

**TOWNSHIP OF CHESTERFIELD
RESOLUTION 2023-5-6**

**RESOLUTION AUTHORIZING THE TOWNSHIP OF CHESTERFIELD
TO ENTER INTO A SHARED SERVICES AGREEMENT WITH
BURLINGTON COUNTY SOIL CONSERVATION DISTRICT FOR
STORMWATER MANAGEMENT FACILITY INSPECTIONS AND
OTHER RELATED SERVICES**

WHEREAS, the Township of Chesterfield is in need of assistance to comply with the new Tier A stormwater management requirements; and,

WHEREAS, Burlington County Soil Conservation District (District) can provide the necessary services to inventory and inspect for maintenance issues for stormwater management facilities; and,

WHEREAS, Chesterfield Township desires the “District” provide the necessary services; and,

WHEREAS, pursuant to N.J.S.A.40A:65-1 et seq., the Township of Chesterfield and the District have the authority to enter into this agreement; and,

WHEREAS, the Shared Services Agreement is attached and made part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Chesterfield in the County of Burlington and State of New Jersey, that the Mayor is hereby authorized to execute the Shared Services Agreement with the Burlington County Soil Conservation District for stormwater related services.

BE IT FURTHER RESOLVED that a copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs.

CHESTERFIELD TOWNSHIP COMMITTEE

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I, Caryn M. Hoyer, Clerk of the Township of Chesterfield in the County of Burlington and State of New Jersey do hereby certify the foregoing Resolution to be a true and accurate copy of the Resolution approved by the Township Committee at a duly advertised meeting held on May 11, 2023 at which a quorum was present.

\_\_\_\_\_  
Caryn M Hoyer, RMC  
Township Clerk





**INTERLOCAL SERVICES AGREEMENT BETWEEN THE BURLINGTON COUNTY SOIL CONSERVATION DISTRICT AND CHESTERFIELD TOWNSHIP FOR STORMWATER MANAGEMENT FACILITY INSPECTION & OTHER RELATED SERVICES**

**THIS AGREEMENT is dated this ----- day of -----, 2023 by and between the BURLINGTON COUNTY SOIL CONSERVATION DISTRICT, a public body corporate and politic of the State of New Jersey, with a mailing address for its administrative offices at 1971 Jacksonville-Jobstown Road, Columbus, New Jersey 08022 (hereinafter referred to as the "District") and the government of CHESTERFIELD TOWNSHIP, a public entity of the State of New Jersey with principal administrative offices at 295 Bordentown-Chesterfield Road, Chesterfield, New Jersey 08515 owner of land developed as storm water management facilities located within Chesterfield Township (hereinafter referred to as the "Municipality");**

**WHEREAS, the District can provide the necessary services to inventory and inspect for maintenance issues stormwater management facilities located within the Municipality (See Attached Scope of Work); and**

**WHEREAS, the Municipality desires that the District provide such services; and**

**WHEREAS, the District and the Municipality have the legal authority to enter into this agreement, pursuant to N.J.S.A. 40A:65-1 et seq.**

**NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:**

**1. Representations of the District:**

- A. The District is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
- B. The terms of this agreement do not conflict with any agreement of the District that would impair the ability of the District to perform under the terms and conditions of this agreement.

**2. Representations of the Municipality:**

- A. The Municipality is duly organized and validly existing under the laws of the State of New Jersey and is duly qualified and authorized to perform under the terms and conditions of this agreement;
- B. The terms of this agreement do not conflict with any agreement of the Municipality that would impair the ability to perform under the terms and conditions of this agreement.

3. This Agreement shall commence on \_\_\_\_\_ 15, 2023 and terminate as of December 31, 2023. Thereafter, the parties to this agreement may extend it for additional one (1) year periods upon the adoption of conforming resolutions and subject to the Municipality appropriating funds.
4. In the event the District is prevented from carrying out its obligations under this Agreement due to any law, administrative ruling, judgment, lawsuit, act of God, strike, lock-out or for any other reason beyond the control of the District, the District may terminate this Agreement immediately and, as of such termination, the terms and conditions set forth in this agreement shall be inapplicable, and the District shall have no further liability and/or obligation to the Landowner.
5. Should the Municipality violate any term or condition of this Agreement, or should the Municipality petition a court for bankruptcy protection, liquidation and/or receivership, or should the District be compelled by law to do so, the District reserves the right to terminate this Agreement immediately and without written notice to the Municipality. If so terminated, the District shall have no further liability and/or obligation to the Municipality.
6. During the term of this Agreement the Municipality agrees to cooperate with the District in identifying, inventorying and inspecting stormwater management facilities and shall allow and provide unfettered access to the basins on the subject property(ies).
7. For the inspection services to be performed by the District, the Municipality agrees to pay the District \$75.00 per inspection of each stormwater management facility. For additional services to be performed by the District including, but not limited to, GPS locating, mapping and the research of additional stormwater management facilities, the Municipality agrees to pay the District's hourly rate of \$100.00. Payment shall be made within thirty (30) days of the District providing the Municipality with a completed invoice or voucher.
8. The services to be provided are authorized in an amount not to exceed **To Be Determined** as appropriated by the Municipality.
9. The Municipality agrees to indemnify, save and hold harmless the District from all costs, claims, losses, lawsuits or judgments arising out of the Municipality's negligent acts or omissions relating to this Agreement or to the Municipality's breach of this Agreement. The District agrees to indemnify, save and hold harmless the Municipality from all costs, claims, losses, lawsuits or judgments arising out of the District's negligent acts or omissions relating to this Agreement or to the District's breach of this Agreement.
10. This Agreement shall bind the successors and/or assigns of each party.
11. This Agreement shall be interpreted under the laws of the State of New Jersey.
12. This Agreement shall become effective after both parties comply with the provisions set forth in N.J.S.A. 40A:65-1 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**ATTESTED:**

**BURLINGTON COUNTY SOIL  
CONSERVATION DISTRICT**

\_\_\_\_\_  
**By: Pamela Saunders, Office Administrator**

\_\_\_\_\_  
**By: Robert Reitmeyer, District Manager**

**ATTESTED:**

**CHESTERFIELD TOWNSHIP**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**By:**

## **Scope of Work for Inspections**

1. Initial maintenance inspections will be performed by District staff on above ground basins specified and accounted for in the fees provided by the municipality. The scope of the inspection includes, but is not limited to:
  - a. Evidence of erosion within and downstream of the basin.
  - b. Vegetative stabilization in the basin.
  - c. Visually discernable damage (no testing will be performed)
  - d. Evidence of basin malfunction (i.e., standing water, mosquitos, trash, etc.)
  - e. Additional inspection items as enumerated on NJDEP approved inspection form(s)
  
2. The inspection will address only the operational and maintenance condition of the basin. No evaluation of the structural integrity of any portion of the basin will be made by the district; however the district may note possible issues which may be further evaluated by licensed professionals employed by the municipality, at the option of the owner.

An electronic inspection report will be created for each inspected basin. The inspection report will highlight problems observed in the basin as detailed above. The report may include digital photos of the basin, any significant deficiencies, and outlet structure if present and if requested.