

RESOLUTION NO. 2016-99

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SCHEDULE "C" AGREEMENT WITH THE COUNTY OF OCEAN FOR 2016

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A.65-1 et seq., authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with the County of Ocean; and

WHEREAS, the Township Engineer has recommended the following roadways to be included in the work undertaken under the Agreement: Nugentown Road (Hay Road to Forest Edge Drive); Danbury Drive (Hancock Drive to Lexington Drive); Juniper Drive (Juniper Place to cul-de-sac); Intersection of Stage Road and Otis Bog Road and Intersection of Stage Road and Giffordtown Lane; and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, it is the desire of the Township Committee to authorize the execution of a contract with the County of Ocean for the provision of services, materials and equipment as set forth in Schedule "C" attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the Mayor and Township Clerk are hereby authorized to execute a Schedule "C" agreement with the County of Ocean in accordance with the provision of the law to include \$215,000.00, including \$10,000.00 for the Engineering Department. A copy of said agreement is attached hereto and made a part hereof as Schedule "C".

2. That a copy of Schedule "C" referenced herein shall be kept on file and made available for public inspection at the Municipal Clerk's office during normal business hours.

3. This agreement is for the period January 1, 2016 to December 31, 2016.

4. That a copy of this resolution shall be forwarded to the Clerk of the Ocean County Board of Chosen Freeholders, the Ocean County Road Department and the Ocean County Department of Finance.

Motion to Approve: Kehm Second: Gormley Roll Call:

Gormley	<u>yes</u>
Kehm	<u>yes</u>
Kobryn	<u>yes</u>
Schlick	<u>yes</u>
Stevens	<u>yes</u>

CERTIFICATION

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 14th day of **April, 2016**.

Diana K. McCracken, RMC
DIANA K. MCCRACKEN, Township Clerk
Little Egg Harbor Township

INTERGOVERNMENTAL AGREEMENT SCHEDULE C

THIS AGREEMENT made this th day of _____, 2016, between the **County of Ocean**, a body politic of the State of New Jersey (hereinafter called the "County"), and the Township of Little Egg Harbor a Local Governmental Unit of the State of New Jersey (hereinafter called "Local Governmental Unit").

WITNESSETH:

WHEREAS, it is the desire of the Ocean County Board of Chosen Freeholders to assist the Local Governmental Unit in the repair and maintenance of its streets and property, road overlay, in addition to providing certain materials and supplies in connection therewith; and

WHEREAS, the Local Governmental Unit desires to enter into an Agreement with the County for such services;

NOW, THEREFORE, in consideration of the mutual terms and conditions and covenant herein contained, the parties agree as follows:

1. If requested by the Local Governmental Unit, the County, at the discretion of the County Road Supervisor, except for items F, G, and H, which shall be at the discretion of the County Engineer, and item I which shall be at the discretion of the Vehicle Services Director will assist the Local Governmental Unit in the following ways:

- A. Mowing of plant growth along local governmental units roads or property;
- B. Plowing snow on local governmental units roads or property;
- C. Purchase of materials or supplies for the maintenance of local governmental unit roads or property;
- D. Sweeping of local governmental units roads or property;
- E. Road overlay (List of Schedule "C" Major Projects Request must be completed);
- F. Curbs and Sidewalks on local governmental unit roads;
- G. Repair of traffic signals;
- H. Traffic signs or pavement marking;
- I. Vehicle Maintenance Services.

2. This Agreement shall take effect upon execution by the parties and shall remain in full force and effect through December 31, 2016. The total amount of the Local Governmental Unit purchases of goods and services under this Agreement shall not exceed the sum of Two Hundred Fifteen Thousand Dollars and no cents (\$ 215,000.00*) during the term of this Agreement. The Local Governmental Unit certifies that sufficient funds are available in its current Budget to cover the cost of the Agreement. *including \$10,000 for the Engineering Department

3. This Agreement will be administered on behalf of Ocean County by the Ocean County Board of Chosen Freeholder or their Designee and by

Garrett Loesch, Township Administrator

(print name and title of responsible person)

on behalf of the Local Governmental Unit.

4. Materials or supplies, if available, will be issued to the Local Governmental Unit from the County yard or warehouse. Except during emergencies, all purchase requests for materials and supplies shall be in writing.

5. Each County Department shall invoice the Local Governmental Unit for materials and supplies delivered and services rendered. Monies due shall be paid by the Local Governmental Unit to the County within thirty (30) days after the Local Governmental Unit's receipt of said invoices.

6. The applicable rates and charges for equipment and labor are set forth in the List of Labor and Equipment Costs, which is attached hereto and made a part hereof.

A. The Local Governmental Unit may request the County to provide for the disposition of sweeping materials from the Local Governmental Unit site. All costs associated with the disposition of these materials, including, but not limited to, all costs incurred in the inspection, testing, classification, screening and ultimate disposition of the sweepings, shall be the responsibility of the Local Governmental Unit and shall be included in the County's next invoice for payment by the Local Governmental Unit.

B. When requested by the Local Governmental Unit to sweep municipal roads or properties, the materials collected will be disposed of at a designated municipal site. If the Local Governmental Unit is unable to provide a site, the County will store the municipal sweepings at the nearest County garage and the Local Governmental Unit will be responsible for all costs incurred as described in paragraph A.

7. The Local Governmental Unit hereby covenants and agrees to save harmless the County, its agents, officials and employees from any and all suits, damages, claims or other causes of action, including reasonable attorneys' fees, which may result from performance of this Agreement by the County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

ATTEST:

COUNTY OF OCEAN

Clerk of the Board

By: _____
John C. Bartlett, Jr., Freeholder-Director

ATTEST:

GOVERNMENTAL UNIT

Diana K McCracken, RMC
Signature

Eugene Kobryn
Signature

Diana K McCracken Twp. Clerk.
Print Name Title

EUGENE KOBRYN MAYOR
Print Name Title

SCHEDULE 'C'

MAJOR PROJECTS REQUEST

This form must be completed whether or not you are requesting any Major Projects and must be returned with your Agreement and Resolution. Failure to do so will delay processing of your Agreement as all Agreements must have this page completed and attached. Please write none if no projects are requested at this time.

Municipality: Township of Little Egg Harbor Completed By: _____



Agreement is for the purchase of supplies only-----check here _____

Agreement is for sweeping, screening of sweepings & removal of same----check here _____

If requesting road overlay services, major reconstruction or drainage work, list projects below. You will not be committed to doing the projects listed.

LOCATION

PARAMETERS

DESCRIPTION OF WORK

See T&M Associates letter of April 6, 2016 (attached) ✓



YOUR GOALS. OUR MISSION.

April 6, 2016

VIA FAX (732) 506-5085 AND REGULAR MAIL

Thomas Curcio, Road Supervisor
Ocean County Road Department
129 Hooper Avenue
PO Box 2191
Toms River, NJ 08754-2191

Re: T&M File No. LEHT-G1603
2016 Schedule 'C' Road Program
Township of Little Egg Harbor, Ocean County, NJ

Dear Mr. Curcio:

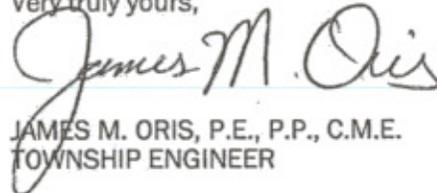
Below please find a list of the roads that the Township of Little Egg Harbor would like to have paved under the 2016 Schedule "C" program:

- Nugentown Road (Hay Road to Forest Edge Drive) – 1,900 L.F. Long x 28' Wide
- Danbury Drive (Hancock Drive to Lexington Drive) – 950 L.F. Long x 30' Wide
- Juniper Drive (Juniper Place to cul-de-sac) – 750 L.F. Long x 28' Wide
- Intersection of Stage Road and Otis Bog Road

Please review the list and advise of our office of the County's schedule once it is available. Additionally, we would request that the County review the conditions at the intersection of Stage Road and Giffordtown Lane while on site, and perform repaving of the intersection as needed.

If you have any questions or comments, please do not hesitate to contact me. Thank you in advance for your assistance.

Very truly yours,



JAMES M. ORIS, P.E., P.P., C.M.E.
TOWNSHIP ENGINEER

JMO:JAW:ls

cc: Garrett Loesch, Township Administrator
Diana McCracken, Township Clerk
John Ernst, P.E., Ocean County Engineer

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