

RESOLUTION NO. 2023-207

**RESOLUTION OF THE TOWNSHIP OF LITTLE
EGG HARBOR, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING THE EXECUTION
OF A SHARED SERVICES AGREEMENT WITH THE
TOWNSHIP OF STAFFORD FOR THE
PRODUCTION AND DISTRIBUTION OF BRINE**

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*, authorizes the Township of Little Egg Harbor to enter into a contract for the provision of certain governmental services with another municipality; and

WHEREAS, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

WHEREAS, the Township of Little Egg Harbor has a need for the production and distribution of Brine to aid in snow and ice removal; and

WHEREAS, the Township of Stafford produces and distributes Brine; and

WHEREAS, the Township of Little Egg Harbor will reimburse the Township of Stafford an amount equal to twenty cents (\$0.20) per gallon and will increase 2% in each year of the agreement and with an additional delivery charge of eight cents (\$0.08) per gallon and will increase 2% in each year of the agreement for expenses incurred in providing the service; and

WHEREAS, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the Township of Stafford for services of the Department of Public Works in producing and distributing brine.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the Township of Stafford of the Department of Public Works in producing and distributing brine, in accordance with the terms of said agreement attached hereto and made a part hereof as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.

2. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Shared Services Agreement, and any other documents necessary to effectuate the terms of this resolution.

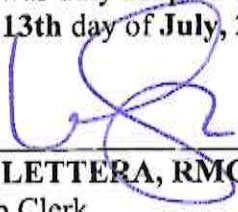
3. That the term of the agreement shall be retroactive to January 1, 2023 and shall continue in full force and effect until December 31, 2027.

4. That a copy of the agreement referenced herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.

5. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Chief Financial Officer/Administrator, Department of Public Works and Stafford Township Administrator.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of Little Egg Harbor Township, do hereby certify that the foregoing resolution was duly adopted by the Little Egg Harbor Township Committee at a meeting held on the **13th** day of **July, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

SHARED SERVICES AGREEMENT
between
TOWNSHIP OF STAFFORD
and
TOWNSHIP OF LITTLE EGG HARBOR

THIS AGREEMENT made this 30th day of **May, 2023** between the **TOWNSHIP OF STAFFORD**, a municipal corporation of the State of New Jersey (referred to as “Provider”); and the **TOWNSHIP OF LITTLE EGG HARBOR**, 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 and will increase 2% in each year of the agreement. 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 and will increase 2% in each year of the agreement.

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 five calendar years, beginning on or about January 1, 2023 and terminating on December 31, 2027.

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

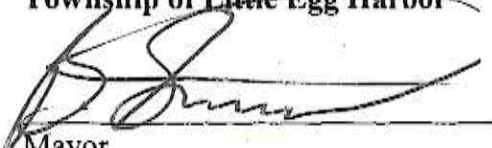
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above:

Township of Stafford

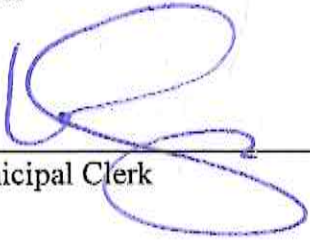
Mayor Gregory E. Myhre

Municipal Clerk

Township of Little Egg Harbor



Mayor



Municipal Clerk