

UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400
FAX (732) 382-5862

RESOLUTION NO.: 61-2017

DATE: November 8, 2017

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
AUTHORIZING ENTERING INTO A COMMODITY RESALE
AGREEMENT WITH THE COUNTY OF UNION FOR THE PROVISION
OF FUEL PURCHASE AND STORAGE SERVICES.**

APPROVED AS TO FORM:
Lisa M. da Silva, RMC
Deputy Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES NO NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: Lisa M. da Silva

By: [Signature]

PRESENT ABSENT AYE NAY ABSTAIN MOTION SECOND

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri, Treasurer</i>	✓		✓				✓
<i>Criscione</i>	✓		✓				
<i>Eastman, Secretary</i>		✓					
<i>Jackus</i>		✓					
<i>Kahn</i>	✓		✓				
<i>Pellettiere</i>	✓				✓		
<i>Rachlin</i>		✓					
<i>Scutari, Vice Chairwoman</i>	✓		✓				
<i>People, Chairman</i>	✓		✓				
<i>Lombardo, Alternate No. 1</i>	✓		✓			✓	
<i>McManus, Alternate No. 2</i>	✓		✓				

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AUTHORIZING ENTERING INTO A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF UNION FOR THE PROVISION OF FUEL PURCHASE AND STORAGE SERVICES.

WHEREAS, the Union County Utilities Authority (the "Authority") regularly participates with the County of Union (the "County") in the Union County Commodity Resale System (the "Fuel Resale Program") in accordance with N.J.A.C. 5:34-7.15 et seq. which provides the Authority with a low cost option to purchase fuel for its vehicle fleet; and

WHEREAS, by way of Resolution 2017-242, the County Board of Chosen Freeholders renewed the Fuel Resale Program to continue offering this fuel purchase and storage shared services opportunity to public entities in the County; and

WHEREAS, the Authority has a continued need and desire to participate in the Fuel Resale Program and, in order to do so, the Authority and the County are required to enter into a Commodity Resale Agreement.

NOW THEREFORE BE IT RESOLVED, by the Union County Utilities Authority Board of Commissioners as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Commodity Resale Agreement by and between the Authority and the County, in substantially the form attached hereto, is hereby approved and the Chairman is authorized and further directed to execute the said Commodity Resale Agreement, which may include any and all minor changes as are approved by the Chairman after consultation with General Counsel.
3. Notice of this action shall be published if and as required by law.
4. A copy of this Resolution and the executed Commodity Resale Agreement shall be forwarded to County Counsel and the Clerk of the Board of Chosen Freeholders of the County, and this Resolution shall also be available for public inspection at the offices of the Authority.
5. This Resolution shall take effect immediately

**COMMODITY RESALE AGREEMENT
FOR THE PROVIDING OF FUEL DEPOT STORAGE
AND SUPPLYING OF GASOLINE AND DIESEL FUELS**

THIS COMMODITY RESALE AGREEMENT for the storage, supply and sale of gasoline and diesel fuels is entered into this *14th* day of *December*, 2017, between the County of Union, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 (“County”), a Public Body of the State of New Jersey as Lead Agency and the Union County Utilities Authority, located at 1499 US Highway One, Rahway, NJ 07065 (“Authority”), a Public Body of the State of New Jersey all located within the County of Union.

WITNESSETH:

WHEREAS, the Union County Utilities Authority lacks fuel storage facilities for gasoline and diesel fuels used by public vehicles within the Authority; and

WHEREAS, the County of Union has available capacity in its fuel facilities for the storage of these commodities which would accommodate the amount used by the Authority; and

WHEREAS, the parties are mutually desirous of entering into a “Commodity Resale Agreement,” pursuant to N.J.AC. 5:34-7.15, et seq., in order that the Authority may avail itself of such storage facilities:

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions hereinafter set forth, the parties do mutually agree as follows:

1. The County agrees to act as Lead Agency and purchase for and sell to the Union County Utilities Authority gasoline and diesel fuels at the price paid by the County for such

commodities plus an administrative fee of \$.20 per gallon. The administrative fee may be adjusted by the County upon ninety (90) days written notice to the Authority. Upon receiving such written notice of a change in the administrative fee, the Authority may terminate this agreement by sending written notice to the County within forty-five (45) days of receiving written notice of the proposed change.

2. The Union County Utilities Authority agrees to follow the written procedures for obtaining such fuels from the County storage facilities which are annexed hereto and incorporated herein by reference as Appendix A. These procedures are intended to produce a safe and orderly access to the storage facility of the County by the Authority so as to minimize any interference with County operations.

3. The County will bill the Authority once a month for such commodities and the Authority shall pay such invoice within thirty (30) days of its receipt.

4. The Union County Utilities Authority agrees to indemnify and save harmless the County, its officers, agents and employees from any and all suits, liability, claims and demands of any nature or kind including costs, expenses and reasonable counsel fees for or on account thereof, for damages to persons or property sustained by any person or persons resulting in whole or in part from the negligent performance of any employee, agent or representative of the Union County Utilities Authority working in connection with the activities set forth in this Agreement.

5. Similarly, the County of Union agrees to indemnify and save harmless the Union County Utilities Authority, its officers, agents and employees from any and all suits, liability, claims and demands of any nature or kind including costs, expenses and reasonable counsel fees

for or on account thereof, for damages to persons or property sustained by any person or persons resulting in whole or in part from the negligent performance of any employee, agent or representative of the County of Union working in connection with the activities set forth in this Agreement.

6. This Agreement shall, subject to the approval of the Director of the Division of Local Government Services, be effective as of April 23, 2017 which date shall be designated as the annual anniversary date and shall continue in effect until April 22, 2022. However, the Authority may terminate this Agreement by giving written notice of its intention to do so at least sixty (60) days prior to the annual anniversary date. Nothing in this agreement is intended, nor shall it be construed, to obligate the Authority to purchase its fuel exclusively from the County.

7. All records and documents, including but not limited to, bidding documents, purchase orders, vouchers and contracts maintained or utilized pursuant to terms of this Agreement shall be identified by 99016-UCCRS, the Code Number assigned by the Director, Division of Local Government Services, and any other such numbers as are assigned by the Commodities Resale System for purposes of identifying each contract and item awarded.

8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

9. All written notices to be provided under this Agreement shall be addressed as follows:

Notices to the County:

Attn: County Manager
10 Elizabethtown Plaza, 6th Fl

Elizabeth, NJ 07207

With a copy to:

County Counsel
10 Elizabethtown Plaza, 5th Fl
Elizabeth, NJ 07207

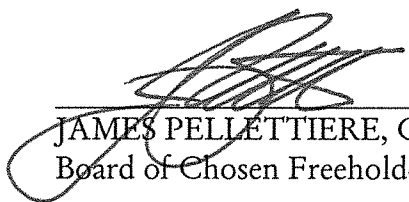
Notices to the Authority:

Attn: Daniel P. Sullivan, Executive Director
Union County Utilities Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:


COUNTY OF UNION



JAMES PELLETTIERE, CLERK
Board of Chosen Freeholders


BY _____
ALFRED J. FAELLA
County Manager

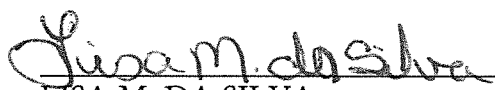
APPROVED AS TO FORM



ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:

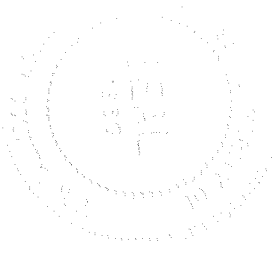
UNION COUNTY UTILITIES AUTHORITY



LISA M. DA SILVA
Deputy Clerk



DANIEL P. SULLIVAN
Executive Director



APPENDIX A

PROCEDURES TO BE FOLLOWED:

- Vehicles can refuel at any pumping station designated by the County during the term of this Agreement.
- Vehicles can fuel during all times the County facilities are in operation.
- Drivers must fuel their own vehicles.
- Drivers must utilize the Gas Boy key, with corresponding entry code. (This will enable the County Division of Motor Vehicles to properly document usage and bill accordingly.)