

HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN SHARED SERVICE AGREEMENTS WITH THE TOWNSHIP OF HARDYSTON

WHEREAS, the Hardyston Township Municipal Utilities Authority (the "Authority") owns and operates a wastewater conveyance system servicing the residents of Hardyston Township (the "System"); and

WHEREAS, in order to effectuate the smooth and efficient operation of the System, the Township and the Authority desire to enter into certain shared services agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq.; and

WHEREAS, the shared services agreements (collectively the "Shared Services Agreements") shall cover:

- Secretarial and Billing Services;
- Administration Services; and
- Maintenance Services; and

WHEREAS, copies of the Shared Services Agreements are attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), the Authority and the Township are each authorized to enter into the Shared Services Agreements without public advertising for bids;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Hardyston Township Municipal Utilities Authority as follows:

1. That the Authority's Administrator is authorized and directed to execute the Shared Services Agreements.

2. That the Authority's Billing Specialist is authorized and directed to provide payment to the Township, in accordance with the terms and conditions of the Shared Services Agreements attached hereto and made a part hereof as **Exhibit A**.

	YES	NO	ABSTAIN	ABSENT
Chairman Cicerale	X			
Vice Chairman Kula	X			
Secretary Marples	X			
Treasurer Albanese				X
Roof	X			
Kaminski				X
O'Grady				X

Certified to be a true copy of the Resolution
adopted by the HTMUA at a meeting held on July
6, 2015



Gail C. Hensal, Recording Secretary

Exhibit A

Shared Services Agreements

See attached

SHARED SERVICE AGREEMENT – SECRETARIAL/BILLING SERVICES

THIS AGREEMENT, commencing on January 1, 2015, by and between the TOWNSHIP OF HARDYSTON, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and the HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body corporate established under N.J.S.A. 40:14B-4, hereinafter referred to as the "HTMUA".

WITNESSETH that the TOWNSHIP and the HTMUA, for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The TOWNSHIP is hereby designated the agent of the HTMUA to furnish it with certain administrative services as described below.

B. Responsibility

At all times, the TOWNSHIP shall maintain responsibility and control over any personnel hired to provide secretarial and billing clerk services to the HTMUA.

C. Supervision and Direction of Staff

The Hardyston Township Manager shall be responsible for the supervision of any and all staff provided to the HTMUA as part of this agreement.

ARTICLE II: ACTIVITIES

a. Services to be Performed

The Township shall provide certain clerical and billing clerk services to the HTMUA. As part of these services, the Township of Hardyston shall supply staff to provide the following services to the HTMUA

1. Secretarial services relative to day-to-day correspondence, telephone calls, filing, coordination with auditor and treasurer regarding accounting matters, preparation and oversight of purchase orders and payments, etc., relating to HTMUA matters.
2. Secretarial services relative to attendance-at HTMUA meetings, development of minutes and agendas for said meetings, bookkeeping services relative to accounts payable (both operating and escrow accounting).
3. Billing clerk services relative to existing customer base and additional customers to be added within 2015, based on new development. Billing clerk services will include training on existing HTMUA billing system, creating and mailing of quarterly bills, availability to answer calls and questions from HTMUA customers relative to bills, charges, shut-off notices and the like.
4. It is anticipated that the HTMUA will transition to a meter reading system in 2015. Billing clerk will assist with the transition from a billing perspective and work with the Water/Sewer Operator and HTMUA to implement system.
5. It is anticipated that the services aforementioned will require approximately 30 hours per week of staff time.

The TOWNSHIP will maintain administrative offices for the HTMUA at the Hardyston Township Municipal Building and will provide office supplies (with the exception of specialty forms for billing

and postage for quarterly charges), telephone and file storage space. Staff will be available either in person or by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m.

B. Maintenance of Records

The Township Manager shall be responsible for the maintenance of the HTMUA's records at the Township Municipal Building.

ARTICLE III: EXCLUDED ACTIVITIES

The following are specifically excluded from this agreement

ARTICLE IV: FINANCIAL TERMS

HTMUA shall pay to the TOWNSHIP the sum of \$75,467.28 for the period January 1, 2015 through December 31, 2015. Payments by the HTMUA to the TOWNSHIP shall be made in four equal payments on March 1, June 1, September 1 and December 1.

ARTICLE V: LIABILITY AND INDEMNIFICATION

In the event that the employee to which this agreement refers is named as a party in any claim, proceeding, litigation, lawsuit or similar matter involving a matter concerning Recipient, Recipient shall provide the defense for the Provider's employee and shall also be responsible for indemnifying the employee and/or Provider for any damages awarded against the employee and/or Provider to the extent that the, proceeding, litigation or lawsuit is not the result of any action or inaction directly attributable to the Provider. If Provider and Recipient are co-defendants, the defense costs and damages, if any are awarded, shall be borne based on the percentage liability attributable to each party.

ARTICLE VI: DURATION OF CONTRACT; TERMS OF AMENDMENT

A. Duration

Duration of this agreement shall be for the period of January 1, 2015 through December 31, 2015.

B. Termination

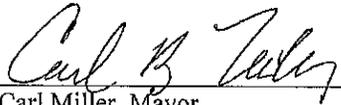
Either party may terminate this agreement by giving six (6) months notice in writing, delivered to the TOWNSHIP at the Hardyston Municipal Building or to the HTMUA Board Secretary.

C. Amendment

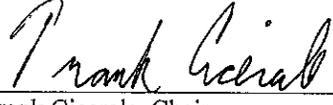
The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each agency or his/her designated representative and specifies the date of the provisions of such amendment shall be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

THE TOWNSHIP OF HARDYSTON

Attest:  
Carl Miller, Mayor

THE HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Attest:  
Frank Cicerale, Chairman

SHARED SERVICE AGREEMENT – ADMINISTRATIVE SERVICES

THIS AGREEMENT, commencing on the 1st day of January, 2015, by and between the TOWNSHIP OF HARDYSTON, a municipal corporation of the State of New Jersey, hereinafter referred to as the "TOWNSHIP", and the HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body corporate established under N.J.S.A. 40:14B-4, hereinafter referred to as the "HTMUA".

WITNESSETH that the TOWNSHIP and the HTMUA, for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Designation as General Agent

The TOWNSHIP is hereby designated the agent of the HTMUA to furnish it with certain administrative services as described below.

B. Responsibility

At all times, the TOWNSHIP shall maintain responsibility and control over any personnel hired to provide administrative services to the HTMUA.

C. Supervision and Direction of Staff

The Hardyston Township Manager shall be responsible for the supervision of any and all staff provided to the HTMUA as part of this agreement.

ARTICLE II: ACTIVITIES

a. Services to be Performed

The Township shall provide certain administrative and clerical services to the HTMUA. As part of these services, the Hardyston Township Manager shall

1. Attend all meetings of the HTMUA with the right to take part in the discussion, but without the right to vote;
2. Recommend to the HTMUA for adoption such measures as he/she may deem necessary or expedient; keep the HTMUA advised of the financial condition of the utility; make reports to the HTMUA as requested by it, and at least once a year make an annual report of his/her work for the benefit of the HTMUA and the public
3. Represent the HTMUA before other governmental agencies;
4. Meet, as needed, with users and prospective users of the HTMUA water and sewer systems;
5. Coordinate repair and maintenance to the HTMUA water and sewer system;
6. Prepare, in conjunction with the HTMUA auditor, the annual budget;
7. Review and respond to correspondence as necessary and as directed by the HTMUA;
8. Negotiate contracts, subject to the approval of the HTMUA, make recommendations concerning the nature and location of utility improvements, and execute utility improvements, and execute utility improvements as determined by the HTMUA.

The TOWNSHIP will maintain administrative offices for the HTMUA at the Hardyston Township Municipal Building. Staff will be available either in person or by telephone Monday through Friday from 8:30 a.m. to 4:30 p.m.

B. Maintenance of Records

The Township Manager shall be responsible for the maintenance of the HTMUA's records at the Township Municipal Building.

ARTICLE III: EXCLUDED ACTIVITIES

The following are specifically excluded from this agreement

1. Collection of user fees and/or the maintenance of user fee records
2. Preparation or submission of reports mandated as part of State or Federal regulations

ARTICLE IV: FINANCIAL TERMS

HTMUA shall pay to the TOWNSHIP the sum of \$11,000 for the period January 1, 2015 through December 31, 2015. Payments by the HTMUA to the TOWNSHIP shall be made in four equal payments on March 1, June 1, September 1 and December 1.

ARTICLE V: DURATION OF CONTRACT; TERMS OF AMENDMENT

A. Duration

Duration of this agreement shall be for the period of January 1, 2013 through December 31, 2013.

B. Termination

Either party may terminate this agreement by giving six (6) months notice in writing, delivered to the TOWNSHIP at the Hardyston Municipal Building or to the HTMUA Board Secretary.

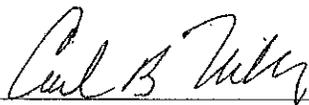
C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the chief administrative official of each agency or his/her designated representative and specifies the date of the provisions of such amendment shall be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

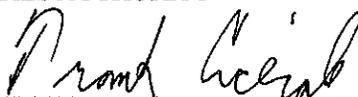
THE TOWNSHIP OF HARDYSTON

Attest: 


Carl Miller, Mayor

THE HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Attest: 


Frank Cicerale, Chairman

**SHARED SERVICE AGREEMENT
WATER & SEWER OPERATIONS**

THIS AGREEMENT, effective January 1, 2015, is by and between the **TOWNSHIP OF HARDYSTON**, a municipal corporation of the State of New Jersey (“Township”) and the **HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a body corporate established pursuant to N.J.S.A. 40:14B-4 (“HTMUA”).

WITNESSETH that the Township and HTMUA, each in consideration of the agreements on the part of the other set forth below, agree as follows:

Location of services to be performed

1. The Township shall provide HTMUA with services for sewer and water operations relative to existing facilities at “Indian Fields” and “Crystal Springs”, two residential developments located in Hardyston Township.
2. In the event that additional facilities are constructed at Indian Fields and/or Crystal Springs, or that the Township seeks to have services performed at other locations in Hardyston Township, the same will be addressed through an addendum to this Agreement.

Standard Services

3. The Township shall perform Standard Services as set forth in **Schedule A**, attached hereto and incorporated by reference.
4. The cost for services under this contract for the period of January 1, 2015 through December 31, 2015 shall be \$189,602.00 HTMUA will pay \$15,800/month in consideration of performance of Standard Services.
5. HTMUA will pay the Township in equal monthly installments on or before the 30th of each month.
6. In or about October of each year, the parties will review and re-evaluate the consideration to be paid for performance of Standard Services for the successive year commencing January 1, 2016 and January 1, 2017.

Additional Services

7. As needed or requested, Township shall perform duties classified as Additional Services that are set forth in **Schedule B**, attached hereto and incorporated by reference.

8. HTMUA agrees to pay fees to the Township for said additional services as set forth in **Schedule B**. Said fees shall be paid monthly at the same time as the consideration for Standard Services.

9. In or about October of each year, the parties will review and re-evaluate the consideration to be paid for performance of Additional Services for the successive year commencing January 1, 2016 and January 1, 2017.

Acquisition of vehicles, tools & equipment

10. HTMUA shall also provide funds to Township for capital purchases such as vehicles, tools and equipment necessary to perform the services required hereunder. The Township will maintain said funds in a separate account.

11. There are no contemplated significant capital expenditures for the 2015 year, not already covered under separate provisions.

12. In the event that this Agreement is terminated, Township will transfer all such vehicles, equipment and/or tools purchased with HTMUA's capital funds and any unused remaining funds placed in reserve for capital purchases to HTMUA for the sum of \$1.00.

General Provisions

13. The Township shall take all necessary and available measures to insure that services to HTMUA hereunder are in compliance with all applicable rules and regulations promulgated by HTMUA, Sussex County Municipal Utilities Authority, the New Jersey Department of Environmental Protection, the United States Environmental Protection Agency, and any other agency or entity vested with jurisdiction regarding the services that are the subject of this Agreement.

14. When necessary, the Township shall consult with HTMUA's professions, including its auditor, engineer and/or attorney, relating to any matter involving proper procedures to be followed in unusual circumstances.

15. The parties may amend this Agreement in writing at any time upon mutual consent. Any such amendment shall not be effective until ratified by both parties by duly adopted resolutions.

16. Township is hereby designated HTMUA's agent for purposes of furnishing services and carrying out the terms of this Agreement.

17. Township shall maintain supervision, responsibility and control over all personnel providing services pursuant to the terms of this Agreement.

Liability & Indemnification

18. HTMUA will hold the Township harmless for damages caused by HTMUA's failure to authorize and/or undertake any repairs, replacements and/or maintenance, provided that (A) this Agreement does not provide for said repairs, replacements and/or maintenance, and (B) the Township specifically suggested in writing that HTMUA undertake such repairs, replacements and/or maintenance prior to the accrual of said damage.

19. The Township shall hold HTMUA harmless for any and all claims, expenses and/or damages claimed by third parties as a result of negligent acts of commission or omission performed by the Township, its agents and/or employees.

20. HTMUA shall hold the Township harmless for any and all claims, expenses and/or damages claimed by third parties as a result of actions directed to be taken by HTMUA, provided that (A) this Agreement does not specifically provide for said actions, and (B) to the extent that Township's execution of the actions was conducted without any negligence that contributed to said claims, expenses and/or damages.

Term & Termination

21. This Agreement is for the period of January 1, 2015 until December 31, 2015.

22. This Agreement shall become effective upon the adoption of reciprocal resolutions by Township and HTMUA pursuant to the provisions of the "Interlocal Services Act" N.J.S.A. 40:8-1 et seq. This Agreement shall be kept on file with each party's respective clerk.

23. This Agreement shall automatically renew on a year-to-year basis from January 1 to December 31 of the following year. Such automatic renewal shall be subject to revised terms and conditions mutually agreed upon and duly memorialized by the parties in writing.

24. Either party may terminate this Agreement at any time by providing written notice to the other party by certified mail, return receipt requested, no less than six (6) months prior to the date of termination.

Confidentiality and Return of HTMUA Records & Property

25. Township will maintain HTMUA's records at the Hardyston Township Municipal Building. Township shall keep all information coming to it concerning the affairs of HTMUA and any of its customers, officers, agents, servants or employees strictly confidential. All requests for public inspection of any such information shall be directed to HTMUA.

26. Upon termination of this Agreement, the Township will return all files, computer discs, and/or other property to HTMUA.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day(s) and year written below.

TOWNSHIP OF HARDYSTON

Attest: Jane Bakalarczyk
Jane Bakalarczyk, Clerk

Carl B. Miller
Carl Miller, Mayor

Dated: 7-8-15

HARDYSTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Attest: Shirley Heenan

Frank Cicerale
Frank Cicerale, Chairman

Dated: 7/6/15

SCHEDULE A
STANDARD SERVICES

The Township of Hardyston shall perform the following services as "Standard Services" pursuant to the terms of the Agreement **as per attached DEP schedule:**

Provide a N.J.D.E.P. Licensed operator for both the sewer and water systems at each of these developments.

Provide an on-call schedule.

Daily inspection of the water systems and the pump stations for the sanitary sewer systems. Inspections at each of the systems shall include:

Daily reading and logging of water and sewer usage at each development. Within 5 days of the end of the month a log of each shall be provided to the Authority. Estimated water usage shall be verified by meter readings at least on a monthly basis.

Daily testing of each water system. This testing relates primarily to chlorine. At Indian Field the operator has a hand held unit to monitor the levels of manganese due to the previous problem encountered with this contaminant. Currently we are experiencing no abnormal readings in this regard.

Daily equipment inspection. This relates primarily to insuring all of the equipment such as chlorination pumps, and the Indian field calciquest system (polyphosphate sequestering for harness), orthophosphate for corrosion control is functioning properly. The operator shall also check time clocks and wet wells at sewage pump stations ensure there are no operational problems. The emergency generators are set to exercise for one-half hour on a weekly basis. The operators shall generally check to make sure the generators function as designed.

Routine maintenance of the pumps and emergency generators. This work shall include occasional cleaning of pump heads, chlorinators, wet wells and changing the oil in the emergency generators.

Collection, preservation, and delivery of all routine sampling required under Federal and State regulations. Routine sampling shall include:

Daily on-site analysis, one total coliform sample per month for each system.

Collection, preservation and delivery of non-routine samples which may be required by the N.J.D.E.P. from time to time.

Routine maintenance of the grounds around the pump stations, wells and water towers such as grass mowing and snow removal beyond the limits of a snowplow.

Attend Semi-Annual site meetings with the N.J.D.E.P. and S.C.U.M.A.

Attend Authority meetings on a regular basis specifically to be determined by the parties of this agreement.

Prepare monthly and quarterly reports required by the N.J.D.E.P. and SCMUA.

Coordination of non-emergency/scheduled repairs and maintenance with subcontractors who may be needed to repair various specialized components of the systems such as pumps, emergency generators, telemetering systems, meters, etc., during normal business hours.

1. Coordination with the Authority Engineer or other Authority representative regarding problems and required repairs.
2. Ordering and maintaining adequate supplies of for continuous operation of the system. This would include occasional replacement of the chlorine pumps. The Authority will set up a charge account with the supplier of the operator's choice so the Authority can be directly billed for supplies and parts which would be needed to maintain the systems.
3. Mark-out locations of water and sewer lines as requested through N.J. One Call.

SCHEDULE B
ADDITIONAL SERVICES

The Township of Hardyston shall perform the following services as "Additional Services" pursuant to the terms of the Agreement:

1. Repairs to water and sewer mains.

Repairs on mains shall be contracted out by operator and subject to pricing of contractor. The operator shall coordinate and oversee the repairs. Billing rate for operator's services:

Hourly rate per man – regular business hours: \$0.00/hour (covered under Schedule A – Standard Services)

Hourly rate per man – beyond normal business hours: \$42.00/Hour.

Emergency call-out per man – overtime to be billed at a 4 hour minimum.

Holiday rate per man – to be billed at a 4 Hour minimum: \$70/Hour.

2. Responses to emergency notifications from the alarm company and/or customers of the system.

Hourly rate per man – regular business hours: \$0/hour (covered under Schedule A- Standard Services).

Hourly rate per – man beyond normal business hours: \$42.00/Hour.

Emergency call-out per man- overtime to be billed at a 4 Hour-Minimum.

Holiday rate per man-to be billed at a 4 Hour minimum. \$70.00/Hour.

HTMUA will pay the vendor directly for costs incurred for water testing.

3. Repairs to equipment above and beyond routine maintenance to be billed as additional services.

4. Unscheduled services required under unusual circumstances or beyond the scope of standard services outlined in Schedule A:

Hourly rate per man – regular business hours: \$28.00/Hour.

Hourly rate per man – beyond normal business hours: \$42/Hour.

Emergency call-out overtime to be billed at a 4 Hour minimum.

Holiday rate per man-to be billed at a 4 Hour minimum: \$70/Hour.