

CITY OF MILLVILLE

COMMISSIONERS

MICHAEL SANTIAGO, MAYOR
Director of Public Safety
JAMES F. QUINN, VICE MAYOR
Director of Revenue & Finance
LYNNE PORRECA COMPARI
Director of Public Affairs
DAVID W. ENNIS
Director of Public Works
JOSEPH SOOY
Director of Parks & Public
Property



"A MAIN STREET NEW JERSEY COMMUNITY"

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OFFICERS

SUSAN G. ROBOSTELLO
City Clerk/Administrator
MARCELLA SHEPARD
Chief Financial Officer
SHERRI J. BALL
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor

September 16, 2015

County of Cumberland
Mr. Ken Mecouch, Cumberland County Administrator
164 W. Broad Street
Bridgeton NJ 08302

Dear Mr. Mecouch:

Enclosed please find two (2) duly executed original Shared Services Agreements and one (1) copy of Resolution No. R264-2015, which was approved by the Board of Commissioners at a meeting held on September 15, 2015 described as follows:

Resolution No. R264-2015

Resolution authorizing a Shared Service Agreement between the County of Cumberland, City of Millville and Various Municipal and Public Entities to petition the Board of Public Utilities in opposition of Verizon's intention to discontinue maintenance of copper landline telecommunications wiring.

Upon acquisition of the appropriate signatures, please forward one duly executed original Shared Services Agreement and Schedules A, B and C to the City Clerk/Administrator at your earliest convenience

I thank you for your time and cooperation.

Very truly yours,

Susan G. Robostello, RMC
City Clerk/Administrator

SGR/lrb

Enclosure

c: Tamara Taylor, IT Project Manager
Marcella Shepard, CFO
Regina Burke, QPA
Brock Russell, City Solicitor
Dan Wright, CTO Office of Info Tech, Millville BOE
Jonathan Bates, Sr. Computer Service Technician
egg@dca.state.nj.us
Greg Facemyer, Hopewell Township Committee

RESOLUTION NO. R264-2015

RESOLUTION OF CITY OF MILLVILLE AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF CUMBERLAND AND FOR SERVICES RELATED TO A PETITION BEFORE THE BOARD OF PUBLIC UTILITIES REGARDING THE INTENDED DISCONTINUANCE OF MAINTENANCE OF COPPER LANDLINE TELECOMMUNICATIONS WIRING BY VERIZON, NEW JERSEY, INC. (VERIZON.NJ)

WHEREAS, the rural areas of the State of New Jersey are serviced by Verizon New Jersey, Inc. (Verizon NJ) with respect to landline telephone service; and

WHEREAS, landline telephone service and copper wiring utilized in connection therewith also transmits DSL internet service; and

WHEREAS, existing landline services are necessary and instrumental in existing telecommunications facilities; and

WHEREAS, Verizon NJ has declared its intention to meet its Opportunity New Jersey (ONJ) obligation in rural areas through DSL and not fiber optic technology; and

WHEREAS, DSL service is transmitted over copper wiring transmission lines which is also utilized for landline telephone service; and

WHEREAS, Verizon NJ has declared that it no longer intends to maintain landline telecommunication wires and facilities in rural areas of the State of New Jersey, and has requested the Board of Public Utilities (BPU) to allow Verizon NJ to discontinue maintaining copper landline transmissions facilities; and

WHEREAS, the discontinuance of such maintenance would directly and significantly adversely affect the users of landline service, including, but not limited to public entities, private companies and private enterprise, private individuals and residents in rural areas; and

WHEREAS, the discontinuance of maintenance of copper landline transmission facilities would inevitably result in the deterioration of communication facilities within the rural areas of New Jersey, resulting in loss or diminution of telephone services and internet services; and

WHEREAS, the deterioration of such facilities and communication capabilities would result in deterioration of economic opportunities and activity, all of which would have serious repercussions to the economic and social well-being of residents and businesses within rural areas of the State of New Jersey; and

WHEREAS, the City of Millville deems it to be essential to the public interest to oppose and prevent Verizon NJ from discontinuing landline transmission maintenance which would have significant economic and social consequences to the region; and

WHEREAS, the City of Millville is desirous of preventing discontinuance of landline transmission maintenance of Verizon NJ and has agreed to work with the consortium of municipalities and

other entities to petition the BPU in an effort to prevent Verizon New Jersey from abandoning landline maintenance in rural areas of New Jersey; and

WHEREAS, the City of Millville is desirous of assisting and cooperating with other public entities as set forth in this agreement to pursue a petition before the BPU to prevent discontinuance of maintenance respecting landline transmission facilities; and

WHEREAS, the parties are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40:65-1, et seq. to enter into a shared services agreement to provide such services that either party, acting alone could provide on its own behalf; and

WHEREAS, the City of Millville Chief Financial Officer has certified the availability of funds.

NOW THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of the City of Millville as follows:

1. That the shared services agreement between the County of Cumberland and the City of Millville for the reasons set forth in the preamble hereto, is hereby approved in the form on file with the Clerk of this governing body for a cost not to exceed \$2,500.00.

2. This agreement may be signed and authorization is hereby extended to file and return the shared services agreement and to file same with the Clerk of this governing body.

Moved By: Quinn

Seconded By: Sooy

VOTING

Michael Santiago
James F. Quinn
Lynne Porreca Compari
David W. Ennis
Joseph Sooy

<u>In Favor</u>	<u>Against</u>	<u>Abstain</u>	<u>Absent</u>
X			
X			
X			
			X
X			

CERTIFICATION

I hereby certify that the foregoing is a true copy of Resolution adopted by the Board of Commissioners of the City of Millville, in the County of Cumberland, at a meeting thereof held September 15, 2015


Susan G. Robostello, City Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
COUNTY OF CUMBERLAND
AND
VARIOUS MUNICIPAL AND PUBLIC ENTITIES TO
PETITION THE BOARD OF PUBLIC UTILITIES IN OPPOSITION
TO THE INTENDED DISCONTINUANCE OF MAINTENANCE
OF COPPER LANDLINE TELECOMMUNICATIONS WIRING**

WHEREAS, many areas of the State of New Jersey including, but not limited to, Cumberland and Salem County, in addition to other remote, rural and economically disadvantaged areas of the State are serviced by Verizon New Jersey, Inc. (Verizon NJ) with respect to landline telephone service; and

WHEREAS, landline telephone service and copper wiring utilized in connection therewith also transmits DSL internet service; and

WHEREAS, existing landline services are necessary and instrumental to the adequate operation of telecommunications facilities; and

WHEREAS, Verizon NJ has declared its intention to provide limited internet service to rural areas through DSL and not fiber optic technology; and

WHEREAS, DSL service is transmitted over copper wire transmission lines which is also utilized for landline telephone service; and

WHEREAS, Verizon NJ has declared that it no longer intends to maintain landline telecommunication wires and facilities in rural areas of the State of New Jersey, and has requested the Board of Public Utilities (BPU) to allow Verizon NJ to discontinue maintaining copper landline transmission facilities; and

WHEREAS, the discontinuance of such maintenance would directly and significantly adversely affect the users of landline service, including, but not limited to public entities, private companies and private enterprise, private individuals and residents in rural areas; and

WHEREAS, the discontinuance of maintenance of copper landline transmission facilities would inevitably result in the deterioration of communication facilities within the rural areas of New Jersey, resulting in loss or diminution of telephone services and internet services; and

WHEREAS, the deterioration of such facilities and communication capabilities would result in deterioration of economic opportunities and activity, impair public safety due to deterioration of ability to transmit medial data and emergency communications, all of which would have serious repercussions to the economic and social well-being of residents and businesses within in rural areas of the State of New Jersey; and

WHEREAS, the Cumberland County Board of Chosen Freeholders deems it to be essential to the public interest to oppose and prevent Verizon NJ from discontinuing landline transmission maintenance which would have significant economic, public safety and social consequences to the region; and

WHEREAS, the Cumberland County Board of Chosen Freeholders is desirous of preventing discontinuance of landline transmission maintenance by Verizon NJ and has agreed to work with the consortium of municipalities and other entities to petition the BPU in an effort to prevent Verizon New Jersey from implementing a plan to abandon landline maintenance in rural areas of New Jersey; and

WHEREAS, the municipalities listed on Schedule A attached hereto have agreed to participate in a joint effort and consortium to prevent landline maintenance from being discontinued; and

WHEREAS, the Cumberland County Board of Chosen Freeholders is desirous of assisting and cooperating with other public entities as set forth in this agreement and act as the lead agency to pursue a petition before the BPU to prevent discontinuance of maintenance respecting landline transmission facilities; and

WHEREAS, the parties are authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40:65-1, et seq. to enter into a shared services agreement to provide such services that either party, acting alone could provide on its own behalf.

NOW, THEREFORE, it is agreed between the County of Cumberland and the municipalities identified on Schedule A attached hereto as follows:

1. The County of Cumberland and its Legal Department agree to act as the Lead Agency representing the County of Cumberland and all the municipal entities identified on Schedule A attached hereto as petitioners before the BPU in order to file a petition in an effort to oppose and prevent Verizon NJ from discontinuing maintenance service over landline transmission facilities within the rural areas of the State of New Jersey.

2. The County of Cumberland agrees to work cooperatively with all of the municipalities identified on Schedule A in addition to other entities and the Office of the New Jersey Ratepayers Advocate in order to work cooperatively to file and pursue the foregoing petition before the BPU.

3. Each municipality shall pay a flat sum as set forth on Schedule B to the County of Cumberland to represent the County and all the municipalities with respect to the filing of a petition before the BPU to prevent Verizon NJ from discontinuing landline transmission facility service and maintenance. In the event that expert witnesses may be necessary to retain in order to present evidence and testimony before the BPU, any such witnesses shall be retained by the County of Cumberland and the cost thereof shall be apportioned pro rata according to the schedule of fees set forth on Schedule B attached hereto.

4. The County of Cumberland agrees that it shall bear twenty (20%) percent of the cost of any expert witness fees and the balance of eighty (80%) percent shall be apportioned by the municipalities identified on Schedule A pro rata.

5. The municipalities shall work cooperatively with the County of Cumberland to gather factual data and evidence particular to each municipality and shall provide such data and information to the County of Cumberland in order to create a factual record generally and specifically as to each municipality with regard to the problems encountered or anticipated to be encountered resulting from the planned loss of maintenance by Verizon NJ to landline transmission facilities. The expense with respect to gathering and providing such information

data and evidence shall be borne separately by each municipality or entity identified on Schedule A attached hereto.

6. The parties agree to work cooperatively and constructively to effectuate the purposes of this agreement and to work constructively and cooperatively with the Office of the New Jersey Ratepayer Advocate and any other entities to present a combined and comprehensive presentation of factual information and evidence as well as legal argument common to and in favor of all participants in this agreement.

7. This shared services agreement shall also constitute a joint litigation agreement between all parties hereto. It is the intention of this agreement for the purposes expressed herein to create an attorney-client relationship between counsel for the County of Cumberland and all parties to this agreement and their respective solicitors and counsel including, but not limited to, legal privileges relating to work product and counsels' work product mental impressions, trial strategies, deliberation privileges and any other applicable privileges that the parties hereto or one or more of them may be entitled to assert.

It is the intention of this agreement to protect and shield all communications and confidences shared between the parties, their agents, servants and employees and their counsel and counsel for the County of Cumberland and each other with respect to the undertaking and subject of this agreement.

It is also understood and agreed that a joint representation agreement may be entered into with other entities in order to participate cooperatively with counsel for those entities with respect to a petition before the BPU and any other legal proceedings as may be deemed necessary in an effort to prevent Verizon NJ from discontinuing and abandoning maintenance of copper landline transmission facilities to the rural communications of New Jersey which would be adversely affected thereby. This agreement shall constitute authority to County Counsel for Cumberland County to negotiate and execute on behalf of all parties to this agreement a joint litigation agreement with counsel for the Office of New Jersey Ratepayer Advocate and any other entities to undertake and cooperate with respect to the legal proceedings contemplated by this agreement.

8. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

9. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

10. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

11. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. This Shared Services Agreement may be simultaneously executed several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

13. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

14. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

15. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

16. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

17. Each party to this agreement is duly authorized to enter into and execute this Agreement which has been authorized by a Resolution of the parties' respective governing body.

18. All payments due under this agreement shall be paid not later than forty-five (45) days from the date of execution of this agreement by a participating municipality or entity.

19. Each municipality or public entity agrees to pay the assessment set forth on Schedule C attached hereto and to authorize the execution of this agreement by way of resolution of its governing body and to provide a copy of same to the County of Cumberland.

ATTEST


COUNTY OF CUMBERLAND

Ken Mecouch, Clerk to the Board

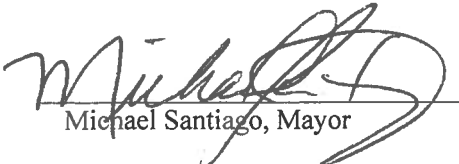
Joseph Derella, Freeholder Director

ATTEST

CITY OF MILLVILLE



Susan G. Robostello, City Clerk



Michael Santiago, Mayor