

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: County of Cumberland COUNTY: Cumberland

RECIPIENT: Borough of Woodstown COUNTY: Salem

BRIEF DESCRIPTION OF SERVICE:

County owns and operates a salt brine storage and dispensing facility and Woodstown desires to make use of the salt brine system

EFFECTIVE DATE: January 1, 2017

EXPIRATION DATE: December 31, 2017

ESTIMATED COST SAVINGS
TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT N/A

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

AGREEMENT BETWEEN
THE COUNTY OF CUMBERLAND
AND
BOROUGH OF WOODSTOWN

AGREEMENT made this 27th day of December, 2016 by and between Borough of Woodstown ("Woodstown"), 25 West Avenue, P.O. Box 286, Woodstown, New Jersey 08098-0286 and the County of Cumberland ("County"), a municipal corporation, 164 West Broad Street, Bridgeton, New Jersey 08302.

WHEREAS, the County owns and operates a salt brine storage and dispensing facility for its own needs; and

WHEREAS, Woodstown is desirous of making use of the salt brine system owned by the County located at 800 East Commerce Street, Bridgeton, New Jersey 08302.

NOW, THEREFORE, in consideration for the promises and of the mutual covenants herein contained, the parties hereto agree as follows:

1. SUPPLY OF SALT BRINE

The County will provide salt brine for use by Woodstown at a cost of \$0.50 per gallon pursuant to N.J.S.A. 40A:11-36(1).

2. PAYMENT OBLIGATION

An invoice shall be forwarded by the County to Woodstown within thirty (30) days of the dispensing of the brine during an inclement weather event. Monies received from Woodstown shall be placed in the Roads/Motor Vehicle Fines Trust Account. In the event that payment is not timely made and after thirty (30) days notice to cure, Woodstown shall be in default and this agreement may be terminated by the County. Prior to any termination, Woodstown shall receive seven (7) days advance notice regarding its negative cash balance.

3. SALT BRINE DISPENSING

All salt brine to be supplied by the County to Woodstown shall be dispensed at the County of Cumberland Public Works Yard located at 800 East Commerce Street, Bridgeton,

New Jersey and shall be picked up by Woodstown and Woodstown shall be responsible for equipment and transport with respect to shipment of brine to the borough and application and use of the brine by Woodstown. County shall make available to Woodstown, brine solution in such amounts as will meet the needs of the borough subject to the County's right to give priority to meeting the County's own needs and the needs of municipalities within the County of Cumberland with which the County of Cumberland has shared services agreements to provide brine. In the event that the County is unable to meet the needs of Woodstown to provide brine, it shall notify Woodstown as soon as possible but shall endeavor to provide brine to meet Woodstown's needs to the greatest extent practicable.

County will maintain, at its own cost, the dispensing system. Woodstown shall have the right at any time to verify the accuracy of the dispensing system at their expense. Woodstown shall give the County's director of Public Works ten (10 business days' written notice prior to conducting any test.

4. HOURS OF SERVICE

The availability of salt brine shall be at the County's discretion during normal operating hours unless otherwise agreed upon by the parties.

5. EMERGENCIES

In the event of an emergency, the County will use its best efforts to provide whatever amount of salt brine Woodstown requires subject to Paragraph No. 1 above. County reserves the right to use the brine for its own needs and be given priority over any deliveries or supply to Woodstown.

6. RATE CHANGES

Parties to this Agreement acknowledge and understand that the contract cost of \$0.50 per gallon covers material costs, labor and some capital expense. The County shall notify Woodstown of any changes in the contract cost calculation five (5) days before imposing any such rate change(s).

7. EXCUSED PERFORMANCE

The County agrees to use its best efforts to provide a continuous and regular and uninterrupted supply of salt brine, subject to the terms of this agreement.

8. INDEMNIFICATION

Woodstown shall completely indemnify, protect and hold harmless the County from any and all costs, expenses, liability, losses, claims, suits and proceeding of any nature whatsoever brought against the County arising from or related to acts or omissions of Woodstown. Woodstown shall provide evidence of liability insurance coverage to the County having limits of coverage of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence.

Woodstown shall provide evidence of same by providing the County with a Certificate of Insurance within thirty (30) days after this Agreement goes into effect. Failure of Woodstown to provide such a Certificate of Insurance may be cause for termination of this Agreement.

County agrees to indemnify Woodstown from losses or claims arising from and related to acts or omissions of the County and to provide evidence of liability coverage of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. County shall provide evidence of same by providing Woodstown with a Certificate of Insurance within thirty (30) days after this Agreement goes into effect. Failure of County to provide such a Certificate of Insurance may be cause for termination of this Agreement.

9. TERMINATION

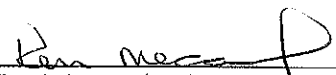
This Agreement shall be in effect commencing January 1, 2017 through December 31, 2017 upon approval by the governing bodies of the County and Woodstown. County reserves the right to terminate this agreement on thirty (30) days notice to Woodstown, which notice shall be in writing to the Mayor or Administrator of the borough in the event that the County desires to cancel this agreement.

10. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

COUNTY OF CUMBERLAND

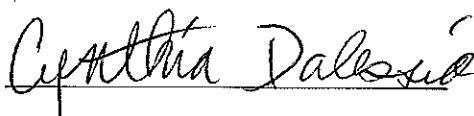


Ken Mecouch, Clerk to the Board

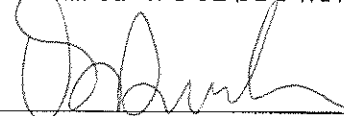
By: 

Joseph Derella, Freeholder Director

BOROUGH OF WOODSTOWN



Cynthia Dalesio

By: 

Cynthia Dalesio