

**SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF WANTAGE
AND
THE _____**

THIS AGREEMENT is entered the latter of the dates on the signature page by and between

THE TOWNSHIP OF WANTAGE, a municipal corporation of the State of New Jersey (referred to as “Provider”); and

THE _____ OF _____, 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.

At all times, the Recipient shall maintain responsibility for and control over the vehicle(s) utilized to receive the said Brine.

B. Supervision and Director of Staff.

1. The Provider shall maintain responsibility for and control over the employee(s) necessary to produce and distribute the Brine.

2. The Recipient shall maintain responsibility for and control over the employee(s) utilized to receive the said Brine.

ARTICLE II: ACTIVITIES

A. Services to be Performed

The recipient shall be entitled to receive Brine from the Wantage Township Brine Storage Tank, at times coordinated between the Wantage Township Public Works Supervisor and the designated representative of the Recipient.

B. Hours of Operation

1. Brine shall be made available at any time, upon request, during regular work day hours between 8:00 a.m. and 2:00 p.m., Monday through Friday (holidays excluded), provided advance one day notice is provided regarding the desire for said brine.
2. Brine shall also be made available evenings, weekends and holidays, to assist in winter storm response activity, provided that the Wantage Township Public Works Department is also utilizing the brine system for winter storm response activity at that time.

C. Place of Operation

The said brine will be made available at the Wantage Township Public Works Facility, 888 Route 23 in Wantage Township, New Jersey.

ARTICLE III: FEES

Recipient shall pay Provider at a rate of twenty two cents (\$0.22) per gallon

Recipient agrees to purchase a minimum of two thousand (2,000) gallons of brine during the current calendar year covering this agreement.

B. Quarterly Payments by Recipients 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.

ARTICLE IV: DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the agreement shall be for a period of calendar year 2010, beginning on or about February 1, 2010, and terminating on December 31, 2010.

B. Termination

A participating entity may terminate its participation by providing written notice to the other party. The terminating entity shall pay all fees incurred up to the time of withdrawal.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each party or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, to the municipal attorney of the Provider as well as to the attorneys of all Recipients, for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement as provided for above, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipients in which the Provider is named as a party, the Recipients shall equally bear the costs of Provider's attorneys' fees and costs in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

TOWNSHIP OF WANTAGE

Attest:

By:

Dated: _____

[**RECIPIENT:** _____]

Attest:

By:

Dated: _____