

**CITY OF VENTNOR CITY
RESOLUTION
NO. 078 OF 2017**

**A RESOLUTION OF THE CITY OF VENTNOR, COUNTY OF ATLANTIC,
STATE OF NEW JERSEY AUTHORIZING EXECUTION OF SHARED
SERVICES AGREEMENT
WITH THE ATLANTIC COUNTY UTILITIES AUTHORITY, FOR
RENEWABLE ENERGY CONSULTING SERVICES**

WHEREAS, the State of New Jersey through the Office of the Governor, encourages Municipalities and Boards to share services with the goal of reducing costs, improving services, and at the same time stabilizing tax rates for the benefit of taxpayers in the State of New Jersey; and

WHEREAS, N.J.S.A 40AA:65-1 et seq. authorizes the City of Ventnor City in Atlantic County and the Atlantic County Utilities Authority to enter into an agreement for the sharing of services; and

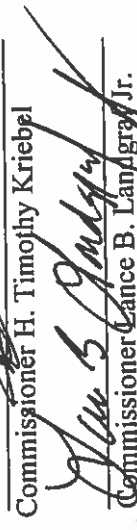
WHEREAS, it is the desire of the Governing Body of the City of Ventnor City to authorize the execution of a Shared Services Agreement with the Atlantic County Utilities Authority for Renewable Energy Consulting Services.

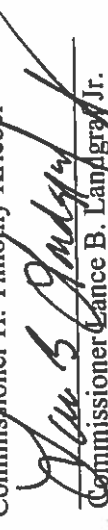
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Ventnor City, Atlantic County, New Jersey, as follows:

- (1) The Preambles hereof are incorporated herein as though fully set forth at length.
- (2) The Mayor is hereby authorized to execute, and City Clerk to attest, a Shared Services Agreement with the Atlantic County Utilities Authority for Renewable Energy Consulting Services. A copy of said Agreement, in substantial form to be executed, is on file in the City Clerk's Office and available for inspection as a Public Document.
- (3) All Resolutions inconsistent with the provisions hereof are hereby immediately repealed upon adoption of this Resolution, which shall be effective immediately according to law.

Members of the Board of Commissioners
of the City of Ventnor City, NJ


Mayor Beth Holtzman


Commissioner H. Timothy Kriebel


Commissioner Lance B. 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 16th day of March, 2017 and in witness whereof I have hereunder set my hand and official seal on this date written.

	Motion	Second	Yes	Nay	Abstain	Absent
Kriebel		✓				



**INTER-LOCAL
SHARED SERVICES AGREEMENT BETWEEN
ATLANTIC COUNTY UTILITIES AUTHORITY
AND
CITY OF VENTNOR
FOR RENEWABLE ENERGY CONSULTING SERVICES**

This agreement, made as of this 16th day of March, 2017, by and between the City of Ventnor, a municipal corporation of the State of New Jersey with principal offices located at 6201 Atlantic Ave, Ventnor, New Jersey, (hereafter, the CITY) and the Atlantic County Utilities Authority, a body corporate and politic of the State of New Jersey with offices located 6700 Deililah Road, Egg Harbor Township, and a mailing address of P.O. Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the AUTHORITY),

WITNESSETH:

WHEREAS, the AUTHORITY is a County Utilities Authority organized pursuant to N.J.S.A.

40:14B-1 et seq., and

WHEREAS, N.J.S.A. 40A:65-1 et seq. empowers any local unit to enter an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction;
and

WHEREAS, the CITY and the AUTHORITY, by resolutions duly adopted pursuant to NJS 40A:65-5(a) by their respective governing bodies, wish to enter an agreement pursuant to which the AUTHORITY will provide renewable energy consulting services as set forth below;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. The AUTHORITY will consult and advise the CITY regarding the CITY'S renewable energy program, including but not limited to wind, solar and alternative fuel vehicle project development. The CITY and the AUTHORITY reserve the right to identify and include additional areas of renewable energy development upon mutual consent and without the necessity of amending this agreement. It is the intent of the parties that this review shall be as comprehensive as the Authority's expertise permits and the CITY's opportunities afford.
2. The AUTHORITY will work with the CITY to identify potential locations for installation of renewable energy, and if a location is ultimately located, AUTHORITY will assist CITY in preparing a Request for Proposal (RFP) for renewable energy vendors. AUTHORITY agrees to assist CITY in evaluating vendors and RFP responses. AUTHORITY further agrees to assist CITY in procuring renewable energy through a power purchase agreement.
2. The services provided pursuant to this Agreement are being provided by the AUTHORITY to the CITY free of charge.
3. Service will commence on April 18, 2017.
4. The parties acknowledge that the AUTHORITY is an independent contractor and not an agent of the CITY in conducting activities hereunder. The AUTHORITY will carry appropriate general liability, auto, and workers' compensation insurance covering its activities and the activities of its employees as designated by the CITY. The minimum of such coverages shall be \$1,000,000.00 and the CITY shall be a named insured on the policy.

5. The initial term of this Agreement is from April 17, 2017 to April 16, 2021. Either party may terminate this Agreement for any reason with sixty (60) days prior written notice. 6. The AUTHORITY hereby agrees to indemnify and keep indemnified, and hold and save harmless the CITY, it's governing body, it's officers, 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, directly by reason of or in consequence of or in connection with any act or omission of the AUTHORITY in connection with its rights and obligations pursuant to this Agreement. The AUTHORITY represents and warrants that it shall keep in force appropriate auto and general liability insurance coverage's for the duration of this Agreement and shall provide yearly proof of same to the CITY. The obligations of the AUTHORITY to indemnify the CITY under this Paragraph shall not be limited or defined by the terms or policy limits of any insurance. Similarly, the CITY hereby agrees to indemnify and keep indemnified, and hold and save harmless the AUTHORITY, it's Directors, Officers, 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 directly by reason of or in consequence of or in connection with any act or omission of the CITY in connection with its rights and obligations pursuant to this Agreement. Notwithstanding the undertakings of this Paragraph, however, if either the CITY or the AUTHORITY shall be physically or legally prevented from performing their obligations under this Agreement, neither shall have any liability to the other for monetary damages.

7. Consistent with NJS 40A:65-4(b), and for informational purposes only, the Agreement shall be filed by the CITY with the Division of Local Services of the Department of Community Affairs.

8. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement shall be valid unless in writing and adopted by resolution of the respective governing bodies of the CITY and the AUTHORITY.

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

ATTEST:

CITY OF VENTNOR

Lino Hand

BY:

Beth Hattigan

Dated: 3/20/17

Dated: 3/20/17

ATTEST:

ATLANTIC COUNTY UTILITIES
AUTHORITY

BRIAN G. LEFKE, Vice-President/
Solid Waste & Authority Board Secretary

RICHARD S. DOVEY, President

Dated: _____

Dated: _____