

Shared Services Agreement

**SHARED SERVICES AGREEMENT BY AND BETWEEN PENNSAUKEN TOWNSHIP,
PENNSAUKEN SEWERAGE AUTHORITY, AND THE CAMDEN COUNTY
MUNICIPAL UTILITIES AUTHORITY IN REGARDS TO THE
PENNSAUKEN DISCONNECT PROJECT**

THIS AGREEMENT (the “Agreement”) is made this _____ day of May, 2024 by and between Pennsauken Township (the “Township”), a municipality with offices located at 5605 N. Crescent Boulevard, Pennsauken, New Jersey, and the Pennsauken Sewerage Authority (the “PSA”), a public utility with offices located at 1250 John Tipton Boulevard, Pennsauken, New Jersey, and the Camden County Municipal Utilities Authority (the “CCMUA”), a municipal utilities authority formed under the New Jersey Municipal and County Utilities and Authorities Law, N.J.S.A. 40:14B-1 et seq., with offices located at 1645 Ferry Avenue, Camden, New Jersey, hereinafter referred to as the “Parties”.

WHEREAS, the CCMUA owns and operates a wastewater treatment system which presently serves the entire County of Camden (“the County”) in the State of New Jersey, for the treatment of wastewater and disposal of bio-solids; and

WHEREAS, the CCMUA owns an outfall (“the C32 outfall”) in the location of the former Baldwin Run Plant in Camden City; and

WHEREAS, the discharge at the C32 outfall includes flow from a combined sanitary and storm sewer collection system located in both Pennsauken and Camden; and

WHEREAS, as a result of historic interconnections, flow from both the City of Camden (Camden City”) and the Township flow through the C32 outfall; and

WHEREAS, pursuant to a permit issued by the New Jersey Department of Environmental Protection (“DEP”) in 2015, the CCMUA is required to control the flow at the C32 outfall to prevent the discharge of sanitary system effluent; and

WHEREAS, the CCMUA is implementing the Pennsauken Disconnect Project (the “Project”) for the purpose of separating the sewer and storm water systems, which currently operate as a single combined sewer in parts of the Township, into two distinct systems, for the purpose of controlling combined sewer overflows at the C32 outfall in Camden, New Jersey; and

WHEREAS, the Parties seek to identify economies and efficiencies in the implementation of the Project that will thereby 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 various services in connection with the Project; and

WHEREAS, the Parties maintain separate areas of heightened expertise and capability to implement the Project and are willing and able to provide to the other the benefit of their expertise, experience and /or technical and professional staff to implement the Project as needed as more specifically set forth below; and

WHEREAS, the Parties desire to enter into a Shared Services Agreement (the “Agreement”) pursuant to the provisions of the Uniform Shares Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, the Parties’ respective governing officials have authorized the Parties to create, complete and execute this agreement to address the sharing of services by the Parties; and

WHEREAS, the Parties wish to cooperate in furthering their mutual goals for the success of the Project by entering into a shared partnership, creating a more effective and more efficient means of addressing the public health and safety while aiming toward the timely completion of the Project; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. (“Uniform Shared Services and Consolidation Act”) authorizes the Parties to enter into share services agreements for the mutual provision of any services for which any party to the shared services agreement is authorized to enter within its own jurisdiction limits; and

WHEREAS, as a result of all of the foregoing, the Township, the PSA and the CCMUA will work collaboratively to implement the Project in order to serve the best interests of Township, the PSA and the CCMUA and their ratepayers and taxpayers; and

WHEREAS, the term of this Agreement will be from the date of adoption through the final completion and acceptance of the Project by all Parties; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein set forth, the Parties agree as follows:

1. **RECITALS**

The foregoing recitals are hereby incorporated by reference and made a part hereof, as if set forth fully herein.

2. **PURPOSE AND SCOPE**

The purpose of this Agreement is for the Parties to work together for the timely completion of the Pennsauken Disconnect Project while serving the public health and general welfare. The Pennsauken Disconnect Project’s goal is the separation of Pennsauken Township’s

sewer and storm water systems into two distinct systems. Each Party will work cooperatively for the purposes of supplementing and streamlining the Project through completion.

3. ESTIMATED COST

As of the date of the execution of this Agreement, the estimated cost for the Project is in excess of \$29,000,000.00.

4. PAYMENT PROCEDURE

The Project will be funded by the CCMUA with all amounts outlaid by the CCMUA to be reimbursed by the Environmental Infrastructure Trust Bank (the “Water Bank”).

5. TERM AND TERMINATION

The term of this Agreement shall be from the date of adoption through the final completion and acceptance of the Project by all Parties. This Agreement cannot be terminated once a bid request has been advertised and a contractor has been given a Notice to Proceed pursuant to a bid award. This Agreement shall be binding upon the Parties, their heirs, successors and assigns.

6. DUTIES AND RESPONSIBILITIES

A. Pennsauken Township, the Pennsauken Sewerage Authority, and the Camden County Municipal Utility Authority will work in cooperation toward the timely and successful completion of the Pennsauken Disconnect Project, as detailed in Exhibit A.

B. The CCMUA will handle, including but not limited to, the construction, replacement, and repairs of various improvements as outlined in Exhibit A. The CCMUA represents that the work described in Exhibit A will not impair or cause a backup in the flow of sewerage emanating from properties within Pennsauken Township and that if any impairment occurs, it will promptly address and repair any work necessary to cure same. The CCMUA’s obligation to address and repair shall terminate three years after the substantial completion date of the Project. If during the three year period, any impairment or backup is caused by a failure of equipment owned and operated by the PSA, the CCMUA shall not be responsible.

C. After the Project has been accepted, all maintenance of the various improvements will be the responsibility of the Township or the PSA.

D. The Township and/or the PSA will allow access to property owned by the Township or the PSA for purposes of completing all work necessary to implement the Project.

E. The Township will provide, including but not limited to, the availability of the Township Engineer, Township Public Safety, and other contributions to assist the Camden County Municipal Utility Authority in the completion of the improvements.

F. The Township shall arrange for and conduct all necessary public hearings and any other informational session the parties agree is necessary to inform the public.

G. The CCMUA shall provide notice of disruption to services or access to streets to all residents impacted by the implementation of the Project. The language in the notice shall first be approved by the Township and the PSA within three business dates of request for approval.

H. Pennsauken Sewerage Authority will provide, including but not limited to, assistance and access to the sewer and storm water systems as needed to assist the Camden County Municipal Utility Authority in the completion of the improvements.

I. The CCMUA shall supply \$500,000.00 to the PSA for the purchase and installation by the PSA of pumps for upgrades on PSA property. The pumps shall be installed by the PSA by the date of substantial completion of the Project. The PSA shall also be responsible for any other upgrades necessary on property owned by the PSA. The CCMUA will not be liable for any injuries to persons or property that may arise out of the installation and operation of the pumps.

J. The geographical boundaries of the Pennsauken Disconnect Project, in general, include High Street and Baldwin Run, as described in Exhibit A.

K. The project will involve sanitary improvements, such as, but not limited to, proposed sanitary sewer and connection lines, pump station improvements, disconnections, restoration, and various water mains to be replaced and/or removed for the completion of the work.

7. CONFLICT OF INTEREST

The Parties agree that in administering the services in connection with the Agreement, each will comply with all appropriate standards of conduct and will avoid any conflict of interest.

8. INSURANCE

A. The Township, the PSA, and the CCMUA will maintain professional liability insurance coverage, general liability coverage, workers compensation coverage and automobile liability coverage, as may be required, in amounts sufficient for the services rendered pursuant to this Agreement.

B. Each Party will be named as an additional insured in the above policies on a primary, non-contributory basis.

9. MUTUAL INDEMNIFICATION

Each Party agrees to mutually indemnify, each other, and their officials and employees from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any other person or persons whatsoever, which shall arise from the negligence of that Party.

10. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant condition or agreement of any past, present or future officer, agent or employee of the Township, the PSA or the CCMUA, in his or her individual capacity, and neither the officers, agents or employees of the Township, the PSA or the CCMUA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

11. REMEDIES AND DEFAULT

In the event either party to this Agreement defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available in law or in equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such time period, providing the defaulting party is using reasonable diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate the Agreement pursuant to Section 5 above.

12. FORCE MAJEURE (Exact Language to be Negotiated)

Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder) or be liable

in damages or otherwise for any failure or delay in performance which is due to strikes, lockouts, concerted acts of workers or other industrial disturbances; fires, explosions, floods, or other natural catastrophes; civil disturbance, riots or armed conflict whether declared or undeclared; or acts of God. Neither party hereto shall be required to make any concession or grant any demand or request to bring to an end any strike or other concerted act of workers.

13. NOTICES

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

14. N.J.A.C. § 17:44-2.2 AUTHORITY TO AUDIT OR REVIEW CONTRACT RECORDS

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller (“OSC”) pursuant to N.J.S.A. 52:15C-14(d). Accordingly, pursuant to N.J.A.C. § 17:44-2.2, Authority to Audit or Review Contract Records, the selected professional legal services firm shall maintain all documentation related to products, transactions or services under its agreement with the Township, the PSA and the CCMUA for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

15. MISCELLANEOUS PROVISIONS

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared pursuant to New Jersey law and shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

B. Relationship of the Parties

The Parties are independent contracting entities only, and no relationship of principal and agent, master and servant, partnership, joint venture, attorney-in-fact, or teaming relationship is intended by the Agreement.

C. Further Assurances/Cooperation

The Parties agree that they shall execute, acknowledge and deliver such further documents, instruments and agreements, and shall engage in such further actions, which shall be deemed reasonably necessary or desirable to effect the purposes of this Agreement;

provided, however, that no Party shall be required to waive a right or remedy hereunder or to assume a liability or obligation not provided herein.

D. 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.

E. Amendment for Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing signed by each of the parties hereto.

F. Heading

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this Agreement.

G. Invalidity Clause

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

H. 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 herein.

I. Captions The captions heading the various Sections of this Agreement are inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement or to play any role in the construction and enforcement hereof.

J. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original document, and all of which together shall be deemed but one and the same agreement.

K. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from all parties hereto.

L. Alternative Dispute Resolution.

Should any dispute arise between the parties concerning the interpretation or implementation of this Agreement, the Parties shall first be required to first seek resolution of the dispute by submitting the dispute to Executive Director of the CCMUA (or his duly authorized designee), the Administrator of the Township (or his designee) and the Executive Director of the PSA (or his duly authorized designee) for consideration. If such dispute cannot be resolved within thirty (30) days of submission, the Parties shall thereafter submit the dispute to mediation. The Parties shall mutually agree upon the services of a mediator, whose fees shall be borne equally by the Parties. To the maximum extent possible, the Project shall continue to proceed during the course of any dispute resolution.

M. Affirmative Action

The parties hereby agree to incorporate and be bound by the affirmative action language attached hereto as Exhibit B.

N. Americans with Disabilities Act and New Jersey Law against Discrimination

The parties hereby agree to incorporate and be bound by the Americans with Disabilities Act and the New Jersey Law against Discrimination attached hereto as Exhibit C.

O. Audit

The Parties agree to permit access to each other 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 auditing the records, reports, and documents relative to this agreement as shall become desirable or necessary.

The Township, the PSA, and the CCMUA shall conduct any required audits of the services procured in conformance with all City, State and Federal accounting practices.

P. Further Assurances

From time to time, the parties hereto may make, execute and deliver or cause to be made, executed and delivered any and all such further and other instruments and assurances, and will furnish such information, and make such filings with governmental authorities, as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of the terms of this Agreement or to protect and preserve the rights and remedies hereunder of the parties hereto.

Q. Funding

Pursuant to N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

R. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

S. Venue

Any and all claims, disputes, actions, causes of actions, complaints or proceedings arising out of, relating to or in any way in connection with this Agreement, the construction, performance or breach hereof, or otherwise, shall be instituted, prosecuted and maintained in the Superior Court of New Jersey, Camden County, and the Parties and each of them hereby waive any defense based on improper venue, *forum non-conveniens* or lack of *in personam* jurisdiction.

T. Due Authorization

By signing below, each Party represents to the others that it has been authorized by all necessary action, resolution or otherwise to execute and deliver this Agreement, and that the person signing on behalf of each Party has been duly authorized to do so and that by doing so, binds such Party hereto.

SIGNATURE PAGE AFFIXED HERETO

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2024.

ATTEST/WITNESS:

TOWNSHIP OF PENNSAUKEN

(Seal)

By:

ATTEST/WITNESS:

PENNSAUKEN SEWERAGE AUTHORITY

(Seal)

By:

ATTEST:

**CAMDEN COUNTY MUNICIPAL UTILITIES
AUTHORITY**

(Seal)

By:

EXHIBIT A

(Scope of Work to be included here)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval; or
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **N.J.A.C. 17:27.1-1 et sea.**

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The Contractor (“Contractor”) and the Township of Pennsauken, the Pennsauken Sewerage Authority, and the Camden County Municipal Utility Authority (hereafter, jointly, the “Public Authorities”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, and made a part of this contract. In providing any aid, benefit, or service on behalf of the Authorities pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Authorities in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Authorities, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authorities’ grievance procedure, the Contractor agrees to abide by any decision of the Authorities, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authorities or if the Authorities incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Authorities shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authorities or any of its agents, servants, and employees, the Authorities shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Authorities or its representatives.

It is expressly agreed and understood that any approval by the Authorities of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authorities pursuant to this paragraph.

It is further agreed and understood that the Authorities assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the

Contractor from any liability, nor preclude the Authorities from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

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