

RESOLUTION 2014-289

RESOLUTION OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY ACCEPTING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY TO RECEIVE BRINE FROM THE TOWNSHIP OF STAFFORD BRINE STORAGE TANK

WHEREAS, the Township Committee of the Township of Barnegat (“Barnegat”) wishes to enter into an Interlocal Agreement with the Township of Stafford (“Stafford”) to share services and reduce costs by working together to received Brine from the Township of Stafford Brine Storage Tank; and

WHEREAS, by entering into this Interlocal Agreement, Barnegat and Stafford agree that the receipt of Brine benefits each public entity equally; and

WHEREAS, Barnegat shall compensate Stafford for the receipt of Brine as defined in the Interlocal Agreement, a true copy of which is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours; and

WHEREAS, all contractual provisions have been negotiated in the aforementioned Interlocal Agreement; and

NOW, THEREFORE, BE IT RESOLVED, this 5th day of May, 2014 by the Township Committee of the Township of Ocean, County of Ocean, State of New Jersey, as follows:

1. The Township Committee approved the Interlocal Agreement, a true copy of which is on file at the Township Clerk’s office and can be reviewed by the public during normal business hours.
2. The Township Committee authorizes and directs the Mayor and Township Clerk to execute any and all necessary documents in order to implement the intent of the Resolution.
3. A certified copy of this resolution shall be forwarded by the Township Clerk to the following:
 - a. Honorable Susan McCabe, Mayor of Barnegat Township
 - b. New Jersey Department of Community Affairs
 - c. Honorable John F. Spodofra, Mayor of Stafford Township
 - d. David Breeden, Administrator
 - e. Jerry Dasti, Esq

Certification

I, Sharon L. Auer, Acting Municipal Clerk of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Committee on the 5th day of May, 2014

Sharon L. Auer, Acting Municipal Clerk

INTER-LOCAL AGREEMENT

between

TOWNSHIP OF STAFFORD

and

TOWNSHIP OF BARNEGAT

THIS AGREEMENT is entered the latter of the dates on the signature page by and between

THE TOWNSHIP OF STAFFORD, a municipal corporation of the State of New Jersey (referred to as “Provider”); and

THE TOWNSHIP OF BARNEGAT, a municipal corporation of the State of New Jersey (referred to as “Recipient”); and

WITNESSETH, that the Provider and the Recipient agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Responsibility

At all times, the Provider shall maintain responsibility for and control over the equipment necessary to produce and distribute the brine.

B. Supervision and Director of Staff

1. The Provider shall maintain responsibility for and control over its employee(s) necessary to produce and distribute the brine.
2. The Recipient shall maintain responsibility for and control over its employee(s) utilized to receive the said brine.

C. Services to be Performed

The recipient shall be entitled to receive brine from the Township of Stafford Brine Storage Tank, at times coordinated between the Township of Stafford Public Works Supervisor and the designated representative of the Recipient.

ARTICLE II: ACTIVITIES

A. Hours of Operation

1. Brine shall be made available at any time, upon request, during regular work day hours between 7:00 a.m. and 3:00 p.m. Monday through Friday, provided advance one day notice is provided regarding the desire for said brine (Holidays excluded).

B. Places of Operation

The said brine will be made available at the Township of Stafford Public Works Facility located at 320 Haywood Road, Manahawkin, New Jersey.

C. Quality Assurance

Upon request of the Recipient, Provider shall test the brine provided to ensure that it is effective as a snow and ice control agent. The eutectic point of the brine shall be 23.3% salinity using a hydrometer.

ARTICLE III: FEES

A. Fee

Recipient shall pay Provider as a rate of twenty cents (\$0.20) per gallon. No minimum purchase is required

B. Delivery

Delivery to recipient storage tank when provider equipment is available shall be eight Cents (\$0.08) per gallon

C. Quarterly Payments by Recipient to Provider

The Recipient shall provide sufficient funds in their budget to cover contract costs.

The Recipient shall provide quarterly payment for the service charges for the duration of the term of the Agreement. Recipient shall be provided with itemized invoices setting forth the gallons provided and the dates received

Since the Recipient has no means of storing unused brine, Recipient may return said unused brine, which shall be measured and shown as a credit on the quarterly invoices

ARTICLE IV; DURATION OF CONTRACT, TERMINATION, AMENDMENT AND

INTERPRETATION

A. Duration

Duration of the Agreement shall be for a period of two calendar years – 2014-2015, beginning on or about January 1, 2014 and terminating on December 31, 2015

B. Termination

Either the Recipient or Provider may terminate its participation by providing written notice to the other party. The Recipient shall pay all fees incurred up to the time of withdrawal

C. Amendment

The Agreement may be amended as any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Mayor or Administrator of each party or his/her designated representative and specifies the date the provisions of such amendment shall be effective

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below

TOWNSHIP OF STAFFORD

Attest:

By: _____

Dated: _____

TOWNSHIP OF BARNEGAT

Attest:

By: _____

Dated: _____