

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE CITY OF HOBOKEN FOR THE ACCESS TO AND MAINTENANCE OF STORMWATER DETENTION FACILITIES AT SOUTHWEST PARK EXPANSION

MOTIONED BY: Velazquez

SECONDED BY: Guzman

WHEREAS, The North Hudson Sewerage Authority (the "Authority") is a public body, duly formed under the Sewerage Authorities Law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein;

WHEREAS, the Authority is authorized pursuant to the Shared Services Act (N.J.S.A. 40A:65-1 et seq.) and the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) to enter into an agreement with other local units to jointly provide for any lawful service;

WHEREAS, the Authority and the City of Hoboken (the "City") have determined it desirable to entered into a shared services agreement for the access to and maintenance of stormwater detention facilities at Southwest Park Expansion as described therein, a form of which is set forth in Appendix A hereto (the "Agreement"); and

WHEREAS, the Finance Committee has reviewed this resolution and recommends its approval by the Authority.

NOW THEREFORE, BE IT RESOLVED BY THE AUTHORITY AS FOLLOWS:

Section 1. The Executive Director is hereby authorized to executed and deliver the Agreement in substantially the form set forth in Appendix A hereto, with such changes as the Executive Director, after consultation with the General Counsel, shall determine. The Secretary of the Authority is hereby authorized to attest to the execution of the Agreement by the Executive Director and to affix, imprint or reproduce the Authority's official seal to such Agreement.

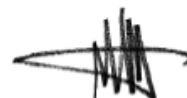
Section 2. This resolution shall take effect immediately.

DATED: FEBRUARY 15, 2024

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Gardiner	x		
Commissioner Kappock	x		
Commissioner Marotta			x
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez	x		
Commissioner Barrera	x		
Commissioner Zucconi	x		
Commissioner Assadourian	x		

THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON FEBRUARY 15, 2024.



SECRETARY

Appendix A

SHARED SERVICES AGREEMENT FOR THE ACCESS TO AND MAINTENANCE OF STORMWATER
DETENTION FACILITIES AT SOUTHWEST PARK EXPANSION AT BLOCK 10 BY AND BETWEEN
THE NORTH HUDSON SEWERAGE AUTHORITY AND THE CITY OF HOBOKEN

Appendix A

SHARED SERVICES AGREEMENT FOR THE ACCESS TO AND MAINTENANCE OF STORMWATER
DETENTION FACILITIES AT SOUTHWEST PARK EXPANSION AT BLOCK 10 BY AND BETWEEN
THE NORTH HUDSON SEWERAGE AUTHORITY AND THE CITY OF HOBOKEN

**SHARED SERVICES AGREEMENT FOR THE ACCESS TO AND MAINTENANCE OF
STORMWATER DETENTION FACILITIES AT SOUTHWEST PARK EXPANSION AT
BLOCK 10 BY AND BETWEEN THE NORTH HUDSON SEWERAGE AUTHORITY AND
THE CITY OF HOBOKEN**

THIS AGREEMENT dated the ___ day of _____, _____, is made BETWEEN the North Hudson Sewerage Authority (the “NHSA”), whose principal business address is 1600 Adams Street, Hoboken, New Jersey 07030 and the City of Hoboken (the “City”) whose principal business address is 94 Washington Street, Hoboken, New Jersey 07030.

WHEREAS, each of the local units hereto is authorized pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq., to enter into an agreement with other local units to jointly provide for any lawful service;

WHEREAS, the Southwest Park Expansion Block 10 Park Project (“project”) is expected to commence construction in March 2024 and complete construction in Summer 2025;

WHEREAS, the project features underground Stormwater Detention Facilities consisting of two underground stormwater detention basins and an underground collection system consisting of catch basins, manholes, and pipes, and a stormwater discharge pump system (collectively referred to herein as “Stormwater Detention Facilities”);

WHEREAS, the City has designed and will install and own the Stormwater Detention Facilities;

WHEREAS, the Stormwater Detention Facilities contribute to reducing combined sewer overflow (“CSO”) events in the NHSA system and assist NHSA in implementation of its Long Term Control Plan (“LTCP”) as required by the New Jersey Pollutant Discharge Elimination System (NJPDES) permit action for the Adams Street Wastewater Treatment Plant known as the Individual CSO permit administered by NJDEP;

WHEREAS, the NHSA has agreed to maintain the Stormwater Detention Facilities including the underground tank, basins and water pump because the NHSA has the appropriate personnel and equipment to perform maintenance services to ensure its proper operation;

WHEREAS, the NHSA desires a right of access to the Stormwater Detention Facilities to perform maintenance services;

WHEREAS, the City is willing to grant the NHSA a right of access to the Property in accordance with the terms set forth in this Agreement;

WHEREAS, there exists a need for the City and NHSA to enter into a Shared Services Agreement to maintain the Stormwater Detention Facilities;

WHEREAS, the City Council of the City of Hoboken and the governing body of the NHSA has authorized this Shared Services Agreement to be entered into; and,

WHEREAS, this Shared Services Agreement is executed pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 40A:65-1 et seq. and the parties agree as follows:

1. Basic Information and Defined Terms. The NHSA shall have a right of access to the property according to the terms and conditions of this Agreement. Further, in addition to the terms which are defined elsewhere in this Agreement, the following terms shall have the following meaning.

(a) City: City of Hoboken, a municipal corporation of the State of New Jersey.

(b) City's Address: 94 Washington Street
Hoboken, New Jersey 07030

(c) NHSA: North Hudson Sewage Authority, a body politic of the State of New Jersey.

(d) NHSA's Address: 1600 Adams Street
Hoboken, New Jersey 07030

(e) Property: The City owns the Property identified on the Tax Map of the City as Block 10, Lot 1 (formerly Lots 1-7, 30-36). The Stormwater Detention Facilities are also located within a portion of the City-owned Marshall Street right of way just north of

Observer Highway. The electronic controls will be located in the utility building on Lot 1 with the remaining portions of the control system located within the limits of Lot 1 (“Property”).

2. Services to be Performed:

(a) Operations and Maintenance: The NHSA will be responsible for operations and maintenance of the Stormwater Detention Facilities described above and the City will be responsible for operations and maintenance (“O&M”) of the surfaces above the Stormwater Detention Facilities.

- i. The NHSA will be responsible for O&M of the Stormwater Detention Facilities, including: removing and disposing of sediment and debris in accordance with local, state, and federal requirements. O&M of the underground stormwater detention facilities shall be to the extent possible based on the availability of access points within the system. O&M of the water pump located along Observer Highway, used to pump stormwater from the underground stormwater detention tank to the combined sewer system.
- ii. The City will be responsible for O&M of the surfaces at grade, and above the Stormwater Detention Facilities, including: cleaning up spills, sweeping, landscaping, power-washing, and/or vacuuming any porous pavement, green infrastructure above ground, or weeding and/or replanting any vegetated cover.

(b) Repairs and Care:

- i. The NHSA agrees that it shall maintain the Stormwater Detention Facilities in good condition and shall be responsible for all repairs except those enumerated in section 2(b)(ii) and 2(b)(iii). In the event the Stormwater Detention Facilities are damaged from the neglect or fault of the NHSA, it is understood that the NHSA shall be responsible for their repair. The NHSA also agrees to maintain the Level Transducer and Backup Float

System in good condition and shall be responsible for any repairs related to the Level Transducer and Backup Float System.

- ii. The NHSA will be financially responsible for the operations and maintenance of the Stormwater Detention Facilities throughout their useful life; the City will be financially responsible for the operations and maintenance of the surface above the Stormwater Detention Facilities throughout their useful life. The City shall be responsible for capital repairs that may include replacement of the pumps or replacements of any physical features. The NHSA is not responsible for damage which occurs to the Stormwater Detention Facilities as the result of physical abuse, vandalism, or other mistreatment or structural failures. In the event that the system is damaged by unforeseen circumstances, the City shall be responsible for all capital repairs.
- iii. The City agrees that it shall maintain the surfaces at grade and above the Stormwater Detention Facilities in good condition. In the event the surfaces are damaged from the neglect or fault of the City, it is understood that the City shall be responsible for their repair.

(c) Use:

- i. The City grants the NHSA, its employees, agents, servants, and contractors permission to enter upon the property for the sole purpose of maintaining the Stormwater Detention Facilities.
- ii. The NHSA shall notify the Director of the Department of Environmental Services at least 24 hours in advance of any scheduled maintenance or repairs, except in the event of an emergency that threatens the public safety or welfare.
- iii. To the extent possible, The NHSA shall perform all services at a time and in a manner that does not unreasonably or materially interfere with the activities on the property.

- iv. The NHSA shall promptly restore any portions of the property that are disturbed by the NHSA's services to substantially the same condition as existed before the service was performed.
 - v. The NHSA shall provide the City with copies of all data, results, conclusions, and reports generated as a result of the service performed by the NHSA.
3. **Cost-Sharing**: The City and the NHSA will each be financially responsible for the costs to prepare the project components noted in the "Services to be Performed" section above.
 4. **Term**: The term of this Agreement shall commence as of the date set forth above, and continue in full force and effect throughout the useful life of the Stormwater Detention Facilities.
 5. **Commencement Date**: The commencement date shall be the Effective Date defined above. Notwithstanding anything contained in this Agreement, the City shall have the right to terminate the NHSA's right of access to the Property if the NHSA fails to comply with any of the provisions of this Agreement.
 6. **Affirmative Action**: The NHSA and the City agree to adhere to Affirmative Action requirements of the State of New Jersey as set forth as Exhibit "A" and as provided by State Law.
 7. **Legal Action**: The parties agree that in the event of legal action by either party, same shall be by Court proceedings and the parties hereby waive arbitration as a forum for resolution of any dispute. If there is litigation between the parties, the agreement shall be immediately terminated.
 8. **Exhibits**: All documents referenced herein are made part of this Agreement as if set forth in length herein.
 9. **Enabling Resolution**: This Agreement is expressly contingent upon the adoption of concurring resolutions by the NHSA and the City authorizing the execution of this Agreement.
 10. **Compliance with Laws**: The NHSA and the City shall comply with all Municipal, State and Federal legal requirements. The City shall pay all costs, expenses, fines, penalties and

damages which may be imposed upon the NHSA because of the City's design failure. The NHSA shall pay all costs, expenses, fines, penalties and damages which may be imposed upon the City because of the NHSA's failure to maintain the Stormwater Detention Facilities.

11. Insurance: The City shall be specifically listed on the NHSA's liability insurance as an additional named insured and the NHSA shall provide the City with a copy of the declaration page from the NHSA's liability insurance on the Effective Date. In addition, the City will be provided with proof that the NHSA has the following coverage:

- (a) Commercial General Liability - \$1,000,000.00 occurrence/\$2,000,000.00 aggregate
- (b) Worker's Compensation - statutory amount
- (c) Employer's liability - \$1,000,000.00 each accident/disease/policy limit.
- (d) Commercial Automobile coverage with a combined single limit of \$1,000,000.00 for bodily injury and property damage.
- (e) Umbrella coverage, with a \$5,000,000.00 limit is recommended. The City shall be named as an additional insured on the Umbrella policy.

12. Indemnification: To the fullest extent permitted by law, the NHSA shall, at its own expense, defend, indemnify, and hold harmless the City, its officers, and employees, from and against any and all claims, damages, penalties, loses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of the NHSA, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the City, its officers, agents, contractors, subcontractors and employees. The NHSA will, at its own costs and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against the City, its officers, agents, and employees, or in which it or they may be impleaded with others.

To the fullest extent permitted by law, the City shall, at its own expense, defend, indemnify, and hold harmless the NHSA, its officers, and employees, from and against any and all

claims, damages, penalties, loses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from the design and/or any act or omission of the City, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the NHSA, its officers, agents, contractors, subcontractors and employees. The City will, at its own costs and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against the NHSA, its officers, agents, and employees, or in which it or they may be impleaded with others. This indemnification shall survive the expiration or termination of this Agreement.

13. Assignment: Either party shall not assign this Agreement without prior written consent of the other party.

14. Entire Contract: This Agreement contains the entire contract between the parties. No representative, agent or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the City and the NHSA unless otherwise stated elsewhere in this Agreement.

15. Notices: All notices required under the terms of this Agreement shall be given and shall be complete by mailing such notices by regular or certified mail, to the address of the parties as shown in this Agreement or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. All notices sent to the NHSA shall be directed to the Executive Director with a copy of the Authority Engineer , at the address shown in this Agreement.

16. Termination: Notwithstanding any other provision of this Agreement, both the NHSA and the City shall have the right to cancel this Agreement. If either party wishes to terminate this Agreement, 180 calendar days prior written notice must be given to the other party of their intent to terminate.

17. Laws: This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

ATTEST: CITY OF HOBOKEN

BY: _____

DATE: _____

ATTEST: NORTH HUDSON SEWERAGE AUTHORITY

BY: _____

DATE: _____