

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

PROVIDER: Borough of Spring Lake Heights COUNTY: Monmouth

RECIPIENT: Borough of Spring Lake COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

**Licensed Water Operator Services**

EFFECTIVE DATE: Retroactive to January 1, 2013

EXPIRATION DATE: June 30, 2016

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.

## SHARED-SERVICES AGREEMENT FOR LICENSED WATER OPERATOR SERVICES

THIS AGREEMENT ("Agreement") made this 6<sup>th</sup> day of January, 2014 by and between the:

**BOROUGH OF SPRING LAKE HEIGHTS, in the County of Monmouth,**  
a municipal corporation of the State of New Jersey  
with offices located at 555 Brighton Avenue, Spring Lake Heights, NJ 07762  
hereinafter referenced as "Spring Lake Heights"

and the: **BOROUGH OF SPRING LAKE, in the County of Monmouth,**  
a municipal corporation of the State of New Jersey  
with offices located at 423 Warren Avenue, Spring Lake, NJ 07762  
hereinafter referenced as "Spring Lake"

**In consideration of the mutual covenants set forth herein, the parties agree as follows:**

1. **SERVICES PROVIDED.** Spring Lake Heights shall provide the services of a Licensed Water Operator and shall assign personnel licensed pursuant to N.J.S.A. 58:11-64 et seq., the Water Supply and Wastewater Operators' Licensing Act, to be responsible for the operation, maintenance and effectiveness of the Spring Lake water system
  - A. The Licensed Operator shall perform the following duties:
    - 1) Direct and supervise the daily monitoring and testing performed by Spring Lake personnel in accordance with procedures established by the Licensed Water Operator.
    - 2) Prepare and submit all required monthly, quarterly and annual reports on behalf of Spring Lake, including the Water Allocation Permit; Unaccounted for Water Report; Vulnerability Assessment Plan; Operation and Maintenance Plan; Consumer Confidence Report; and Emergency Response Plan.
    - 3) Assist the Spring Lake Borough Administrator and/or Chief Financial Officer in the preparation of the annual utility budget.
    - 4) Such additional duties required by law and the rules and regulations of the N.J. Department of Environmental Protection.
  - B. Scheduling for the performance of the required duties shall be coordinated with the designated representatives of Spring Lake Heights and Spring Lake.
  - C. The Licensed Operator shall not be responsible for meter readings, utility mark-outs, and routine service calls which shall be performed by Spring Lake personnel.
  - D. Spring Lake shall provide the Licensed Operator with access to all utility facilities and records. The Licensed Operator shall maintain all records in the utility office provided by Spring Lake for such purpose.
  - E. Spring Lake Heights shall retain responsibility for the personnel assigned to provide Licensed Water Operator services and shall be responsible for all employee costs, benefits and any Workers' Compensation and auto liability claims. Spring Lake Heights shall provide appropriate proof of insurance coverage.

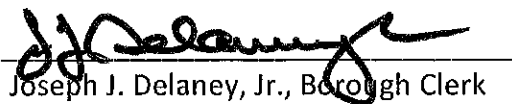
2. **DURATION.** This Agreement shall commence retroactively on January 1, 2013 and shall expire on June 30, 2016 unless terminated in accordance with this Agreement. This Agreement may be extended by mutual agreement of the parties.
3. **TERMINATION.** This Agreement may be terminated at any time upon mutual agreement of the parties. Either party may terminate this Agreement at any time and for any reason by providing THREE (3) months written notice of intent to terminate to the other party by certified mail. In the event either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within THIRTY (30) days, the non-defaulting party shall be entitled to terminate this Agreement. The parties agree the sole remedy for breach of contract is termination. No monetary damages may be demanded or granted in any dispute over the administration of this Agreement.
4. **COMPENSATION.** Spring Lake shall pay Spring Lake Heights TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00) annually, which may be prorated as appropriate, and payable in quarterly installments on March 15th, June 15th, September 15th, and December 15th of each year. Spring Lake shall provide sufficient appropriation in the annual municipal budget to fund the payments required for each year of this Agreement.
5. **OTHER PROVISIONS.**
  - A. This Agreement may be modified or amended only by a written agreement signed by both parties.
  - B. This Agreement has been negotiated between the parties and both have been represented by legal counsel; there shall be no presumption or interpretation against the drafter of this Agreement.
  - C. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey and if any portion of this Agreement is found to be illegal and unenforceable, then all other provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

**BOROUGH OF SPRING LAKE HEIGHTS**

  
 Gavino Maccanico, Mayor


Attest:

  
 Joseph J. Delaney, Jr., Borough Clerk

**BOROUGH OF SPRING LAKE**

  
 Jennifer Naughton, Mayor

Attest:

  
 Jane L. Gillespie, Borough Clerk  
 MARRAN

**BOROUGH OF SPRING LAKE HEIGHTS**

Resolution of the Borough Council authorizing the execution of a Shared Services Agreement between the Borough and the Borough of Spring Lake for Water Operator Services.

**Resolution No. R2014-198**

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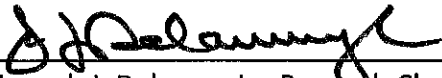
**WHEREAS**, representatives of the Borough of Spring Lake Heights (hereinafter "Spring Lake Heights") and the Borough of Spring Lake (hereinafter "Spring Lake") have negotiated an agreement for a shared service with Spring Lake Heights providing the services of a licensed Water Operator to Spring Lake; and

**WHEREAS**, execution of said agreement is authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Spring Lake Heights, in the County of Monmouth, State of New Jersey as follows:

1. A Shared Services Agreement by and between the Borough of Spring Lake Heights and the Borough of Spring Lake for Water Operator services, substantially in the form as the attached, is hereby approved and its execution authorized pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.
2. The Borough Clerk is directed to forward a certified copy of this resolution to the Borough of Spring Lake and the Borough Chief Financial Officer.

**Adopted: December 22, 2014**

  
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Joseph J. Delaney, Jr., Borough Clerk


Borough of Spring Lake  
 County of Monmouth

**RESOLUTION – AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH THE BOROUGH OF SPRING LAKE HEIGHTS FOR WATER/SEWER PLANT OPERATOR**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Spring Lake that the Mayor and Borough Administrator/Clerk be and hereby authorized to execute an Interlocal Services Agreement with the Borough of Spring Lake Heights with respect to a water/sewer plant operator. A copy of said Agreement shall be annexed to this Resolution and made a part hereof as if set forth at length herein.


  
 MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on January 6, 2015.

  
 JANE L. MARBAN, BOROUGH CLERK

|                | M<br>O<br>V<br>E<br>D | S<br>E<br>C<br>O<br>N<br>D<br>E<br>D | A<br>Y<br>E<br>S | N<br>A<br>Y<br>S | A<br>B<br>S<br>E<br>N<br>T | A<br>B<br>S<br>T<br>A<br>I<br>N |
|----------------|-----------------------|--------------------------------------|------------------|------------------|----------------------------|---------------------------------|
| MR. ERBE       |                       |                                      | ✓                |                  |                            |                                 |
| MR. FAY        |                       |                                      |                  |                  | ✓                          |                                 |
| MR. JUDGE      | ✓                     |                                      | ✓                |                  |                            |                                 |
| MR. FROST      |                       |                                      | ✓                |                  |                            |                                 |
| MR. SAGUI      |                       |                                      | ✓                |                  |                            |                                 |
| MRS. VENABLES  |                       | ✓                                    | ✓                |                  |                            |                                 |
| MAYOR NAUGHTON |                       |                                      |                  |                  |                            |                                 |

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on January 6, 2015.

  
 Borough Clerk