

## RESOLUTION 2016-116

### 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 1<sup>st</sup> day of March 2016 by the Township Committee of the Township of Barnegat, 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 John J. Novak, Mayor of Barnegat Township
  - b. New Jersey Department of Community Affairs
  - c. Honorable John F. Spodofra, Mayor of Stafford Township
  - d. Martin Lisella, Administrator
  - e. Jerry Dasti, Esq

**Certification**

I, Michele Rivers, 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 1<sup>st</sup> day of March 2016

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Michele Rivers, RMC  
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

**ARTICLE IV; DURATION OF CONTRACT, TERMINATION, AMENDMENT AND**

**INTERPRETATION**

**A. Duration**

Duration of the Agreement shall be for a period of two calendar years – 2016-2017, beginning on or about January 1, 2016 and terminating on December 31, 2017

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

Michele Rivers, RMC

John J. Novak., Mayor

Township Clerk

Dated: \_\_\_\_\_