

**WANAQUE VALLEY
REGIONAL SEWERAGE AUTHORITY
SERVICE AGREEMENT
SEWER OPERATIONS**

THIS AGREEMENT, effective October 1, 2021, is by and between the **WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY** (“WVRSA”) and the Borough of Wanaque, New Jersey (“Borough”).

WITNESSETH that the WVRSA and the Borough, each in consideration of the agreements on the part of the other set forth below, agree as follows:

Location of services to be performed

The WVRSA shall provide the Borough with services for sewer collection systems operations relative to existing sanitary sewer collection system and appurtenances owned and operated by the Borough.

Standard Services

The WVRSA shall provide the services of a sewer collection system operator with all licenses required by the New Jersey Department of Environmental Protection (NJDEP). Said services shall be provided by Chapman Environmental Services, as the Authority’s contracted licensed operator, in accordance with the scope of work and fee schedule attached to, and made part of, this Agreement.

General Provisions

The WVRSA shall take all necessary and available measures to ensure that services to the Borough hereunder are in compliance with all applicable rules and regulations promulgated by the New Jersey Department of Environmental Protection, the United States Environmental Protection Agency, and any other agency or entity vested with jurisdiction regarding the services that are the subject of this Agreement.

The parties may amend this Agreement in writing at any time upon mutual consent. Any such amendment shall not be effective until ratified by both parties.

The WVRSA shall maintain supervision, responsibility, and control over all personnel and/or contractors providing services pursuant to the terms of this Agreement.

Liability & Indemnification

The Borough will hold the WVRSA harmless for damages caused by the WVRSA’s failure to authorize and/or undertake any repairs, replacements and/or maintenance, provided that (A) this Agreement does not provide for said repairs, replacements and/or maintenance, and (B) the WVRSA specifically suggested in writing that the Borough undertake such repairs, replacements and/or maintenance prior to the accrual of said damage.

The WVRSA shall hold the Borough harmless for any and all claims, expenses and/or damages claimed by third parties as a result of negligent acts of commission or omission performed by the WVRSA, its agents and/or employees.

The Borough shall hold the WVRSA harmless for any and all claims, expenses and/or damages claimed by third parties as a result of actions directed to be taken by the WVRSA, provided that (A) this Agreement does not specifically provide for said actions, and (B) to the extent that the WVRSA’s execution of the actions was conducted without any negligence that contributed to said claims, expenses and/or damages.

Term & Termination

This Agreement is for the period October 1, 2021, through September 20, 2023.

This Agreement shall automatically renew on a year-to-year basis from October 1 to September 30 of the following year. Such automatic renewal shall be subject to revised terms and conditions mutually agreed upon and duly memorialized by the parties in writing.

Either party may terminate this Agreement at any time by providing written notice to the other party by certified mail, return receipt requested, no less than six (6) months prior to the date of termination.

Compensation

The Borough shall pay to the WVRSA a management fee as set forth in the scope of work and fee schedule attached to, and made part of, this Agreement.

Maintenance of Records & Property

The WVRSA will maintain records at the WVRSA Administration Building with copies to the Borough. WVRSA shall maintain all records in accordance with the New Jersey Open Public Records Act.

Upon termination of this Agreement, the WVRSA will return all paper and/or electronic files and/or other property to the Borough.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day(s) and year written below.

WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY

Attest: _____
Elizabeth Parrinello, Exec. Secty.

Frank Covelli, Chairman

Dated:

BOROUGH OF WANAQUE

Attest: _____
Katherine J. Falone, Borough Clerk

Daniel Mahler, Mayor

Dated: