

**SHARED SERVICES AGREEMENT
BY AND BETWEEN THE
PENNSAUKEN TOWNSHIP
AND
THE MERCHANTVILLE-PENNSAUKEN WATER COMMISSION
FOR MPWC USE OF POLICE MONOPOLE WESTFIELD STATION**

THIS DOCUMENT constitutes an agreement made by and between the Township of Pennsauken, a body politic and corporate of the State of New Jersey, having its principal place of business at 5605 N. Crescent Boulevard, Pennsauken, New Jersey 08110 (the “Township”) and the Merchantville-Pennsauken Water Commission (hereafter “MPWC”) a public corporate entity and public utility organized under the laws of the State of New Jersey and created by the governing bodies of the Borough of Merchantville and Township of Pennsauken and located at 6751 Westfield Avenue, Pennsauken, NJ 08110, in Camden County; and

WHEREAS the Township of Pennsauken (“Pennsauken”) is a municipal governmental public entity organized under the laws of the State of New Jersey, located in Camden County; and

WHEREAS Pennsauken a host community which created the Commission per NJSA 40:62-108; and

The date of execution of this agreement is the _____ day of _____, 2023.

WITNESSETH:

WHEREAS the Parties continue to seek to identify economies and efficiencies in the operations of their respective roles of local and regional government that will reduce the tax burden on the respective taxpayers and ratepayers and will improve the effectiveness of services for residents and ratepayers; and

WHEREAS the parties have investigated the potential economies and efficiencies that may be created through the sharing of services; and

WHEREAS the parties maintain separate areas of heightened expertise and capability to provide services and maintenance and is willing and able to provide to the other the benefit of its expertise, experience and /or mechanical staff to provide service, maintenance and/or repairs as needed; and

WHEREAS these are more specifically set forth below; and

WHEREAS the MPWC was created and chartered by its current owners Pennsauken Township , owning 88%, and Merchantville Borough owning 12%, for the sole purpose of creation, protection, treatment, storage, supply, distribution and delivery of potable water; and

WHEREAS for that sole purpose the municipalities have provided and donated land, properties, and financed the Bonds of the Commission for the same and for Capital projects, long-term maintenance and other such necessary activities and items of the Commission; and

WHEREAS there are activities and improvements on MPWC property for commercial purposes not for water purposes from which these municipal governments have withheld taxing either these properties, or their improvements which are outside the charge of the Commissions ; and

WHEREAS among the Departments and Assets of the Township are the Pennsauken Police Department which owns, maintains or utilizes Township property including a substation on Westfield Avenue which has and utilizes a monopole on that site for communications; and

WHEREAS the Monopole utilized by the Police Department at the Westfield Avenue SubStation is already complete , maintained by the Township and has additional unused space on it; and

WHEREAS the MPWC has updated its system water meters so that they no longer require quarterly access by personnel in order to get a usage reading that is reported for records and billing purposes as the Commission has installed “radio-read” meters and the latest version transmits messages via radio to area central receivers which the Commission places on area elevated structures based on area conditions and the distance and reception, and currently the MPWC requires a receiver be placed on a monopole or elevated structure in that area of the town/ its service area; and

WHEREAS it would save the Residents of the area not to have to suffer another monopole in their neighborhood, while saving all residents who are water customers the costs or acquisition, construction, maintenance, etc. which would be added to the costs of their water if the MPWC were required to install a separate structure , and it has been

determined that the unused space on the existing Township monopole would provide the needed space for the receiver that then transmits the data to the MPWC headquarters; and

WHEREAS the proper and respective public officials had been authorized to create, complete and execute an agreement which shall *inter alia* include the terms contained herein and had or will authorize the execution by appropriate Resolutions of the Merchantville-Pennsauken Water Commission and the Pennsauken Township Committee, **IT IS THEREFORE AGREED** as follows:

1)The MPWC will contract by use of this Intergovernmental agreement with the Pennsauken Township and its Pennsauken Police Department, (hereafter collectively “Pennsauken”) to be the agent for approval of the MPWC ‘s placement and construction of the Neptune Meter Reading receiver equipment on the property and monopole on the Westfield Ave property in a manner to be in satisfaction of the needs of all the parties; and

2) The MPWC will pay the balance of any costs of the project to install said receiver; and

3)The parties agree to execute further documents necessary to accomplish this purpose to which they have committed themselves.

WHEREAS this Shared Services Agreement is authorized pursuant to N.J.S.A. 40A:65-1, **et seq** (“Uniform Shared Services and Consolidation Act”) which permits two local units to enter into a contract for any service which any party to the agreement is empowered to render within its jurisdiction: and

WHEREAS the MPWC and the Township agree that their mutual public purposes and their best interest and the best interests of their common citizens will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act; and

WHEREAS the term of this Agreement shall be for a period of Five (5) years, effective on or about November 1, 2023, with one (1) option to renew for an additional five (5) year term which is dependent upon the approval of both the MPWC and Pennsauken Township and inaction by both parties can cause a rollover into the second term UNLESS either party seeks to terminate before the second term in which case

they need only provide NINETY (90) Days Advance Written Notice to the Other party so they have to make other Arrangements , and therefore,

IN CONSIDERATION of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. PURPOSE AND SCOPE

The purpose of the Agreement is for the Pennsauken Township to provide space and location and use to the MPWC and its mutual common residents and customers in the surrounding area who will benefit from the convenience of the antennae and the radio read meters and from the cost savings from having their meters read automatically and from not having to pay the costs of the installation of another pole and its maintenance or the cost of meter reading and billing in the old fashion and affiliated meters and water service in the area of Delaware Gardens section of Pennsauken Township.

2. DUTIES AND RESPONSIBILITIES

The Township will provide the space on its monopole located as reflected on the attached Exhibit A. The MPWC shall be responsible for the installation of its equipment and any maintenance that may be required. Should the Township need to remove, replace or conduct maintenance on the pole for any reason the MPWC shall be provided sufficient timely notice to remove its equipment as identified or noticed by the Township.

3. QUIET ENJOYMENT The parties agree that the Township communication use is primary and the MPWC shall ensure upon installation that its use shall not interfere with the township use or signal. After the installation and first test period, it shall be incumbent on the parties to ensure that any change in or signal whether the nature of the signals or their strength shall not interfere with the other whenever possible and the parties shall seek to make accommodations so that the performance remains satisfactory and usable for both parties. If these become impossible to reconcile The MPWC will seek other alternatives.

4. INDEMNIFICATION

The parties shall mutually agree to defend, indemnify and save the other harmless from and against any and all claims of every nature and whatsoever kind,

liabilities, damages, including damage to person or property, losses and judgments, including costs and expenses incident thereto, arising from any act by, or negligence or omissions related to the services being provided by the terms of this agreement except insofar as claims involving or arising from their own employees' claims covered by workers compensation insurance. The provisions of this paragraph shall survive the expiration or termination of this Shared Services Agreement. The parties agree to indemnify each other as to any claims and to maintain no less than ONE (1) million dollars insurance coverage for such purposes.

5. TERM AND TERMINATION

The term of this Agreement shall be for a period no less than five (5) years commencing on or about November 1, 2023. The Agreement shall provide for one (1), additional five-year option to renew that may occur by the inaction of both parties and that either party may terminate upon Ninety (90) advance written notice to the other party. Notwithstanding the above, at either's discretion, each shall have the right to terminate this Agreement prior to the end of its term, with or without cause, upon Ninety (90) days written notice at the addresses listed herein above. This agreement shall be binding upon the parties, their heirs, successors, and assigns.

6. NOTICES-All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

7. MISCELLANEOUS PROVISIONS-The following miscellaneous provisions shall apply to this Agreement:

a. Construction of this Agreement- The parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the laws of the State of New Jersey.

b. Waiver- Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

c. Amendment for Modification-This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the parties hereto.

d. Heading-This section and any other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or

interpretation of this agreement.

e. Invalid Clause-The invalidity of any clause contained herein shall not make any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

f. Entire Agreement-This Agreement shall consist of the entire agreement of the parties, and it is acknowledged that there are no side or oral agreements relating to the understandings set forth here.

g. Assignability-This Agreement and all rights, duties and obligations held herein may not be assigned without prior written consent from both parties.

h. Affirmative Action-The parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities-The parties agree to incorporate the Americans with Disabilities Act language attached hereto.

j. Audit-Both parties agree that either party and/or their agents may at any time examine any and all past, current and future records relevant to this agreement and they hereby agree they each shall make to the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports, and documents relative to this agreement as shall become desirable or necessary.

k. Funding-Where applicable, per N.J.S.A. 40A:1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

l. Governing Law-This Agreement is governed by, construed, and enforced following the laws of the State of New Jersey

m. Binding Agreement-This Agreement shall be binding upon the parties hereto. and their respective heirs, executors, administrators, successors or herein contractually authorized assigns.

8. NOTICES-All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Merchantville-Pennsauken Water Commission to the Chief Operating Officer, Merchantville-Pennsauken Water Commission, 6751 Westfield Avenue, Pennsauken, NJ 08110; and for the Township of Pennsauken to the Township

Clerk, Township of Pennsauken, 5605 N. Crescent Blvd., Pennsauken, New Jersey
08110.

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IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on this seven

(7) page agreement on the date and year referenced in this agreement intending to be legally bound thereby.

____Date: _____, 2023 **FOR THE MPWC:**

Attest:

BY: _

Joseph C. Scavuzzo, President MPWC

George R. Piperno, Esq., Secretary MPWC

For PENNSAUKEN TOWNSHIP:

Date _____

MAYOR

ATTEST:

TOWNSHIP CLERK