerk

**INTERLOCAL SERVICES AGREEMENT**  
**For the Services of the**  
**DEPARTMENT OF PUBLIC WORKS**

This Agreement, effective the 1st day of January, of the year 2017, is made by and between the Township of Vernon, a municipal corporation of the State of New Jersey ("Township") and the Vernon Township Municipal Utilities Authority, a municipal utilities authority established pursuant to N.J.S.A. 40:14B-1 et seq. ("VTMUA").

The Township and the VTMUA, each in consideration of the agreements on the part of the other set forth below, agree as follows:

1. Description of Services Provided. The Township shall provide VTMUA with Department of Public Works (DPW) services to perform the following services, as well as equipment and tools necessary to accomplish said services:
  - A. The Mayor, or the Mayor's designee, shall designate a licensed individual (C-2 license is required), who will be the VTMUA licensed operator of record with the New Jersey Department of Environmental Protection (NJDEP) for the Vernon Township sewer collection system ("Licensed Operator").
  - B. The Licensed Operator and one additional DPW employee, designated by the Mayor, or the Mayor's designee, ("DPW Employee") will make up the VTMUA field staff.
  - C. This field staff will be responsible maintenance and upkeep of sewer system which includes:
    - Operating and safety policies and procedures to be provided by the Licensed Operator and reviewed, approved and implemented by the VTMUA;
    - Pump station inspections and run time and flow recording (twice weekly);
    - Lift station inspections (once weekly);
    - Inspection of all equipment to insure it is running properly and when it is not, to effectuate action that will remediate the equipment's inability to properly function;
    - Operation and maintenance of gravity sewer and force mains.
  - D. Exercise the emergency generators monthly to ensure they are in good running order (both stationary and portable generators) and initiate maintenance as required.
  - E. Responsible for debris and grease removal from pumping stations as needed.
  - F. Responsible for the on-going implementation of the grease trap management inspection program.
  - G. Be responsible for the sewer collection and conveyance system, on a twenty-four hour basis seven (7) days a week minimizing the downtime that may arise from problems, spills and breakdowns that might occur.
  - H. Responsible for demonstrating good customer service when dealing with the public.
2. A. Cost of Services. The VTMUA shall pay to the Township the salary for the use of the Licensed Operator and a DPW Employee for any hours worked at the VTMUA per week, at a minimum of two Employees for twenty-eight (28) hours per week. Further, if the VTMUA requires the services of the Licensed Operator and/or DPW Employee for more

than twenty-eight (28) hours per week, the VTMUA shall pay to the Township the rate at which the Employee is being paid by the Township (i.e., regular, overtime, double time, etc.) for each hour the Licensed Operator and/or DPW Employee provides services to the VTMUA in excess of twenty-eight (28) hours per week. The hourly rate for the Licensed Operator and DPW Employees shall be provided to the VTMUA by the Township's Finance Officer.

B. Cost of License. The VTMUA will pay the Township an additional \$700.00 per month, which will be given to the Licensed Operator for the use of their license to cover the VTMUA sewer collection system and all reporting and interface necessary with the DEP.

3. Assurance of Qualified Services. The Township shall take all necessary and available measures to ensure that services to the VTMUA hereunder are in compliance with all applicable rules and regulations promulgated by the VTMUA, all applicable ordinances, regulations, statutes, and applicable standards regarding the services that are the subject of this Agreement.
4. Term of Agreement. This Agreement shall be for a term of two years commencing retroactively to January 1, 2017, with an option for an additional year renewal. The option to renew this Agreement will be exercised by the Township informing the VTMUA of its intent to renew the Agreement within thirty (30) days of its expiration.
5. Review of Agreement. In December of each year that this Agreement is in effect, the parties shall review and evaluate the nature and efficiency of the services rendered hereunder and the consideration paid for said services.
6. Termination. Either party may terminate this Agreement at any time by providing written notice to the other party by confirmed mail delivery to the other party at each party's respective municipal building no less than 135 days prior to the date of termination. Upon termination of this Agreement, the Township or VTMUA will return all files and records of the Township or VTMUA to the Township or VTMUA.
7. Confidentiality of VTMUA Records. The parties will maintain the confidentiality of each other's records at the Vernon Township municipal building. The parties shall keep all information provided to them strictly confidential, except as expressly directed by statute.
8. Benefits and Other Contributions. The VTMUA shall pay to the Township seventy percent (70%) of the Township's premiums for the Licensed Operator's and DPW Employee's health and workers' compensation insurance and seventy percent of the Township's pension contributions for the Licensed Operator and DPW Employee. The VTMUA will also pay 70% of any and all employer payroll taxes paid by the Township for the Licensed Operator and DPW Employee. If the Licensed Operator and DPW Employee are not covered for services provided to the VTMUA pursuant to this agreement, the VTMUA, if able, shall provide liability, worker's compensation and any

other insurance required to ensure that the Licensed Operator, DPW Employee and Township are covered for all services provided pursuant to this agreement.

In witness thereof, the parties execute this agreement on the dates below:

**TOWNSHIP OF VERNON**

Date: 3/14/18 Attest: Laura Helmer [Signature]  
Clerk Mayor Harry Shortway

**VERNON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

Date: 3/15/18 Attest: [Signature] [Signature]  
Chairman