

RESOLUTION NO. 2024-255

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE TOWNSHIP OF LITTLE EGG HARBOR TO ENTER INTO A COOPERATIVE PRICING SYSTEM AGREEMENT WITH THE SOMERSET COUNTY ENERGY COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes governmental units to enter into a Cooperative Pricing System for the purchase of electric generation service, gas supply service and other energy related services (hereinafter collectively referred to as “Energy Services”); and

WHEREAS, the Electric Discount and Energy Competition Act (N.J.S.A. 48:3-49 et seq.) and the Government Energy Aggregation Program Standards adopted by the Board of Public Utilities permit municipalities and other governmental units to join together for the purchase of Energy Services; and

WHEREAS, the County of Somerset (hereinafter referred to as the “Lead Agency”) offers municipalities and other governmental units an opportunity to participate in the Somerset County Energy Cooperative Pricing System (hereinafter referred to as the “System”) for the purchase of Energy Services under Contract #2-SOCCP; and

WHEREAS, the Township of Little Egg Harbor, County of Ocean, State of New Jersey, desires to participate in the Cooperative Pricing System Agreement with the Lead Agency for the supply of Energy Services.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That this resolution shall be known and may be cited as the Somerset County Energy Cooperative Pricing System Resolution of the Township of Little Egg Harbor.



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2. That pursuant to the provisions of N.J.S.A. 40A:11-11(5), the governing body is hereby authorized and directed to enter into a new Cooperative Pricing System Agreement with the Lead Agency for the purchase of Energy Services. Said Cooperative Pricing System Agreement shall take effect upon full execution and shall terminate on December 31, 2028, unless otherwise terminated in accordance with the provisions therein. The Cooperative Pricing System Agreement shall allow the Lead Agency to seek bids and render an award for the supply of Energy Services to the System at any time during the term of the contract. Any award made by the Lead Agency, during the term of the Cooperative Pricing System Agreement, may provide for the supply of Energy Services beyond the expiration of that Agreement.

3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to the Cooperative Pricing System Agreement, and any other documents necessary to effectuate the terms of this resolution, which Cooperative Pricing System Agreement is attached hereto and made a part hereof as Schedule A. The form of said agreement is subject to the approval of the Township Attorney.

4. That the Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

5. That this resolution shall take effect immediately upon passage.

6. That a copy of the agreement referenced herein shall be kept on file and open to public inspection at the Offices of the Township of Little Egg Harbor during normal business hours.

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7. That a certified copy of this resolution, together with a copy of the agreement, shall be forwarded to the Chief Financial Officer, the Ocean County Director of Purchase, and the Ocean County Counsel.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **10th** day of **October, 2024**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

r|m|s|h|c

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SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID# - 2SOCCP

COOPERATIVE PRICING SYSTEM AGREEMENT

This agreement made and entered into this ____ day of _____ 20__ by and between the County of Somerset (Lead Agency), and the Township of Little Egg Harbor, who desire to participate in the *SOMERSET COUNTY COOPERATIVE PRICING SYSTEM ID#-2SOCCP*.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Somerset is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with aforementioned statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter *On The Anniversary Of The Registration of the System* publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its own official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired (IF NOT AN OPEN END CONTRACT), the location for delivery and other requirements, to permit the preparation of specification as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. Single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids shall receive bids on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries, be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.

13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This agreement shall become effective on the date of the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Somerset shall on behalf of all local units participating in the cooperative pricing system renew the system every five (5) years in perpetuity; unless all parties give written notice that there is no longer a desire to need for participation in the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-7.6, as may be amended.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded, in this case #2 SOCCP.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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.

FOR THE LEAD AGENCY

ATTEST:

CLERK OF THE BOARD

COUNTY OF SOMERSET

BY:

DIRECTOR OF THE BOARD

FOR THE PARTICIPATING UNIT

ATTEST:

Kelly Lettera
Township Clerk

PARTICIPATING UNIT NAME

BY:

Blaise Scibetta
Mayor