

Resolution 11-026

JOINT PURCHASING AGREEMENT BETWEEN THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY AND THE PARTICIPANT FOR MERCURY SAMPLING SERVICES

This Agreement is dated and entered into as of the 1st day of January, 2011 by The Mount Holly Municipal Utilities Authority, with principal offices at 37 Washington Street, Mount Holly, New Jersey 08060 (hereinafter, the "Authority") and The Rockaway Valley Regional Sewerage Authority with principal offices at 99 Greenbank Road, Township of Parsippany Troy Hills, County of Morris (Mailing Address: 99 Greenbank Road Boonton NJ 07005-9602) (hereinafter, the "Participant").

WHEREAS, in order to reduce mercury levels in ground and surface waters, the Department of Environmental Protection (the "Department") has adopted the "Amalgam Rule" (N.J.A.C. 7:14A-21.12) (the "Rule") which establishes best management practices and regulatory requirements for owners of dental facilities that generate amalgam waste through the removal or placement of amalgam fillings, and which requires said facilities to install amalgam separators; and

WHEREAS, the Department has requested that NJPDES permit holders conduct certain effluent sampling, analysis and reporting for mercury during the first round of testing before implementation of the Rule and the second round of testing after implementation of the Rule in order that the Department may assess the impact of the Rule; and

WHEREAS, the Department has specified that the laboratory analysis for mercury be conducted in accordance with USEPA approved Method 1631E, with a Method Detection Level of 0.02 ng/L and Recommended Quantification Level of 1.0 ng/L; and

WHEREAS, the first round of testing took place in 2008; and

WHEREAS, the Department has requested that three samples be taken during the second round of testing during the period from February 1, 2011 to July 31, 2011, and that the results of the laboratory analysis be reported to the Department within thirty days after the completion of each round of sampling; and

WHEREAS, the Authority and the Participant have determined that it is in their best interests to perform the three requested mercury sampling, analysis and data reporting events for the second round of testing as part of a single unified program ("Program"), which will provide consistent results in a cost-effective manner; and

WHEREAS, there are other municipal utilities authorities, sewerage authorities and municipal corporations that have similar interests to those of the Authority and the Participant that have also been requested by the Department to conduct effluent sampling, analysis and reporting for mercury, and will also be involved in the Program (the additional municipal utilities authorities, sewerage authorities and municipal corporations, along with the Authority and Participant, hereinafter collectively referred to as the "Participants"); and

WHEREAS, the Authority has agreed to act as lead agent for the Program; and

WHEREAS, the Participants desire to engage consulting services as may be reasonably necessary to perform mercury sampling, analysis and data reporting, as requested by the Department; and

WHEREAS, the Participants are authorized by the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., to enter into contracts for the purchase of any work, materials and supplies for use by their respective jurisdictions; and

WHEREAS, the Participants are authorized by N.J.S.A. 40A:11-10 to enter into this agreement for the purchase of extraordinary unspecifiable services for the benefit of their respective jurisdictions.

NOW, THEREFORE, BE RESOLVED BY THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is hereby agreed as follows:

1. The Authority shall act as lead agent for the procurement by the Participants of such extraordinary unspecifiable services as may be reasonably necessary to perform mercury sampling, analysis and data reporting, in the manner requested by the Department.
2. The Authority shall retain the services of Omni Environmental, LLC ("Omni") pursuant to an extraordinary unspecifiable services resolution and agreement, which agreement shall be awarded under a process that does not permit certain political contributions to be made. An overview of Omni's services is attached hereto as Exhibit A. Omni shall have the overall responsibility for compliance with the sample collection, analysis and data reporting requirements for mercury. Omni shall engage an out-of-state laboratory, "New Jersey Certified" for Method 1631E, as a subcontractor, to provide sample analysis and related services.
3. The final cost to each Participant shall be based on the level of effort necessary to satisfy the sample collection, analysis and reporting requirements for that Participant. The base cost to each Participant shall be a total of \$3,350.00 for the three events to be performed during the second round of testing. The Participants acknowledge that final costs may be subject to change if additional sampling is requested. If a Participant requests that samples be taken at additional locations within the plant, (e.g., influent), the additional charge shall be a total of \$700.00 per location for the three events. If a Participant requests that samples be taken at additional locations

outside the plant (e.g., pump stations, etc.), the additional charge shall be \$800.00 per event per location. Prices assume that hand-grab samples can be obtained with a maximum of a six-foot pole. If special equipment or pumps are required, additional charges will apply.

4. The Program, and this Agreement, shall apply to the second round of mercury testing only.
5. The Authority shall act as the lead agent for the Participants for contractual and billing purposes under the Program. Omni shall provide an invoice to the Authority, indicating each Participant's cost for participation in the Program. A copy of the invoice shall be distributed by the Authority to each Participant. Each Participant shall pay its share of the invoice within thirty (30) days of presentation, by check made payable to "The Mount Holly MUA". The Authority shall deposit all funds collected into a separate account to be used for the payment of the invoices.
6. Under no circumstances shall the Authority be responsible for any Participant's share of the cost of participation in the Program, nor shall the Authority be obligated to pay any invoice on behalf of any Participant, if funds have not been received from that Participant.
7. That the contract amount shall not exceed \$4,050.00 which consists of three events at \$3,350.00 plus three additional influent sampling at \$700.00.