

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: Washington Township COUNTY: Morris

RECIPIENT: Washington Township COUNTY: Morris
MUA

BRIEF DESCRIPTION OF SERVICE:

Authorize Execution of Fuel Agreement Renewal with the Washington township
Municipal Utilities Authority

EFFECTIVE DATE: January 1, 2018

EXPIRATION DATE: December 31, 2019

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

RESOLUTION OF THE TOWNSHIP OF WASHINGTON

Morris County, New Jersey

No. R-187-17

Date of Adoption: December 18, 2017

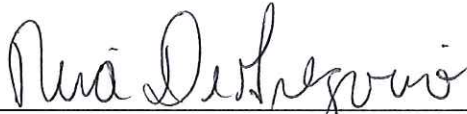
Title or Subject: Authorize Execution of Fuel Agreement Renewal With the Washington Township Municipal Utilities Authority

WHEREAS, the Township of Washington has an Agreement with the Washington Township Municipal Utilities Authority for the purchase of fuel from the Township at the fuel depot on Rock Road; and

WHEREAS, this Agreement has expired and all parties desire to renew this Agreement.


NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Washington, Morris County, New Jersey that the Mayor and the Clerk are authorized to execute an Agreement with the Washington Township Municipal Utilities Authority for the supply of fuel from the Township's fuel depot.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WASHINGTON



Kenneth W. Roehrich, Mayor

I, Nina DiGregorio, Township Clerk, do hereby certify that the foregoing resolution was adopted at a meeting of the Township Committee held on December 18, 2017.

Nina DiGregorio, Township Clerk

Date

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this day of , 2017, by and between:

TOWNSHIP OF WASHINGTON, a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 43 Schooley's Mountain Road, Long Valley, New Jersey 07853-0216,

(Hereinafter, "Washington")

and:

WASHINGTON TOWNSHIP MUNICIPAL UTILITY AUTHORITY, a body corporate and politic of the State of New Jersey, with offices at 46 East Mill Road, Long Valley, New Jersey 07853

(Hereinafter, "WTMUA")

WITNESSETH :

WHEREAS, the Township of Washington maintains a fuel depot; and

WHEREAS, the WTMUA has expressed a desire to purchase fuel from the Township for its vehicles and

WHEREAS, the Township and the WTMUA wish to enter into a written agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and Agreements herein contained, the parties hereto agree as follows:

1. The Township agrees to sell fuel from its depot to the WTMUA at a price equal to the cost of such fuel to the Township, plus either \$0.06 (six cents) per gallon or six percent (6%) of the per gallon cost, whichever is greater, to cover maintenance/overhead/capital improvements.

2. WTMUA agrees to pay for the fuel purchased in the following manner:

- a. It is estimated that the cost per year purchased by WTMUA from the Township will be \$14,000, which shall be payable in four equal quarterly installments due on February 1, May 1, August 1, and November 1, of each year.

b. The Township will debit each fuel purchase against the WTMUA account. At the end of the quarter if there is a deficiency in the account, the Township will so advise the WTMUA and the amount of the deficiency shall be added to the next quarterly payment. If there is a credit in the account at the end of any quarter, such amount shall be credited to the quarterly payment next due. If there is a credit in the account at the end of the term of this Agreement, such amount shall be returned to the WTMUA.

3. All WTMUA vehicles utilizing the Township's fuel depot must proceed directly to the fuel pumps and depart from the depot area immediately following the receipt of fuel. All drivers shall be responsible for shutting their vehicle's engine while the vehicle's fuel tank is being filled. Smoking is not permitted in the fuel depot area.

4. Fueling will be scheduled with the DPW Superintendent to avoid conflicts and congestion.

5. The WTMUA shall furnish the Township with a Certificate of Insurance which shall clearly show that insurance coverage with at least the following limits of liability will be in effect for the duration of this Agreement.

General Liability	\$1,000,000 per occurrence combined single limit for bodily injury and property damage.
Auto	\$1,000,000 per occurrence combined single limit for bodily injury and property damage.
Workers Compensation	Statutory coverage, including employer liability limits of \$500,000.

6. The Township agrees to indemnify and hold the Authority harmless from any liability or costs that may be incurred as a result of a fuel spill or leakage at the depot unless the spill or leakage is caused by negligence of the Authority or an agent or employee of the Authority.

7. The WTMUA may not assign its rights and obligations under this Agreement without the prior written consent of the Township.

8. This Agreement is effective January 1, 2018 and remains in effect through December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and caused their proper seals to be affixed hereto the day, and year first above written.

ATTEST:

TOWNSHIP OF WASHINGTON



Nina DiGregorio, Clerk

By: 

Kenneth W. Roehrich, Mayor

WITNESS:

WTMUA

By: _____