

RESOLUTION NO. 2014-115

**RESOLUTION OF THE GLOUCESTER COUNTY UTILITIES
AUTHORITY APPROVING AN INTERGOVERNMENTAL AGREEMENT PURSUANT
TO N.J.S.A. 40:8a-1 BETWEEN THE
GLOUCESTER COUNTY UTILITIES AUTHORITY AND THE CITY OF WOODBURY**

WHEREAS, the Gloucester County Utilities Authority and the City of Woodbury had previously entered into an Agreement consistent with the litigation entitled City of Woodbury v. Gloucester County, Docket No. C-2340-72; and

WHEREAS, said agreement expired on January 30, 2014; and

WHEREAS, the parties have agreed to enter into said Agreement for the continued use and maintenance of the existing sewer line for the renewal period February 1, 2014 through January 31, 2039.

WHEREAS, the Commissioners of the Gloucester County Utilities Authority feel it is in the best interest of the Authority to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Utilities Authority, that the Executive Director of the Gloucester County Utilities Authority is herein authorized and directed to execute an Interlocal an Intergovernmental Agreement Pursuant to N.J.S.A. 40:8A-1 between the Gloucester County Utilities Authority and the City of Woodbury for such services in the form Agreement attached hereto.

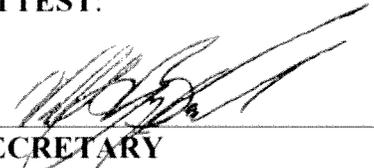
BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon adoption.

THE GLOUCESTER COUNTY UTILITIES AUTHORITY

Howard W Bruner

CHAIRMAN

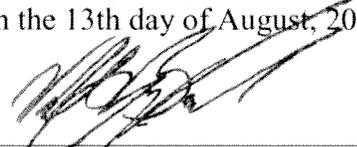
ATTEST:



SECRETARY

CERTIFICATION

The foregoing Resolution was duly adopted by the Committee of the Gloucester County Utilities Authority at a meeting held on the 13th day of August, 2014.



SECRETARY

RESOLUTION #14-128

RESOLUTION OF THE CITY OF WOODBURY APPROVING AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO N.J.S.A. 40:8a-1 BETWEEN THE CITY OF WOODBURY AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY

WHEREAS, the City of Woodbury and the Gloucester County Utilities Authority had previously entered into an Agreement consistent with the litigation entitled City of Woodbury v. Gloucester County, Docket No. C-2340-72; and

WHEREAS, said agreement expired on January 30, 2014; and

WHEREAS, the parties have agreed to enter into said Agreement for the continued use and maintenance of the existing sewer line for the renewal period February 1, 2014 through January 31, 2039.

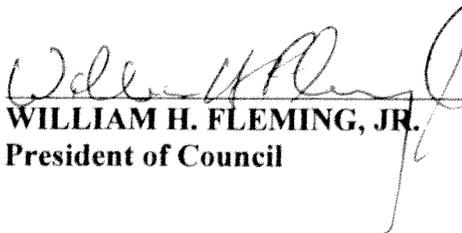
WHEREAS, the City Council of the City of Woodbury feel it is in the best interest of the residents of the City of Woodbury to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to execute an Intergovernmental Agreement Pursuant to N.J.S.A. 40:8A-1 between the City of Woodbury and Gloucester County Utilities Authority for such services in the form agreement attached hereto.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on July 8, 2014.

CITY OF WOODBURY

By:


WILLIAM H. FLEMING, JR.
President of Council

ATTEST:


ROY A. DUFFIELD, City Clerk

**INTERGOVERNMENTAL AGREEMENT
PURSUANT TO N.J.S.A. 40:8A-1
BETWEEN THE
CITY OF WOODBURY
AND
GLOUCESTER COUNTY UTILITIES AUTHORITY**

THIS AGREEMENT by and between the City of Woodbury (hereafter referred to as the "City") of 33 Delaware Street, Woodbury, New Jersey;

AND the Gloucester County Utilities Authority (hereafter referred to as the "Authority") of 2 Paradise Road, West Deptford, New Jersey.

INTRODUCTION

Each of the parties to this agreement are public entities within the State of New Jersey which desire to engage in a cooperative effort for the transport and disposal of domestic waste through lines of the City of Woodbury sewer system. Pursuant to such desire, the City and Authority intend to enter and be bound by the agreement set forth below under the statutory authority of N.J.S.A. 40:8A-1 et seq.

BACKGROUND

The parties set forth herein had previously entered into an agreement consistent with litigation entitled City of Woodbury v. Gloucester County, Docket No. C-2340-72. The purpose of this new agreement is consistent with the renewal of the contract entered into between the parties on or about January 26, 1989 and ending on January 30, 2014.

Additionally, the City and Authority desire to establish an understanding for continued use and maintenance of the existing sewer line for the renewal period set forth herein.

Subject to the following terms and conditions the parties do hereby enter into an agreement for the continued use and maintenance of the sewer line which is the subject matter within this agreement.

TERMS AND CONDITIONS

1. The sewer line which is the subject matter of the agreement is that portion of the City of Woodbury sewer line extending from a point at the Borough of Woodbury Heights metering station (adjacent to Evergreen Avenue) to the City of Woodbury pumping station at Hunter Street.

The City shall continue to retain ownership of the sewer line consistent with the prior agreements and this agreement.

2. Any future plans for future rehabilitation, upgrade and maintenance of the sewer line shall be submitted for review and approval of the Authority's engineer and the City's Engineer.

3. Upon approval as provided in #2, the cost of any such rehabilitation and upgrading shall be shared and allocated as follows: sixty-five percent (65%) of such costs shall be borne by the Authority and thirty-five percent (35%) of such costs shall be borne by the City.

4. If in the event any work is to be performed as set forth in #3, the City shall engage the contractor to perform said service and the Authority will be obligated to reimburse the City its obligated allocation costs within thirty (30) days of the submission of a contract.

5. The Authority shall share in the costs and responsibility for the future maintenance of the sewer line pursuant to the following allocation: sixty-five percent (65%) of the costs of maintenance shall be bore by the Authority and thirty-five percent (35%) shall be borne by the City.

Maintenance cost of such sewer line shall be submitted semi-annually by the City to the Authority and reimbursed in accordance with this agreement.

Any extraordinary maintenance cost shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Extraordinary shall be defined as maintenance work exceeding \$2,500.00 in cost at any one time.

6. The parties acknowledge the sewer line shall be utilized by the Authority for the transmission of domestic waste from the Borough of Woodbury Heights as well as the City for transmission of City waste.

By execution of this agreement, the Authority shall indemnify and hold the City absolutely harmless by reason of damage to property or personal injury resulting from the flow of any sewerage or waste of whatever nature from the Borough of Woodbury Heights, including costs of suit and reasonable attorney's fees.

7. In the event of dispute, either party may proceed to enforce this agreement in any court of competent jurisdiction. Enforcement shall be pursuant to the judgment entered in the matter of the **City of Woodbury v. Gloucester County Sewerage Authority, Superior Court of New Jersey, Chancery Division, Gloucester County, Docket No. C-2340-72.**

8. Each party shall consent to this agreement by adoption of an Ordinance by the City and a Resolution by the Authority and execution of this document by the appropriate officials of the City and the Authority.

9. This agreement is entered into pursuant to the authority of N.J.S.A. 40:8A-1 et seq. and shall be binding upon each party and their successors and assigns for a period of twenty-five (25) years. The period of time of this contract shall commence on February 1, 2014 and expire January 31, 2039.

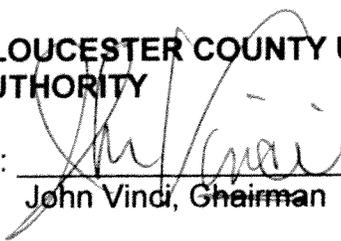
10. The agreement herein represents the entire agreement between the parties. No change to the agreement may occur absent a writing signed by each of the parties' proper officials and a duly passed ordinance or resolution as may be appropriate.

**GLOUCESTER COUNTY UTILITIES
AUTHORITY**

Attest:


TED BAMFORD
ASST. EXEC. DIR.

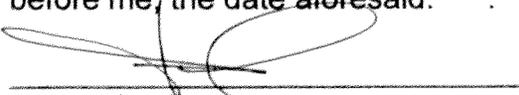
By:


John Vinci, Chairman EXEC. DIRECTOR

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER) SS.:

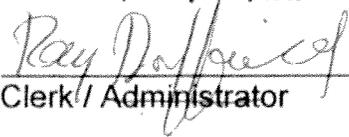
BE IT REMEMBERED, that on 8-13, 2014, before me, the subscriber, _____, personally appeared _____ who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of Gloucester County Utilities Authority, the Authority named in the within agreement; that John Vinci is the Chairman of said Authority, that the execution, as well as the making of this agreement, has been duly authorized by a proper resolution of the Authority; that deponent well knows the authority's seal; and that the seal affixed to said agreement is the proper seal and was thereto affixed and said agreement signed and delivered by said Chairman as and for the voluntary act and deed of said Authority, in presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

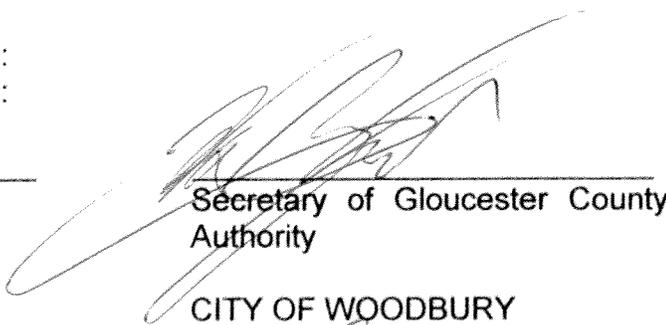
Sworn to and subscribed :
before me, the date aforesaid. :


Notary Public

EDMUND A. BAMFORD, III
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 11, 2017

Attest:


Clerk / Administrator


Secretary of Gloucester County
Authority

CITY OF WOODBURY

BY:


William Volk, Mayor

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER) SS.:

BE IT REMEMBERED, that on JULY 8, 2014, before me, the subscriber, personally appeared ROY A. DUFFIELD, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Clerk/Administrator of the City of Woodbury, the municipal corporation named in the within agreement; that William Volk is the Mayor of said City; that the execution, as well as the making of this agreement, has been duly authorized by a proper resolution of the City; that deponent well knows the City's seal; and that the seal affixed to said agreement is the proper seal and was thereto affixed and said agreement signed and delivered by said Mayor as and for the voluntary act and deed of said City, in presence of deponent, who thereupon subscribed his/her name thereto as attested witness.

Sworn to and subscribed :
before me, the date aforesaid. :


Notary Public


Clerk / Administrator
City of Woodbury



OFFICIAL SEAL
FRANCES A. NIGRO
NOTARY PUBLIC - NEW JERSEY
My Comm. Expires March 23, 2019