SALEM COUNTY IMPROVEMENT AUTHORITY

***

Resolution # 2014-02

RESOLUTION

April 10, 2014

Of The Salem County Improvement Authority
In The County Of Salem, State Of New Jersey

RESOLUTION OF THE SALEM COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF AN EXTENSION TO THE EXISTING SHARED SERVICES INTERLOCAL AGREEMENT BETWEEN THE SALEM COUNTY IMPROVEMENT AUTHORITY AND THE COUNTY OF GLOUCESTER, NEW JERSEY, REGARDING THE REGIONAL WASTEWATER MANAGEMENT PROJECT

WHEREAS, The Salem County Improvement Authority ("SCIA") and the County of Gloucester, New Jersey ("County" and together with the SCIA, the "Counties"), in an effort to meet their respective wastewater management plan requirements, have been working diligently to develop a cooperative, bi-county, regional, governmental wastewater treatment approach which will accommodate the significant wastewater management planning needs of both Counties now and into the future; and

WHEREAS, the County, as lead, and in close coordination with SCIA, has been engaged in extensive, on-going discussions and negotiations with E.I. DuPont DeNemours & Co., Inc. ("DuPont") over the past several years concerning the potential for the Counties to access significant excess wastewater treatment capacity available at the DuPont Chambers Works site for a regional municipal wastewater treatment project (the "Project"); and

WHEREAS, in connection with the ongoing negotiations with DuPont and other transaction participants, the Counties entered into a Shared Services Interlocal Agreement dated January 7, 2010 ("Shared Services Agreement"), with an initial three (3) year term, pursuant to which the SCIA and the County have, among other things, agreed to share start-up and ongoing costs and expenses related to the Project, including but not limited to expenses for on-going professional engineering, technical, financial and legal services by the sharing of certain funds originally made available to the SCIA from the New Jersey Department of Environmental Protection ("Funds"); and

WHEREAS, the Shared Services Agreement was extended for an additional one (1) year term by the Counties by agreement executed on January 8, 2013 ("First Extension Agreement"); and

WHEREAS, negotiations with DuPont remaining ongoing and both Counties anticipate incurring significant additional professional expenses in connection with the Project and the Counties wastewater management planning activities generally; and

WHEREAS, the Counties, upon the mutual benefits to be derived, desire to further extend the term of the Shared Services Agreement for a five (5) year term, retroactive to January 8, 2014, in order to continue provide a dedicated funding source to offset the
significant, on-going, significant professional expenses including, but not limited to, legal, planning, engineering, and financial advisory services related to the Project as well as to fund the Counties wastewater management planning activities generally; and

WHEREAS, in order to effectuate the additional extension of the term of the Shared Services Agreement, the SCIA and the County are now desirous of entering into and delivery of a Second Extension to the Shared Services Agreement ("Second Extension Agreement"), pursuant to N.J.S.A. 40A:65-1, et seq.

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

Section 1. The execution and delivery of the Second Extension Agreement with the County to provide for the continued payment of the significant, on-going professional costs and fees resulting from negotiations with DuPont regarding the Project at the DuPont Chambers Works site as well as general costs associated with the Counties respective wastewater management planning activities is hereby authorized and approved.

Section 2. The Chairman, Vice Chairman, Executive Director, Secretary and Assistant Secretary of the Salem County Improvement Authority are each hereby authorized and directed to execute the Second Extension Agreement in the name of the Salem County Improvement Authority with such changes as the Salem County Improvement Authority, in consultation with its professional advisors, shall deem necessary or appropriate.

Section 3. This Resolution shall take effect immediately upon adoption.

RECORDED VOTE

AYES: Wildfield, Voros

Bustwick, Howard

NAYES: Schneider

ABSTAIN:

ABSENT:

ATTEST:

Lew Schneider, Secretary

Robert E. Wildfield, Chairman

April 10, 2014

DATE

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held April 10, 2014.

Lew Schneider, Secretary
SECOND EXTENSION TO SHARED SERVICES INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE SALEM COUNTY IMPROVEMENT
AUTHORITY WITH REGARD TO THE REGIONAL WASTEWATER MANAGEMENT
PLANNING AND DuPONT CHAMBERS WORKS REGIONAL WASTEWATER TREATMENT
PROJECT

This Second Extension to Shared Services Interlocal Agreement ("Second Extension
Agreement") is hereby made as of the 10th day of April, 2014 by and between the County of
Gloucester, New Jersey ("Gloucester") and The Salem County Improvement Authority
("Salem"), pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A 40A:65-1,
et seq. (Gloucester and Salem shall together be referred to herein as the "Counties").

1. BACKGROUND

The Counties entered into that certain Shared Services Interlocal Agreement ("Shared
Services Agreement"), dated as of January 7, 2010, which, among other things, provides for
cost sharing between the Counties for professional costs and fees incurred by the Counties in
connection with the establishment and implementation of a bi-county, regional, cooperative
governmental wastewater treatment project with E.I. DuPont De Nemours & Company, Inc.
("DuPont"). Pursuant to Section 4 of the Shared Services Agreement, the Shared Services
Agreement, by its terms, expired three (3) years from the date of execution thereof unless
extended upon mutual agreement by the Counties. Pursuant to that certain First Extension of
Shared Services Interlocal Agreement, dated as of January 6, 2013 ("First Extension
Agreement"), the Counties extended the term of the Shared Services Agreement for an
additional one (1) year period to expire on January 6, 2014 in order to allow for continued
negotiations with DuPont. The Counties continue to negotiate with DuPont and certain
regulators regarding the subject regional wastewater project. However, the term of the First
Extension has heretofore expired. The Counties are now, therefore, desirous of extending the
term of the Shared Services Agreement in order to preserve the respective rights and
obligations of the parties thereunder and therefore desire to further extend the Shared Services Agreement pursuant to this Second Extension Agreement.

2. EXTENSION

By execution of this Second Extension Agreement, the Counties hereby agree to extend the term of the Shared Services Agreement for an additional period of five (5) years, without lapse, with a retroactive extension date commencing on January 6, 2014 and ending on January 6, 2019, pursuant to and in accordance with all other terms and provisions of the Shared Services Agreement, as extended by the First Extension Agreement.

3. NO AMENDMENT OR IMPAIRMENT OF RIGHTS

No other terms or provisions of the Shared Services Agreement, other than the extension of the term thereof in accordance with the First Extension Agreement and by Section 2 hereof, shall be amended or affected by the execution of this Second Extension Agreement. Moreover, nothing in this Second Extension Agreement shall affect or impair any of the rights of the Counties set forth in the Shared Services Agreement or to further extend the Shared Services Agreement in the future.

4. COUNTERPARTS

This Second Extension Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
This Second Extension Agreement is hereby executed by the Counties as of this 10th day of April, 2014.

WITNESS OR ATTEST:

Robert N. DiLella, Clerk

COUNTY OF GLOUCESTER

By: Robert M. Damminger
Freeholder Director

WITNESS OR ATTEST:

THE SALEM COUNTY
IMPROVEMENT AUTHORITY

By: Robert E. Widdifield
Chairman