

DIVISION OF LOCAL GOVERNMENT SERVICES  
SHARED SERVICES AGREEMENT  
COVER SHEET

PROVIDER: Township of Millstone

COUNTY: Monmouth

RECIPIENT: Millstone Township Board of Education

COUNTY: Monmouth

BRIEF DESCRIPTION OF SERVICE:

Agreement for the Resale of Rock Salt

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto: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.

**REQUEST FOR REGISTRATION OR MODIFICATION OF A COMMODITY RESALE SYSTEM**  
(Cooperative Purchasing Form CP-2060)

**RETURN COMPLETED FORM TO:**

Cooperative Purchasing  
Division of Local Government Services  
PO Box 803  
Trenton NJ 08625-0803

SYSTEM NAME	ACTION REQUESTED					
	SYSTEM		MEMBER(S)		COMMODITY(S)	
The Resale of Rocksalt from Millstone Township to Millstone Township Board of Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Register	Renew	Add	Delete	Add	Delete

<b>LEAD AGENCY</b> Township of Millstone	<b>MEMBER(S)</b> Board of Education, Millstone Township
---	--

**COMMODITY(S) TO BE SOLD**

Gasoline    
  Diesel Fuel    
  Snow Removal Chemicals    
  Public Works Materials

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34-1 et seq. are understood and the proposed activity is in compliance with them.

<b>ORIGINAL SIGNATURE:</b> <u>Maria Dellasala</u>	<b>E-MAIL ADDRESS:</b> <u>m-dellasala@millstonenj.gov</u>
<b>NAME:</b> <u>Maria Dellasala</u>	<b>ADDRESS:</b> <u>470 Stage Coach Road</u>
<b>TITLE:</b> <u>Administrator</u>	<u>Millstone Twp NJ 08510</u>
<b>PHONE:</b> <u>732-446-3402</u>	
<b>DATE:</b> <u>12/21/17</u>	

**FOR USE BY THE DIVISION OF LOCAL GOVERNMENT SERVICES**

<input type="checkbox"/> APPROVED	<b>RECEIVED:</b>	<b>REGISTRATION EXPIRES:</b>
<input type="checkbox"/> DISAPPROVED	<b>APPROVAL EFFECTIVE:</b>	<b>IDENTIFIER:</b>

**BASIS FOR AN AGREEMENT FOR THE RESALE OF ROCK SALT AS  
PART OF A COMMUNITY RESALE SYSTEM**

**AN AGREEMENT** for the resale of Rock Salt made of this 20th day of December 2017 (effective January 1, 2018) by and between The Township of Millstone Board of Education and the Township of Millstone entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (*N.J.A.C. 5:34-7.1 et seq.*).

**WHEREAS**, The Township of Millstone owns and operates a Rock Salt Shed for its own needs; and

**WHEREAS**, The Township of Millstone Board of Education is desirous of making use of the Rock Salt purchased by The Township of Millstone located at 899 Perrineville Road.

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

**1. SUPPLY OF ROCK SALT**

The Township of Millstone will provide an estimated 20 tons of Rock Salt for use by the Township of Millstone Board of Education. In the event that The Township of Millstone Board of Education Rock Salt consumption increases over the above stated tons, The Township of Millstone shall bill for the actual amount of tonnage consumed by The Township of Millstone Board of Education.

**2. ROCK SALT RATE**

The rate that The Township of Millstone Board of Education shall pay for the Rock Salt pursuant to the Agreement shall be the base Rock Salt rate plus an Administrative fee. It shall be as follows:

The Township of Millstone Board of Education Rock Salt rate shall be a combination of:

- (a) The contract cost which the Township of Millstone pays for Rock Salt; and
- (b) An administrative service charge of 15% on the amount of Rock Salt actually supplied.

**3. PAYMENT OBLIGATION**

A monthly invoice for the previous month's usage shall be forwarded from the Township of Millstone to The Township of Millstone Board of Education on or before the 15<sup>th</sup> of each month. Payment shall be made within 30 days of the receipt of invoice from The Township of Millstone.

**4. SALT DISPENSING**

All Rock Salt to be supplied by The Township of Millstone to The Township of Millstone Board of Education shall be dispensed by tonnage at the Salt Shed located at 899 Perrineville Road.

**5. HOURS OF SERVICE**

Unless notified in writing, the supply of Rock Salt is available between the hours of 7:30am and 3:30pm each working day.

**6. EMERGENCIES**

In the event of an emergency, The Township of Millstone will use its best efforts to provide all Rock Salt that The Township of Millstone Board of Education requires.

**7. EXCUSED PERFORMANCE**

The Township of Millstone agrees to use its best efforts to provide a continuous and regular uninterrupted supply of Rock Salt, subject to the terms of this Agreement.

**8. INDEMNIFICATION**

The Township of Millstone Board of Education shall completely indemnify, protect and hold harmless The Township of Millstone from any costs, expenses, liability, losses, claims, suits and proceeding of any nature whatsoever brought against the Township of Millstone as an additional insured on its liability policy with a minimum of One Million Dollars. The Township of Millstone Board of Education shall provide evidence of same by providing The Township of Millstone with a Certificate of Insurance within 14 days after this Agreement goes into effect. Failure of The Township of Millstone Board of Education to provide such a Certificate of Insurance shall be cause for termination of this Agreement.

**9. TERMINATION**


This Agreement shall be in effect from January 1, 2018 through December 31, 2018 upon approval by the governing bodies of The Township of Millstone and The Township of Millstone Board of Education. Either party may terminate this Agreement with 30 days advance notice by certified mail, to the official address of the other party.

**10. GOVERNING LAW**

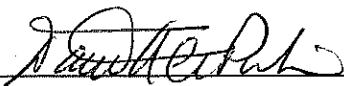
This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

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

**FOR THE LEAD AGENCY:**

BY:   
Maria Dellasala, Administrator

**FOR THE PARTICIPATING UNIT:**

BY: 

**RESOLUTION: 17-194**  
**MEETING DATE: 12-20-17**

**RESOLUTION AUTHORIZING THE TOWNSHIP OF MILLSTONE TO ESTABLISH A  
COMMODITY RESALE AGREEMENT WITH THE MILLSTONE TOWNSHIP  
BOARD OF EDUCATION**

---

C/Grbelja offered the following Resolution and moved its adoption, which was second by M/Kuczinski:

**WHEREAS**, *N.J.A.C.* 5:34-7.15 authorizes contracting units to establish a Commodity Resale System; and

**WHEREAS**, the Township of Millstone, County of Monmouth, State of New Jersey is desirous of establishing a Commodity Resale System for the resale of Rock Salt; and

**WHEREAS**, the Township of Millstone, has agreed to serve as the Lead Agency for a Commodity Resale System with The Millstone Township Board of Education.

**NOW, THEREFORE, BE IT RESOLVED** on the 20th day of December 2017 (with an effective date of January 1, 2018) by the Governing Body of the Township of Millstone, County of Monmouth, State of New Jersey, as follows:

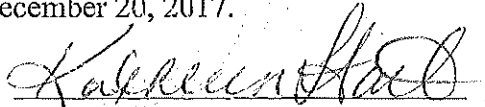
- The Governing Body hereby authorizes the creation of a Commodity Resale System to be known as the Township of Millstone/Millstone Township Board of Education Rock Salt Resale, with the Township of Millstone serving as the Lead Agency.
- The Mayor and Township Clerk are hereby authorized to enter into a contract with the Millstone Township Board of Education for the sale of Rock Salt.
- A single certified copy of this Resolution, along with a copy of the Purchase Agreement, and a copy of the Request for Registration or Modification of a Commodity Resale System Form shall be forwarded to the Director of the Division of Local Government Services within the State Department of Community Affairs.

This resolution shall take effect immediately upon passage.

**ROLL CALL:**

**AYES:** C/Dorfman, C/Grbelja, C/Kinsey, C/Masci, M/Kuczinski  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

**I HEREBY CERTIFY** the foregoing to be a true copy of the Resolution adopted by the Millstone Township Committee at its meeting of December 20, 2017.

  
Kathleen Hart, RMC  
Deputy Municipal Clerk

8. That the Board ratify the attached agreement with the Township of Millstone for the resale of rock salt from January 1, 2018 through December 31, 2018.
9. That the Board ratify the tuition contract with the Monmouth-Ocean Educational Services Commission for student #15146.
10. That the Board ratify the attached shared services agreement with the Borough of Roosevelt for Electric, HVAC and Mechanic services from January 1, 2018 through December 31, 2018.
11. That the Board ratify the attached shared services agreement with the Borough of Roosevelt for supplies from January 1, 2018 through December 31, 2018.
12. That the Board approve the amendment to the 2018 IDEA Grant application to include carryover funds from the 2016-2017 IDEA Grant Final Report in the following amounts:

IDEA Basic	-	\$1,579
IDEA Preschool	-	\$2,954

13. That the Board approve the attached shared services agreement with the Township of Millstone to upload the Board of Education meetings to the Township web site.

**B. Action Items (Un-Budgeted)**

1. That the Board accept the following donation:

NAME	DONATION	VALUE	USE
a. Mr. Mark Lafferty	2 music keyboards and stand	\$500	Primary School Music Room
b. Lifetouch Studio	Fall picture donation	\$2,039.41	Middle School Student Activities