

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE
ENTERING INTO A SHARED SERVICE AGREEMENT**

**WITH THE BOROUGH OF MERCHANTVILLE, COUNTY OF CAMDEN,
NEW JERSEY FOR THE PURCHASE OF "BRINE SOLUTION"**

WHEREAS. The Township Council of the Township of Gloucester has determined that entering into a shared services agreement with the Borough of Merchantville to provide Brine Solution can significantly decrease cost incurred by the Township of Gloucester and the Borough of Merchantville and continue and or increase and improve services to both Township and Borough residents, and

WHEREAS. The Governing Body of the Borough of Merchantville is in agreement with entering into a shared services agreement for the purchase of Brine Solution.

NOW THEREFORE, BE IT RESOLVED, by the Borough Council that the Township of Gloucester is hereby authorized to enter into a municipal shared services agreement with the Borough of Merchantville to provide "Brine Solution".

BE IT FURTHER RESOLVED, that the municipal shared services agreement shall be prepared for an initial term of one year and for consideration to be paid by the Borough of Merchantville to the Township of Gloucester in the amount provided therein.

Adopted: January 13, 2020

Edward Brennan
Mayor

ATTEST:

DENISE BROUSE, RMC
Borough Clerk

**MUNICIPAL
SHARED SERVICES AGREEMENT**

THIS AGREEMENT, dated 13th day of January, 2020, by and between **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, located at Chews Landing road, P.O. Box 8, Blackwood, New Jersey 08012 (hereinafter called "GLOUCESTER TOWNSHIP"), and Borough of Merchantville, located at 1 W. Maple Avenue, Merchantville, New Jersey 08109 (hereinafter called "BOROUGH OF MERCHANTVILLE").

WITNESSETH

WHEREAS. The parties desire to enter into a Municipal Services Agreement authorizing Gloucester Township to provide "Brine Solution" to Borough of Merchantville, and

WHEREAS. The parties desire to enter into an agreement memorializing the terms and conditions of the agreement between GLOUCESTER TOWNSHIP and BOROUGH OF MERCHANTVILLE.

NOW THEREFORE, for and inconsideration of the signing of this Agreement by the parties, and in further consideration of the terms and covenants of the within Agreement, and the mutual benefits derived by the parties hereto, the Parties do hereby agree as follows:

ARTICLE I
AGREEMENT

A. Gloucester Township will provide for the sale of "Brine Solution" to Borough of Merchantville. The "Brine Solution" will be available for purchase at the Township of Gloucester, Department of Public Works Garage during the term of this agreement. The "Brine Solution" pick up dates shall be scheduled by the respective Municipal Public Works Department Director.

ARTICLE II
TERM

A. This Municipal Shared Services Agreement shall commence on January 14th 2020 and continue for a term until December 31st 2020. The purchase of "Brine Solution" agreement shall automatically renew for successive twelve month periods thereafter, unless sixty (60) days written notice by either party to the other of the intent to terminate said agreement. Upon receipt of such notice to terminate, this agreement shall expire

at the end of the then current term and shall become null and void of no further legal effect.

ARTICLE III
GENERAL CONDITIONS
AND TERMS

A. If any one or more of the terms and provisions of this agreement shall be determined invalid or unenforceable by a Court of Law, the remainder of the terms of provisions thereof shall not be affected thereby and shall continue to be enforceable in all respects.

B. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

C. Borough of Westville shall pay compensation to Gloucester Township in an amount set for the in schedule "A" attached, to be paid within 45 days following the Borough of Merchantville's receipt of a purchase voucher from Gloucester Township.

D. Gloucester Township and Borough of Merchantville may annually approve and adjust as necessary the provisions of this municipal shared service agreement.

E. This agreement may only be amended, modified or changed in a dated writing, executed by Gloucester Township and Borough of Merchantville.

IN WITNESS WHEREOF. The parties have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their respective seals to be hereunto affixed and duly attested all as to the date first above written.

ATTEST: TOWNSHIP of GLOUCESTER

_____ by _____
Nancy Power, RMC David R. Mayer
Township Clerk Township Mayor

ATTEST BOROUGH OF MERCHANTVILLE

_____ by _____
Denise L. Brouse, RMC Edward F. Brennan
Borough Clerk Borough Mayor

SCHEDULE "A"

1. Borough of Merchantville shall schedule all brine solution pick up through the Gloucester Township Department of Public Works.
2. Brine Solution will be billed at the current rate and availability of brine solution per gallon which charge will include a 20% Township administration charge.