

Approved 5/6/02

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2002-101

TITLE: RESOLUTION AUTHORIZING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY

PRESENTED BY:

SECONDED BY:

WHEREAS, the provisions of N.J.S.A. 40:8A-1 et seq. authorizes a municipality to enter into a contract with any other local unit for the joint provision of service; and

WHEREAS, it is in the best interest of the Township of Lower to enter into any agreement with the Township of Lower Municipal Utilities Authority to provide water installation services for Small Cities infrastructure projects.

WHEREAS, Resolution #2002-64, adopted by the Council of the Township of Lower on April 1, 2002, is no longer applicable and therefore rescinded.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the appropriate officials of the Township, namely the Mayor and Township Clerk, are hereby authorized and directed to execute an Interlocal Services Agreement with the Township of Lower Municipal Utilities Authority pursuant to the terms and conditions set forth as outlined in the Agreement, a copy of which is attached hereto as Exhibit A.

I hereby certify this is the original resolution adopted by the Township Council on _____, 2002

Claudia R. Kammer, Township Clerk

	BECK	BROGAN	BLOMKVEST	CHESNA	STARNER
AYE					
NAY					
ABSENT					
ABSTAIN					

INTERLOCAL SERVICE AGREEMENT

BETWEEN THE TOWNSHIP OF LOWER, CAPE MAY COUNTY, NEW JERSEY
AND
THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the Township of Lower, Cape May County, a municipal corporation of the State of New Jersey (hereinafter known as the “TOWNSHIP”) and the Township of Lower Municipal Utilities Authority, (hereinafter known as the “MUA”) desire to enter into a Interlocal Service Agreement; and

WHEREAS, N.J.S.A. 40:8A-1, et seq., provides that local governmental entities can enter into the said agreement and further provides that upon consent these local units being a municipality and a regional authority meet the definition of local unit within N.J.S.A. 40:8A-2; and

WHEREAS, the “TOWNSHIP” is the recipient of NJ DCA Small Cities Project #01-1313-00 in the amount of \$400,000 to install water mains, hydrants and laterals in the Villas Phase III project area. The streets to receive these water mains are defined in the August 2000 Small Cities application for the Phase III project (hereinafter known as the “APPLICATION”); and

WHEREAS, the “TOWNSHIP” may be the recipient of future NJ DCA Small Cities water infrastructure projects; and

WHEREAS, the “TOWNSHIP” and the “MUA” both agree it to be in their respective interest to enter into said agreement for NJ DCA Small Cities Project #01-1313-00 and such future water infrastructure projects that may be received by the “TOWNSHIP”; and.

NOW, THEREFORE, THE PARTIES HERETO agree, covenant and contract as follows:

1. The statements of the preamble are incorporated herein by this reference.
2. The “TOWNSHIP” will purchase and provide to the “MUA” such water main, hydrants, valves and other water infrastructure appurtenances as described in the “APPLICATION” for Small Cities Project #01-1313-00 or such future water infrastructure projects as may be obtained by the “TOWNSHIP”, provided that the “TOWNSHIP” costs shall not exceed the net proceeds from such grant.
3. The “MUA” will install public water service to properties located on the streets named in the “APPLICATION” as the Villas Phase III project area or to such project areas approved for future Small Cities projects.
4. The “MUA” will provide water infrastructure installation labor and equipment and will document those in-kind costs if requested by the “Township” for the Villas Phase III project area

and for future Small Cities water infrastructure projects.

5. The "MUA" will reduce the usual cost of water connections (main line to service line at curb stop) from \$1,356.18 per household to \$600 for Villas Phase III project area water users and there will be a similar reduction, pursuant to future grant allocations, for water users provided with public water service by future Small Cities water main installation projects.

6. The "MUA" will extend loans and flexible payment terms to residents who cannot afford the \$600 cost of connecting to the water system in the Villas Phase III project area water users and there will be a similar requirement for water users provided with public water service by future Small Cities water main installation projects..

7. The parties acknowledge that the "TOWNSHIP" is entering into this agreement by adoption of Resolution 02-____ and that the "MUA" is entering into this agreement of adoption of Resolution 02-_____. This agreement is contingent upon the adoption of both Resolutions.

8. The parties hereto acknowledge that they have the authority to enter into this agreement and that the agreement shall be entered into within the requirements of N.J.S.A. 40:8A-3.

9. The terms of this agreement shall be fixed at seven (7) years and thereafter will be extended automatically yearly unless either party notifies the other of termination ninety (90) days prior to the date of expiration.

IN WITNESS WHEREOF, THE PARTIES HERETO set their hand and seals this day of

_____, 2002.

ATTEST:

CLAUDIA R. KAMMER, CLERK
TOWNSHIP OF LOWER

LARRY W. STARNER, MAYOR
TOWNSHIP OF LOWER

ATTEST:

EMILY OBERKOFER
EXECUTIVE SECRETARY
TOWNSHIP OF LOWER M.U.A.

SUSAN BAILEY
CHAIRMAN
TOWNSHIP OF LOWER M.U.A.