

RESOLUTION #2021 - 40

**RESOLUTION OF THE MANTUA TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY AUTHORIZING A
SHARED SERVICES AGREEMENT WITH
THE TOWNSHIP OF MANTUA**

WHEREAS, the Mantua Township Municipal Utilities Authority (“MTMUA”), has its principal place of business at 397 Main Street, Mantua, New Jersey 08051 and the Township of Mantua (“Township”) has its principal offices at 401 Main Street, Mantua, New Jersey 08051; and

WHEREAS, the purpose of MTMUA is the provisioning of water and sewer services to the residents of Mantua Township; and

WHEREAS, the Township and the MTMUA each desire to lower costs of services to their respective ratepayers/taxpayers and each desires to seek ways to share and/or consolidate municipal services where possible; and

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act. N.J.S.A. 40A:65-1, et seq., municipalities and other local units may enter into Shared Services Agreements with other governmental units by the adoption of a Resolution; and

WHEREAS, MTMUA is a local unit as defined by N.J.S.A. 40A:65-3; and

WHEREAS, MTMUA and the Township have concluded that their residents and ratepayers will benefit from the sharing of certain defined services; and

WHEREAS, the Township and the MTMUA have negotiated a Shared Service Agreement (SSA) wherein both parties have agreed that the duties and responsibilities of the MTMUA under the SSA shall be: **1.** the MTMUA shall authorize and designate an employee to provide payroll, administrative and other such clerical services as may be necessary to assist the Township in its daily office responsibilities, **2.** the MTMUA shall authorize and designate an employee to provide Economic Development and Redevelopment services to the Township as well collaboration on covering reasonable costs of Economic Development, **3.** the MTMUA shall authorize and designate an employee to be

trained by the Township to assist the Township and Township Planner in providing all COAH Services as needed to the Township which will include the duties associated with the and the Township will be responsible for all outside professional fees related to the administration of COAH, **4.** the MTMUA shall authorize and designate an employee to assist in the coordination of capital and construction projects between both entities and maintain active communication during the activities of any project with their Township counterparts, **5.** the MTMUA shall authorize and designate an employee to assist the Township as regards zoning officer services for the Township and the Township will be responsible to reimburse the MTMUA for the cost of these services; and

WHEREAS, the Township and MTMUA have negotiated a “Shared Service Agreement” wherein both parties have agreed the duties and responsibilities of the Township shall be: **1.** the Township will provide police personnel (where needed) for traffic control during road repairs, **2.** the Township will provide use of dump trucks/and or equipment during emergency repairs required to be completed by the MTMUA, **3.** the Township will provide use of road safety markers and temporary lighting (upon request) during road repairs, **4.** the Township shall provide office space and appropriate work stations to all MTMUA employees providing services to the Township pursuant to this agreement, **5.** the Township shall provide grounds keeping services to the MTMUA Administration Building including, but not limited to, providing salt and plowing for the parking lot before and after snow/ice storms and other adverse weather events, **6.** the Township shall be responsible for maintaining and repairing all MTMUA vehicles and with cost of the parts being directly invoiced to the MTMUA and the MTMUA shall be responsible for payment directly to the vendor, **7.** the Township Tax Collector shall assist the MTMUA in listing delinquent accounts subject to tax sale Fifty (50) Days prior to the Tax Sale with any monies collected being directed to the MTMUA or the Township in accord with which entity is owned the money, **8.** the Township Tax Collector shall send out Tax Sale Notices including those reflecting monies owed to the MTMUA, **9.** the Township Tax Collector shall

administer and perform all duties associated with the tax sale on behalf of the MTMUA, **10.** the Township Tax Collector shall send a list of properties that were sold at the Tax Sale to the MTMUA within two (2) days after the actual tax sale, and the monies owed as a result of the sale shall be paid to the MTMUA within thirty (30) days following said tax sale; and

WHEREAS, the Township shall pay the MTMUA an annual amount of Fifty Thousand (\$50,000.00) Dollars for the hereinbefore mentioned services performed by the MTMUA on behalf of the Township under the terms of the Shared Service Agreement attached hereto and incorporated at length; and

WHEREAS, the parties hereto recognize that certain services may be more efficiently provided by one of the parties to the Shared Services Agreement; and

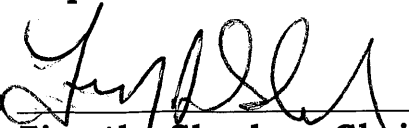
WHEREAS, the proper and respective officials of MTMUA and the Township are authorized to execute the Shared Services Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mantua Township Municipal Utilities Authority as follows:

1. The Mantua Township Municipal Utilities Authority does hereby authorize the Shared Services Agreement between MTMUA and the Township of Mantua, as attached hereto and incorporated herein at length, from the July 19, 2021 through July 19, 2031, unless properly terminated beforehand by the parties.

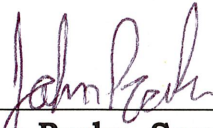
DULY ADOPTED at the Regular Meeting of the Mantua Township Municipal Utilities Authority held on October 19, 2021.

**The Mantua Township
Municipal Utilities Authority**

By: 

Timothy Sheehan, Chairman

ATTEST:



John Parks, Secretary

Governing Body	Recorded Vote				Resolution 2021-40: Township SSA
	Member	Aye	Nay	Abstain	Absent
Timothy Sheehan, Chairman	✓				
Mario Diliscandro, Vice Chair					✓
John Parks, Secretary	✓				
Daniel Hauss, Treasurer	✓				
Victor Torino, Commissioner					✓
Howard Bruner, Alternate #1					✓
VACANT, Alternate #2					