

**RESOLUTION NO. 2023 – 382**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING EXECUTION OF SECOND  
AMENDMENT TO ENTER A LOCAL  
SERVICES AGREEMENT WITH THE  
TOWNSHIP OF STAFFORD**

**WHEREAS**, on August 19, 1996, the Township of Barnegat and the Township of Stafford executed and entered a Local Services Agreement and was thereafter amended on June 7, 2004 (“the 2004 Agreement”). The 2004 Agreement provided a method by which the Township would pay Stafford Township annually for costs incurred by Stafford as charged by the Ocean County Municipal Utilities Authority (“OCUA”) for the transmission and treatment of sewerage emanating from properties in Barnegat Township; and

**WHEREAS**, Barnegat Township and Stafford Township has negotiated a Second Amendment to the Local Services Agreement, a copy of which is on file at the office of the Township Clerk and can be viewed during normal business hours; and

**WHEREAS**, pursuant to the terms of the Agreement, the agreed upon gallons per day flow is being reduced to 110 gallons per day and the Township is going to pay back Stafford Township arrearages in the amount of \$224,408.80 over a five (5) year payment period as set forth in the Agreement; and

**WHEREAS**, prospectively the Township agrees to pay an annual sum to Stafford Township in the amount of \$36,649.34 beginning May 1, 2024 and continuing May 1 each year thereafter; and

**WHEREAS**, the term of the Second Amendment to the Local Services Agreement will be for a term of twenty-five (25) years; and

**NOW THEREFORE BE IT RESOLVED** on this 9<sup>th</sup> day of November, 2023, by the Mayor and Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey as follows:

1. The Township authorizes the execution of the Second Amendment to the Local Services Agreement, a copy of which is on file in the office of the Township Clerk and can be viewed during normal business hours.

4. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:

- (a) Pasquale Pipi, Mayor;
- (b) Martin J. Lisella, Township Administrator;
- (c) Thomas Lombarski, CFO;
- (d) Kurt Otto, PE, Township Engineer;
- (e) Roger Budd, Water/Sewer Supervisor;
- (f) Christopher J. Dasti, Esq., Township Attorney; and
- (g) Matthew von der Hayden, Township Administrator (Stafford).

**CERTIFICATION**

I certify that the forgoing Resolution was duly adopted by the Township of Barnegat at a meeting held on November 9, 2023, a quorum being present and voting in the majority.

---

Donna M. Manno, RMC  
Municipal Clerk

## **SECOND AMENDMENT TO SHARED SERVICES AGREEMENT**

### **BETWEEN**

**TOWNSHIP OF STAFFORD**, a body politic and corporate of the State of New Jersey, having its offices at 260 East Bay Avenue, Manahawkin, New Jersey, 08050, hereinafter referred to as “Stafford”.

### **AND**

**TOWNSHIP OF BARNEGAT**, a body politic and corporate of the State of New Jersey, having offices at 900 West Bay Avenue, Barnegat, New Jersey, 08005, hereinafter referred to as “Barnegat”.

### **WITNESSETH:**

**WHEREAS**, on August 19, 1996, an Interlocal Services Agreement was entered into by and between the Township of Barnegat, a municipal corporation of the State of New Jersey, having its principle offices at 900 West Bay Avenue, Barnegat, New Jersey (hereinafter referred to as “Barnegat”) and the Stafford Township Municipal Utilities Authority, a public body politic and corporation of the State of New Jersey having at that time, its principle offices located at 25 Pine Street, Manahawkin, New Jersey (hereinafter referred to as “SMUA”); and

**WHEREAS**, the Stafford Township Municipal Utilities Authority was dissolved and all sanitary sewer responsibilities were assumed by the Township of Stafford (hereinafter referred to as “Stafford”); and

**WHEREAS**, the Township of Stafford is a municipal corporation having offices at 260 East Bay Avenue, Manahawkin, New Jersey; and

**WHEREAS**, the aforementioned Interlocal Services Agreement dated August 19, 1996, was amended and supplemented by an Interlocal Services Agreement dated June 7, 2004 which was entered into by and between Stafford and Barnegat; and

**WHEREAS**, the 2004 Agreement provided a method by which Barnegat would pay Stafford annual costs incurred by Stafford as charged by the Ocean County Utilities Authority (hereinafter referred to as “OCUA”) for the transmission and treatment of sewerage emanating from property in Barnegat Township; and

**WHEREAS**, the parties agreed that Barnegat would pay to Stafford based upon a calculation of an estimated flow of 140 gallons per day per unit in Barnegat for which Stafford provides sewer services; and

**WHEREAS**, Stafford has discussed with representatives of the Ocean County Utilities Authority to reduce the estimated flow from 140 gallons to 110 gallons per day per unit for the properties in Barnegat for which Stafford provides sewer services; and

**WHEREAS**, Stafford and Barnegat agreed that Barnegat would advise Stafford when a Certificate of Occupancy was issued for a unit within the subject property (known and designated at that time as Block 90, Lots 6, 11, and 12 and Block 92, Lots 1 and 36, a/k/a Paramount Escapes, Barnegat Township, New Jersey), by the 1<sup>st</sup> of each month; and

**WHEREAS**, inadvertently Barnegat has not advised Stafford when Certificates of Occupancy were issued for properties within the subject property, since at least 2014; and

**WHEREAS**, the number of Certificates of Occupancy issued for units within the subject property since 2014 has been calculated, and based upon the agreed upon flow of 110 gallons per day the amount due and owing to Stafford from Barnegat is \$224,408.40; and

**WHEREAS**, Stafford and Barnegat have agreed to resolve the outstanding

issues of what is due to Stafford, as imposed and charged by OCUA, based upon repayment of the aforesaid sum, without interest.

**NOW THEREFORE BE IT AGREED** on this 9<sup>th</sup> day of November, 2023 as follows:

1. Barnegat acknowledges that it owes to Stafford in accordance with the aforementioned Agreement, the sum of \$224,408.40.
2. Barnegat shall pay the amount due and owing to Stafford, without interest, in accordance with the timetable set forth herein and made a part hereof.

The timetable for payments shall be acknowledged and executed by representatives of both Stafford and Barnegat.

3. Provided all payments are made on time as set forth herein and above, no interest or penalties shall be charged by Stafford to Barnegat.

4. In addition, it is acknowledged between the parties that Stafford has incurred unforeseen and unexpected expenses by providing maintenance and improvements to various equipment and pumping stations, which are needed to transmit the flow of sewage from the subject properties in Barnegat to Stafford. In the past, Stafford has incurred those expenses on its own. As a result, thereof, the parties hereby agree that Barnegat shall pay Stafford the sum of \$36,649.34 per year each year beginning May 1, 2024, and continuing on May 1<sup>st</sup> of each year thereafter.

5. The term of this Agreement shall be twenty-five (25) years, commencing upon the date of execution of this Agreement by both parties (the "Effective Date").

6. During the term of this Agreement, Barnegat shall reimburse Stafford for all units connected to the sanitary sewer system at the rate of 110 gallons per day from the date

of issuance of a Certificate of Occupancy. Payment shall be made to Stafford by Barnegat, without interest, on or by December 31<sup>st</sup> of each year, beginning December 31, 2023.

7. Barnegat shall be responsible for any liability insurance upon said sewer system located in, on or below the Property as of the effective date of this Agreement. Barnegat shall defend, indemnify and hold harmless Stafford for any and all claims, suits and actions arising out of this Agreement.

8. In the event a dispute arises between the two-party local units as to the terms of the Agreement or the satisfactory performance by any of the parties of the services or other responsibilities provided for in the Agreement, such disputes or questions shall be resolved by binding arbitration or binding fact-finding procedures. The party local units hereunder agree that if such binding arbitration or binding fact-finding procedures are required to settle any questions or disputes, the parties thereunder agree that the respective Mayors shall mutually appoint a single arbitrator consistent with American Arbitration Association rules.

9. If any clause, sentence, paragraph, section or party of this contract shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been so rendered.

10. The provisions of the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40:8A-1 et seq. are hereby incorporated into this Agreement and made a part hereinafter.

11. The foregoing constitutes the entire Agreement of the parties on the subject matter hereof and supersedes all prior Agreements, understanding, statements, representations and negotiations between the parties with respect to its subject matter,

particularly that Original Agreement between the parties dated August 19, 1996, as well as the Agreement between the parties dated June 7, 2004. It may not be changed, modified, discharged, or extended except by written instrument duly executed by Barnegat and Stafford.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be here affixed on this 9 day of November 2023.

**WITNESS & ATTEST**

**TOWNSHIP OF STAFFORD**

\_\_\_\_\_  
**SUSAN FARRELL, RMC**  
Township Clerk

\_\_\_\_\_  
**MATTHEW VON DER HAYDEN,**  
Township Administrator

**WITNESS & ATTEST**

**TOWNSHIP OF BARNEGAT**

\_\_\_\_\_  
**DONNA M. MANNO, RMC**  
Township Clerk

\_\_\_\_\_  
**PASQUALE PIPI,**  
Mayor