

**RESOLUTION 120-20**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER**

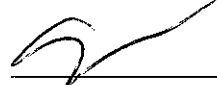
*WHEREAS*, the Borough of Clayton had agreed to enter into an Agreement for a Cooperative Pricing System for Residential Energy Aggregation; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and the County of Gloucester.
2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on July 9, 2020.

BOROUGH OF CLAYTON



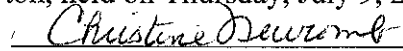
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, July 9, 2020.

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

6/17/20

**AGREEMENT FOR A COOPERATIVE PRICING SYSTEM  
FOR RESIDENTIAL ENERGY AGGREGATION  
BETWEEN THE COUNTY OF GLOUCESTER  
AND THE BOROUGH OF CLAYTON**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of June, 2020, by and between the **COUNTY OF GLOUCESTER** ("Lead Agency") and the municipality of the **BOROUGH OF CLAYTON** ("participating contracting unit") for participation in the **GLOUCESTER COUNTY COOPERATIVE PRICING SYSTEM FOR RESIDENTIAL ENERGY AGGREGATION**.

**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 GLOUCESTER** is conducting a voluntary Cooperative Pricing System for Residential Energy Aggregation 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 dated June 17, 2020 in the case of the County of Gloucester, and on July 11, 2019 in the case of Borough of Clayton, in accordance with the aforesaid 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:

The services to be priced cooperatively may include time and material bids, energy aggregation and such other items that two or more participating contracting units in the system agree can be purchased on a cooperative basis.

1. Under the Residential Energy Aggregation Co-Operative program, the County may enter into a contract with a Third-Party Supplier ("TPS") of electricity at rates below those offered by Atlantic City Electric and PSE&G.
2. The items and classes of items which may be designated by the participating contracting unit hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter IN JANUARY OF EACH SUCCEEDING YEAR publish a legal ad in such format as required by N.J.A.C. 5:34- 7.9(a) in its 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 the Lead Agency.
  - (C) The names of the participating units.
  - (D) The State Identification Code assigned to 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 if required, the location for delivery and other requirements, to permit the preparation of specifications 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. A 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 or soliciting informal quotations shall receive bids or quotations 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 or more awards to the most responsible bidder(s). This award(s) shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for 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).
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, and 9 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 **June 17, 2020**, 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. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
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.
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.

***LEAD AGENCY:***

**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**LAURIE J. BURNS,  
CLERK OF THE BOARD**

***PARTICIPATING UNIT:***

**BOROUGH OF CLAYTON**

**ATTEST:**

***Christine Neuromb***

**  
TOM BIANCO, MAYOR**

## COOPERATIVE PRICING AGREEMENT RIDER

PURSUANT TO PARAGRAPH 15 OF THE COOPERATIVE PRICING AGREEMENT, the municipality of BOROUGH OF CLAYTON, hereby requests that it be allowed to participate in the cooperative arrangement described in the above-mentioned Agreement.

The municipality of BOROUGH OF CLAYTON acknowledges that it has received and reviewed the Agreement in its entirety, and agrees to be bound by its promises, covenants, terms and conditions, as well as by any rules and regulations duly promulgated by the Lead Agency and the members of the Cooperative Pricing System.

The municipality of BOROUGH OF CLAYTON shall likewise be entitled to all the rights and benefits of a member of the Cooperative Pricing System.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their authorized officers on the \_\_\_\_\_ day of June, 2020.

**BOROUGH OF CLAYTON**

**ATTEST:**

Christine Newcomb

  
\_\_\_\_\_  
**TOM BIANCO, MAYOR**