

LOCAL GOVT SERVICES

2018 JAN -8 P 2 41

DIVISION OF LOCAL GOVERNMENT SERVICES

RECEIVED

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Mount Olive Township COUNTY: MORRIS

RECIPIENT: Borough of Netcong COUNTY: MORRIS

BRIEF DESCRIPTION OF SERVICE:

To upgrade a portion of the Netcong Water Services in the Township of Mount Olive

EFFECTIVE DATE: 12/6/2017

EXPIRATION DATE: None

ESTIMATED COST SAVINGS TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT \$300,000

Please submit this cover sheet with shared service agreement either via email to 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.

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SHARED SERVICES AGREEMENT BY AND BETWEEN THE TOWNSHIP OF MOUNT OLIVE AND THE BOROUGH OF NETCONG FOR THE TOWNSHIP OF MOUNT OLIVE TO UPGRADE A PORTION OF THE NETCONG WATER SERVICES AND INSTALL ADDITIONAL WATER SERVICES IN THIS PORTION OF THE SYSTEM TO VARIOUS LOCATIONS IN THE TOWNSHIP OF MOUNT OLIVE

THIS SHARED SERVICES AGREEMENT (“Agreement”), is made on the 18 day of December 2017, by and between the TOWNSHIP OF MOUNT OLIVE, a municipal corporation of the State of New Jersey, with its principal office located at 204 Flanders Drakestown Road, Budd Lake, New Jersey 07828, hereinafter referred to as “Mount Olive,” and the BOROUGH OF NETCONG , a municipal corporation of the State of New Jersey, with its principal office located at 23 Maple Avenue, Netcong, NJ 07857, hereinafter referred to as “Netcong”

WHEREAS, water for domestic users for certain locations in Mount Olive has been severely and negatively impacted by the Combe landfill located in the Township of Mount Olive; and

WHEREAS, Mount Olive has received funding from the State of New Jersey to extend public water service to residences impacted by the Combe Landfill; and

WHEREAS, although all of the residences and locations cited in this Agreement are located in Mount Olive, some are serviced by the Netcong water system, and all cited will best be served by an expansion of the Netcong public water system; and

WHEREAS, it is deemed to be in the best interests of the residents of Mount Olive and Netcong to enter into this Agreement to enable Mount Olive to construct the water facilities needed to provide water to the cited Mount Olive properties, some of which are existing Netcong water users; and

WHEREAS, both Mount Olive and Netcong have respectively passed resolutions approving this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, Mount Olive and Netcong agree as follows:

1. Scope of Services.

Mount Olive, utilizing financial assistance provided by the State of New Jersey, shall construct water services to the following locations in Mount Olive, some of which are currently serviced by the Netcong water system:

"Installation of a 6" water main along the northerly and southerly sides of Route 46-Westbound and service connection to serve Block 108 Lots 1 thru 5 on the northerly side of Route 46-Westbound which presently have contaminated wells and Block 101 Lots 1 thru 6 on the southerly side of Route 46-Westbound. Block 101 Lots 2 thru 6 are presently serviced by Netcong via a 2" water line and these homes will be connected into the new 6" water main."

The water main and associated improvements shall be constructed by Mount Olive in conformance with the standards established by Netcong and the NJ Department of Environmental Protection. The Engineer of Netcong shall be provided with the specifications being utilized by Mount Olive for said construction at least ten (10) business days before the advertisement for bid and shall approve of same before the advertisement for bids by Mount Olive

Netcong will cooperate with Mount Olive in obtaining any necessary permits, easements and other approvals necessary for the project to move forward. Netcong shall not receive any funding nor reimbursement for any expenses incurred in this review / approval process unless previously approved by Mount Olive and the State of New Jersey for inclusion within the overall state funded program.

The Engineer for Netcong shall approve of the as built water service construction prior to acceptance of the work by Netcong. Mount Olive agrees to correct any deviations from the approved construction specifications not acceptable to the Netcong Engineer.

Upon completion and acceptance of the construction work Mount Olive shall transfer ownership and operation of the said water lines / services to Netcong,

2. Term.

This Agreement shall commence upon the full execution of the Agreement by the Parties and remain in effect until said water mains and services are accepted by Netcong, which acceptance shall not be unduly delayed after completion of construction by Mount Olive and approval of the as built conditions by the Netcong Engineer. Notwithstanding the acceptance of the water mains and services, the policies and conditions concerning Netcong's provision of water to the customers serviced hereunder shall remain in effect and be binding on Mount Olive during the provision of water service by Netcong.

3. Payment.

For this service, Mount Olive shall be paid by the State of New Jersey and no funding is required from Netcong.

4. Customers.

All water customers receiving service under this Agreement shall be customers of Netcong and shall be subject to the terms and conditions of Netcong's Water Utility, including, but not limited to, billing and collections, as same may be amended from time to time. Only those properties identified in this Agreement shall be connected to the Netcong water system. Any future water service connections or any change of use or

expansion of the existing uses currently serviced as part of this Agreement shall be subject to approval of Netcong in its sole discretion. Any new water customers approved by Netcong shall become Netcong water customers and shall be responsible for the payment of any and all connection fees required by Netcong at the time of connection.

5. Miscellaneous.

a. Start Date.

Bidding for the construction of said water lines / services will not commence until this Agreement is approved by all parties, and the necessary permits are obtained by Mount Olive.

6. Indemnification.

Mount Olive and Netcong shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents. In furtherance of the foregoing, each party agrees to name the other as an additional insured on its insurance policies as well as the insurance policies of the contractor awarded the contract for the performance of the work relating to this Agreement.

7. Integration.

It is agreed and understood that this Agreement contains all agreements, promises and understandings between Mount Olive and Netcong and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute,

controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

8. Severability.

In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

9. Governing Law.

This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.

10. Successors.

This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the parties hereto.

11. Default.

In the event there is a breach by either party with respect to any of the provisions of this Agreement or its obligations under it, the other party shall give written notice of such breach. After receipt of such written notice, the defaulting party shall have thirty (30) days in which to cure any such breach, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days.

12. Termination of Agreement.

This Agreement will terminate if funding from the State of New Jersey is inadequate or unavailable.

Either party may terminate this Agreement without cause prior to the commencement of construction by giving at least thirty days (30) written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:


12/16/17


Michelle Masser, Municipal Clerk

TOWNSHIP OF MOUNT OLIVE


Mayor Rob Greenbaum

ATTEST:


Cynthia Eckert, Municipal Clerk

BOROUGH OF NETCONG


Mayor Joseph Nametko

RESOLUTION AUTHORIZING THE TOWNSHIP OF MOUNT OLIVE TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE BOROUGH OF NETCONG TO UPGRADE A PORTION OF THE NETCONG WATER SYSTEM AND INSTALL ADDITIONAL WATER SERVICES TO VARIOUS LOCATIONS IN MOUNT OLIVE

WHEREAS, the Township of Mount Olive ("Mount Olive") received financial assistance from the State of New Jersey to extend public water service to locations impacted by the Combe Landfill; and

WHEREAS, Mount Olive wishes to enter into a Shared Services Agreement with the Borough of Netcong ("Netcong") to extend and/or upgrade public water service to certain locations in Mount Olive including locations that are existing Netcong water users; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, Mount Olive and Netcong have determined it to be in their mutual best interest for Mount Olive to extend water service to certain locations in Mount Olive and to make necessary upgrades to a portion of the Netcong water system that provides water service to certain properties in Mount Olive.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Randolph, County of Morris, State of New Jersey as follows:

1. The Township of Mount Olive hereby authorizes the execution of a Shared Services Agreement by and between the Township of Mount Olive and the Borough of Netcong for the Township of Mount Olive to Upgrade a Portion of the Netcong Water System and Install Additional Water Services to Various Locations in the Township of Mount Olive, which is attached hereto.

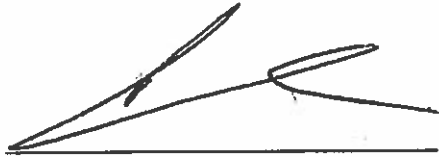
2. The Township Administrator and Township Attorney are hereby authorized to review and approve any minor, non-substantive changes in the Shared Services Agreement that may result from further review prior to final execution thereof.

3. The Mayor and Township Clerk, together with all other officers, professionals and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution.

4. A copy of this Shared Services Agreement shall be filed for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to the rules and regulations promulgated by the Director.

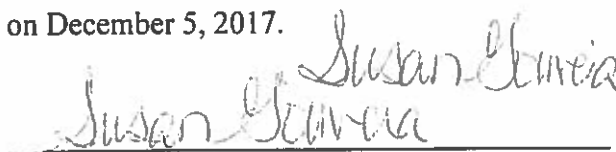
5. A copy of this Shared Services Agreement is also on file in the office of the Township Clerk for inspection by the public.

6. This Resolution shall take effect immediately.

A handwritten signature in black ink, appearing to read 'Joe Nicastro', written over a horizontal line.

Joe Nicastro, Council President

I, Susan Gouveia, Deputy Township Clerk of the Township of Mount Olive hereby certify the foregoing to be a true copy of a Resolution adopted by the Township Council of the Township of Mount Olive at a duly convened meeting held on December 5, 2017.

A handwritten signature in black ink, appearing to read 'Susan Gouveia', written over a horizontal line.
Susan Gouveia, Deputy Township Clerk

A RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF NETCONG AND THE TOWNSHIP OF MOUNT OLIVE

WHEREAS, water for domestic users for certain locations in the Township of Mount Olive (“Township”) has been severely and negatively impacted by the Combe Landfill located in the Township; and

WHEREAS, the Township has received funding from the State of New Jersey to extend public water service to the properties impacted by the Combe Landfill; and

WHEREAS, although all of the residences and locations affected by the Combe Landfill are located in the Township, some are serviced by the Netcong Borough Water System, and all of the residences and locations will be better served by an expansion of said system; and

WHEREAS, it is deemed to be in the best interests of the residents of the Township and the Borough of Netcong (“Borough”) to enter into a Shared Services Agreement to enable the Township to construct the water facilities needed to provide water to the affected properties, some of which are existing Borough water users; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, a municipality entering into such a shared services agreement must adopt a resolution clearly identifying the agreement and ensure that a copy of the agreement is available for public inspection; and

WHEREAS, any agreement entered into pursuant to the Uniform Shared Services and Consolidation Act must be filed for informational purposes, with the Division of Local Government Services within the Department of Community Affairs pursuant to the rules and regulations promulgated by the Director; and

WHEREAS, the work to be completed under this Agreement shall be paid for by the Township through a grant from the State of New Jersey and no funding is required from the Borough; and

WHEREAS, the Borough Council of the Borough of Netcong has determined that it is in the best interest of the Borough to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Netcong, in the County of Morris and State of New Jersey, as follows:

1. A Shared Services Agreement with the Township of Mount Olive for the upgrading and expanding of a portion of the Netcong Borough Water System and installation of water services to various locations in the Township of Mount Olive be and the same is hereby authorized in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. A copy of the Shared Services Agreement is on file in the Office of the Borough Clerk and is subject to public inspection during normal business hours.

2. The Mayor and Borough Clerk are hereby authorized and directed to execute said Shared Services Agreement on behalf of the Borough.

3. The Borough Clerk is hereby authorized and directed to provide a fully executed copy of the Agreement along with a certified copy of the Resolution authorizing same to the Department of Community Affairs ("DCA") in accordance with N.J.S.A. 40A:65-4(a)(3)(b)

4. This Resolution shall take effect immediately.


BOROUGH OF NETCONG

By: 
Joseph A. Nametko, Mayor

Dated: 12/18/17

CERTIFICATION

I, Cynthia Eckert, Clerk of the Borough of Netcong, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough at a meeting held on December 14, 2017.


Cynthia Eckert, Borough Clerk