

SALT STORAGE AGREEMENT

"Shared Services"

Between

The Township of Mansfield

And

New Jersey Department of Transportation (NJDOT)

This agreement is entered into this ~~22nd~~ day of January 2007 by and between the Township of Mansfield, County of Warren, with offices located at 100 Port Murray Road, Port Murray, NJ 07865 and the New Jersey Department of Transportation (NJDOT), with offices located at 1035 Parkway Avenue, Trenton, New Jersey 08625 for the purpose of the township utilizing and accessing salt at the Port Colden (Washington) Maintenance Yard, located at Route 57, Washington, NJ 07882.

WHEREAS, pursuant to N.J.S.A. 52:25-16.1, the Director of the Division of Purchase and Property, the Department of Treasury, may include in any appropriate contract on behalf of the State of New Jersey a provision extending to counties and municipalities the ability to purchase equipment, supplies or materials that are the subject of such contract; and

WHEREAS, both the NJDOT and Township of Mansfield may purchase salt from the suppliers included on the list of current contracts entered into on behalf of the State of New Jersey; and

WHEREAS, Township of Mansfield lacks the facility required to store salt efficiently; and

WHEREAS, the NJDOT's Port Colden (Washington) Maintenance Yard has sufficient capacity to provide the Township of Mansfield, as well as the NJDOT, with salt storage services; and

WHEREAS, NJDOT has agreed to provide such services to the Township of Mansfield in the interest of economic efficiency and intergovernmental cooperation; and

WHEREAS, NJDOT and the Township of Mansfield desire to establish the responsibilities of the parties with respect to the provision of salt storage services;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein NJDOT and the Township of Mansfield agree as follows:

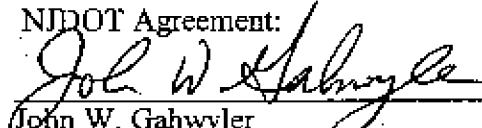
1. The NJDOT will provide salt storage services and reserve of 150 tons of salt, for use by the Township of Mansfield at the NJDOT Port Colden (Washington) Maintenance Yard during the winter season. The winter season is defined as from November 15 to April 15.
2. The salt will be available throughout the winter season. It should be noted the NJDOT need for salt will prevail over the Township.
3. The Township of Mansfield will be allowed access to the NJDOT Port Colden (Washington) Maintenance Yard for the purpose of acquiring salt. The Township of Mansfield will be responsible for picking up the salt with their trucks or by contracted vendor. The NJDOT will not deliver salt to the Township of Mansfield. When the Township of Mansfield wishes to withdraw salt from the NJDOT Port Colden (Washington) Maintenance Yard, the Township of Mansfield shall notify the facilities Crew Supervisor who will arrange to have someone at the facility to help load the salt and to document salt withdrawals. The Township shall be responsible for reimbursement of any salary costs incurred by the NJDOT as a result of the Township withdrawal of salt during the non-operational hours of the Port Colden (Washington) Maintenance Yard.

4. The NJDOT will maintain a "Salt Usage Report" at the NJDOT's Port Colden [Washington] Maintenance Facility to track the salt usage by the Township of Mansfield. The representative from the Township of Mansfield shall verify and sign this report for each occurrence of salt withdrawal. At the end of each winter season (on or about April 30th), the NJDOT shall advise the Township of Mansfield in writing, indicating the amount of payment to be made by the Township to the NJDOT. The rate of pay for salt usage shall equal the actual cost paid by the NJDOT for the purchase of the salt. All payments shall be remitted within 30 days of receipt of billing notification.
5. The NJDOT will provide the Township's contact person with usage quantities for each month during the winter season and a balance at the end of the winter season. Any discrepancies will be reconciled by the Township representative and the Department Regional Maintenance Engineer.
6. All inquiries and notices shall be directed as follows:


NJDOT Site Operations:


Gerard Kurpicki
Crew Supervisor
Port Colden (Washington) Maintenance Yard
908-689-0570 or Cell #908-966-6192

NJDOT Agreement:


John W. Gahwyler
Regional Maintenance Engineer
Region North Headquarters
973-770-5123

Township of Mansfield:


Mayor George C. Baldwin
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865
Work: 908-689-6151
FAX: 908-689-2840


Brent Sliker, Supervisor CPWM
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865
Work: 908-979-8984
FAX: 908-979-8985

7. The Township of Mansfield or its vendor shall make no claim against NJDOT, its officers or employees for damages of any description incurred in the performance of this Agreement. Including damages to property owned, leased, contracted for, or used by the Township and damages caused by normal loading procedures of Township vehicles performed by NJDOT.

Nothing contained herein shall preclude the Township from pursuing claims against any third party which the Township has reason to believe is or may be liable for loss(es) or damage(s) sustained by the Township.

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8. The Township of Mansfield shall defend, indemnify, protect, and save harmless NJDOT, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, wrongful death claims and property damage claims, arising out of or claimed to arise out of the performance of this Agreement or any related activity by the Township.
9. The Township of Mansfield or its vendor shall provide NJDOT at the time of the execution of this agreement (on or before the first day in September for each subsequent year) with evidence of a separate comprehensive general liability insurance policy or a separate policy endorsement with minimum limits of \$300,000 for bodily injury and \$100,000 for property damage in order to protect NJDOT from any liability arising from the performance of this Agreement. The separate policy or endorsement shall name NJDOT as an additional insured.
10. This Agreement shall be for the term of one year and shall become effective upon execution by the Assistant Commissioner, of the Department of Transportation or his designee and shall continue in full force and effect unless terminated by either party upon 30 days written notice.

In witness whereof, both parties have caused this Agreement to be signed and attested to:

For the Township of Mansfield

Dena Webenak
Signature

1/16/07
Date

Dena Webenak
Print Name

Acting Clerk
Title

For the Assistant Commissioner, Department of Transportation:

John W. Gahwyler
Signature

1/22/07
Date

JOHN W. GAHWYLER
Print Name

Regional Maintenance Engineer
Title