Public Meeting (Board Meeting)
Date: Sep 26, 2017 - 5:30 PM  Location: County Administration Building
220 401 Grand Street
Paterson, NJ 07505

Agenda: RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE TOWNSHIP OF WEST MILFORD TO ALLOW THE COUNTY OF PASSAIC TO LEASE BLOCK 6002 LOT 28.01 ADJACENT TO LYCOSKY DRIVE IN WEST MILFORD, NJ FOR THE CONSTRUCTION AND OPERATION OF A NEW SALT STORAGE FACILITY, ALL AS NOTED IN THE RESOLUTION.

THIS RESOLUTION WAS REQUESTED BY:

REVIEWED BY:
Anthony J. De Nova III
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:
William J. Pascarella, III, Esq.
COUNTY COUNSEL

<table>
<thead>
<tr>
<th>Official Resolution#</th>
<th>R20170808</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date</td>
<td>09/26/2017</td>
</tr>
<tr>
<td>Introduced Date</td>
<td>09/26/2017</td>
</tr>
<tr>
<td>Adopted Date</td>
<td>09/26/2017</td>
</tr>
<tr>
<td>Agenda Item</td>
<td>j-31</td>
</tr>
<tr>
<td>CAF #</td>
<td></td>
</tr>
<tr>
<td>Purchase Req. #</td>
<td></td>
</tr>
<tr>
<td>Result</td>
<td></td>
</tr>
<tr>
<td>Adopted</td>
<td></td>
</tr>
</tbody>
</table>

FREEHOLDER  PRES.  ABS.  MOVE  SEC  AYE  NAY  ABST.  REC
Lazzara     
James       
Akhter      
Bartlett    
Best Jr.    
Duffy       
Lepore      

PRES. = present  ABS. = absent  MOVE = moved  SEC = seconded  AYE = yes  NAY = no  ABST. = abstain  REC = recuse

Dated: September 27, 2017
RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF PASSAIC AND THE TOWNSHIP OF WEST MILFORD TO ALLOW THE COUNTY OF PASSAIC TO LEASE BLOCK 6002 LOT 28.01 ADJACENT TO LYCOSKY DRIVE IN WEST MILFORD, NJ FOR THE CONSTRUCTION AND OPERATION OF A NEW SALT STORAGE FACILITY

WHEREAS both the County of Passaic and the Township of West Milford are desirous of having a new salt storage building on Township-owned property adjacent to Lycosky Drive; and

WHEREAS both the County and Township have reviewed the advantages of having the new facility built as a joint venture and have agreed that such an arrangement would result in significant cost savings if constructed jointly; and

WHEREAS as a consequence thereof, the Township of West Milford and the County of Passaic have agreed to enter into a Shared Services Agreement that includes the Township giving the County up to a 99 year lease, as long as the salt storage building remains active, to allow the County to have access to the property and utilize the facility (see copy of letter from the County Engineer dated September 18, 2017 and proposed Agreement attached hereto and made a part hereof); and

WHEREAS pursuant to the Uniform Shared Consolidation Act (N.J.S.A. 40A:65-1 et. Seq.), public entities such as the County of Passaic and the Township of West Milford are encouraged to facilitate and improve services by use of shared services as a method of reducing local expenses funded primarily by property taxpayers; and

WHEREAS this arrangement was reviewed by the Freeholder Committee for Public Works & Buildings & Grounds at its September
11, 2017 meeting and was recommended to the full Board for approval.

**NOW THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Passaic that it hereby authorizes the execution of a Shared Services Agreement by and between the County of Passaic and the Township of West Milford for the County to lease certain Township property on Lycosky Drive for the construction and operation of a salt storage facility in conformity with the terms and conditions set out in the attached Agreement.

**BE IT FURTHER RESOLVED** that the Director and Clerk to the Board as well as the County Counsel are authorized to execute this Agreement on behalf of the County of Passaic.

September 26, 2017
August 16, 2017

AGreement between the Township of West Milford and the County of Passaic authorizing the County to lease Township property on Lycosky Drive to construct and operate a salt building facility thereon and providing certain conditions thereto

Whereas the County of Passaic (hereinafter referred to as “County”) is desirous of constructing a new salt building on property adjacent to Lycosky Drive (Block 6002, Lot 28.01) in the Township of West Milford for County-wide road salting operations; and

Whereas the Township of West Milford (hereinafter referred to as “Township”) is also desirous of constructing a salt building at the Lycosky Drive site for its own road salting operation; and

Whereas the County and Township have reviewed the advantages of constructing a joint salt building and have determined that such a building is compatible with each of their respective needs and requirements and would result in a significant reduction in cost if constructed jointly.

Now therefore in consideration of the mutual promises and covenants contained herein, the County of Passaic and the Township of West Milford, Passaic County, New Jersey hereby agree to the following terms and conditions for leasing, construction and operation of a County / Township salt building facility on Township property situated adjacent to Lycosky Drive:
August 16, 2017

1. The Township’s Consultant Engineer, Ferriero Engineering, prepared plans and project specifications for two phases of the project, dated April 18, 2017. The County advertised the two projects to receive bids:

   a. Project No. C-17-008: Demolition, Site & Grading Plan Block 6002 Lot 28.01, Township of West Milford. Based on the May 19, 2017 bid opening, the County will award Caravello Demolition of East Hanover, New Jersey, for $154,975.06.

   b. Project No. C-17-009: West Milford Salt Storage Project, Block 6002 Lot 28.01, Township of West Milford. Based on not receiving any viable bids for the new Salt Storage building (after multiple bid attempts), the County negotiated a cost of $746,440.00 with Park Lane Construction & Development Corp. of Clyde, New York.

2. The County agrees to pay for construction costs of $800,000 and the Township agrees to pay for construction costs in excess of $800,000 up to the engineer’s estimate of $977,800. The County shall award the contracts to Caravello Demolition and Park Lane Construction & Development Corp for a total of $901,415.06. The Township shall reimburse all construction costs (including any change orders) in excess of $800,000.00. In addition, the County has provided
August 16, 2017

specialized soil logs and other related geological testing for the design of the facility and shall supervise the construction of the facility. The County requires that the selected contractors shall obtain all necessary building permits from the Township for the facility as part of the construction process.

3. The Township agrees to enter into a 99-year lease with the County as long as the salt building remains in active and safe use on the property, whichever is sooner, to permit the County to perform the following:

   a. Construct the salt building facility provided for above and said facility, however, to become the property of the Township upon its completion.

   b. County to have the right of ingress and egress onto the Lycosky Drive property owned by the Township during the term of the aforesaid lease.

   c. County to utilize 40% (minimum of 5,120 square feet) of the facility’s storage space at any one time.

   d. To reserve the right to construct a new or re-construct, existing truck bay building, of approximately 5,000 square feet as shown on the site plan at the County’s sole expense, a structure providing up to a maximum of six bays to house trucks and
August 16, 2017

equipment. This facility shall have a separate electric service which shall be the sole responsibility of the County.

4. The Township further agrees to the following:
   a. To limit its own capacity within the salt shed to 60% of the facility’s storage space at any one time.
   b. To maintain adequate first party fire/property insurance on the salt building to the extent of its replacement value and to carry liability insurance in minimum amounts of $1,000,000 per person, $3,000,000 per occurrence on the subject property.
   c. To pay for electric utilization at the salt building.
   d. To design and construct the two loading ramps and the interior divider wall that meets the required loading and applicable standards to the satisfaction of the County Engineer.
   e. To perform all maintenance and repairs on the salt building.

   Any damage to the salt building will be the responsibility of the Agency that causes the damage.

5. The design and construction plans noted herein are subject to joint approval of the County and Township engineers and Township construction officials providing such approval shall not be unreasonably withheld.
August 16, 2017

6. All documents pursuant hereto shall be subject to review by both County and Township legal counsel prior to agreement and execution of the parties.

7. This Agreement, upon completion and acceptance of the construction of the salt building by the County and Township supercedes any prior agreements affecting the salt building facility.

Dated: ______________________

ATTEST:

TOWNSHIP OF WEST MILFORD

Antoinette Battaglia
Township Clerk

Bettina Bieri, Mayor

Dated: ______________________

ATTEST:

COUNTY OF PASSAIC

Louis E. Imhof, III
Clerk to the Board
Of Chosen Freeholders

Cassandra “Sandi” Lazzara, Director
County of Passaic Board of Chosen Freeholders