

**FRANKLIN TOWNSHIP  
RESOLUTION #2021-33**

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE  
MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO  
RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF  
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026.**

**WHEREAS**, the Morris County Cooperative Pricing Council (“MCCPC”) was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

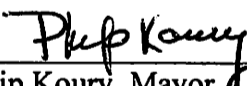
**WHEREAS**, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

**WHEREAS**, the Township of Franklin desires to enter into an Agreement with MCCPC, which is administered by Randolph Township as Lead Agency, to **renew** its membership in the MCCPC for the period of October 1, 2021 through September 30, 2026.

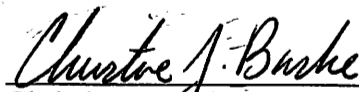
**BE IT RESOLVED** by the Township of Franklin, County of Hunterdon, State of New Jersey as follows:

1. The Town Committee of the Township of Franklin hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2021, pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for **renewal** of membership in the MCCPC for a five (5) year period from October 1, 2021, through September 30, 2026.
2. The Franklin Township Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Franklin Township officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

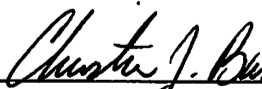
ADOPTED: 07/08/2021


  
\_\_\_\_\_  
Philip Koury, Mayor  
Township Committee

Attest and Affix Seal:

  
\_\_\_\_\_  
Christine J. Burke, RMC  
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on July 8, 2021.

  
\_\_\_\_\_  
Christine Burke, RMC  
Municipal Clerk





MORRIS COUNTY COOPERATIVE PRICING COUNCIL

A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council
502 Millbrook Avenue, Randolph, NJ 07869-3799
Tel: (973) 989.7059 • Fax: (973) 989.7076

MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this 8th day of JULY, 2021 by and between

FRANKLIN TOWNSHIP (HUNTERDON COUNTY)
202 SIDNEY ROAD
PITTS TOWN, NJ 08867
(Contracting Unit name and complete mailing address)

and:

MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP
OF RANDOLPH, a Municipal Corporation of the State of New Jersey,
502 Millbrook Avenue, Randolph, NJ, 07869
Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

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

1. The term of this Agreement shall be from **OCTOBER 1, 2021** to **SEPTEMBER 30, 2026**, subject to the approval of the Division of Local Government Services. Each Contracting Unit shall execute a separate, identical Agreement with the MCCPC establishing or renewing its membership with the MCCPC. All parties shall have approved the within Agreement by Ordinance or Resolution as appropriate. An executed Agreement and authorizing Ordinance or Resolution shall be submitted to the Lead Agency. Any party to this Agreement shall give written notice to the Lead Agency of its intention to terminate its participation in the MCCPC by August 31<sup>st</sup> of any year during the Agreement term. Said termination shall be effective on October 1<sup>st</sup> following said notice. The withdrawal of any member in the MCCPC shall not invalidate the Agreement.
2. The MCCPC shall be administered by the Lead Agency. The Lead Agency is hereby designated as Randolph Township. The Lead Agency shall prepare bid specifications, advertise for bids, receive and evaluate bids and award contracts pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
3. The Lead Agency shall have sufficient funds to enable it to administer the MCCPC.

It is agreed that each member shall pay to the Lead Agency an annual fee of One Thousand Two Hundred Fifty Dollars (**\$1,250.00**) as their estimated prorated share of the administrative expenses. **A DISCOUNT IN THE AMOUNT OF ONE HUNDRED FIFTY DOLLARS (\$150.00) SHALL BE APPLIED TO MEMBERS WHO SUBMIT THEIR PAYMENT EARLY.** A reduced fee of One Thousand One Hundred Dollars (**\$1,100.00**) can be submitted in lieu of the full fee if said payment is received by the Lead Agency within forty-five (**45**) days from the date of the invoice. The full fee is due to the Lead Agency within ninety (**90**) days from the date of the invoice. Failure of any member to submit the annual fee to the Lead Agency within ninety (**90**) days of the date of the invoice shall result in the termination of membership.

The annual fee is for the administration of the MCCPC and does not cover fees associated with litigation costs.

Members may join or rejoin the MCCPC at any time for a prorated fee to be determined by the Lead Agency.

4. Each member of the MCCPC shall provide the Lead Agency with one contact person. The MCCPC shall provide the designated contact person for each member with all notices and correspondence related to the MCCPC.
5. The Lead Agency shall hold an annual meeting of the members to update the members on the MCCPC activities, provide a forum for the exchange of ideas and to address any concerns.

6. The work, materials or supplies to be bid by the MCCPC may include the following:

| <b>Contract</b> | <b>Description</b>  |
|-----------------|---|
| #1              | Motor Gasoline  |
| #2              | #2 Fuel Oil (Heating)   |
| #3              | Rock Salt & Liquid Calcium Chloride   |
| #5              | Paving Materials  |
| #6              | Road Resurfacing  |
| #7              | Drainage Pipe (Delivered)   |
| #8              | Anti-Freeze   |
| #9              | Crushed Stone and Sand  |
| #10             | Lumber, Insulation, Hardware, Paint & Paint Supplies  |
| #11             | Motor Oils & Miscellaneous Lubricants   |
| #12             | #2 Ultra Low Sulfur Diesel Fuel   |
| #13-A           | Fire Equipment Services   |
| #13-B           | Fire Water Pumps on Motorized Fire Apparatus<br>(Repair/Rebuilding/Preventive Maintenance Contract) |
| #14             | Catch Basins & Manhole Castings   |
| #15-A           | Police Pursuit Vehicles   |
| #15-B           | Administrative Passenger Vehicles   |
| #15-C           | Utility Vehicles  |
| #15-D           | Service/Truck Bodies  |
| #15-E           | Hybrid Vehicles   |
| #15-F           | Cab/Chassis With Dump Bodies  |
| #16             | Office Supplies   |
| #17             | Water Treatment Chemicals   |
| #18             | Tree Removal, Trimming & Stump Grinding Services  |
| #19             | Concrete Blocks & Granite Curb Blocks   |
| #20-A           | Sporting Goods (Spring/Summer Sports)   |
| #20-B           | Sporting Goods (Fall/Winter Sports)   |
| #21             | Oil & Stone Treatment   |
| #22             | D.P.W. Uniforms/Work Shoes/Boots  |
| #23             | Police Uniforms & Equipment   |
| #24             | Bagged Cement & Poured Concrete   |
| #25             | Janitorial Supplies   |
| #26             | Beam Guide Rail & Safety Ends (Installed)   |
| #27             | Traffic Paint   |
| #28             | Traffic Sign Materials  |
| #29             | Pest Control Services (Buildings)   |
| #30             | Office Paper Supplies   |
| #31             | Calcium Chloride Bags   |
| #33             | Clay and Infield Mix for Athletic Fields  |
| #34             | Tree Spraying   |
| #35             | Light Bulbs   |
| #36             | Traffic Striping on Roadways  |

|     |   |
|-----|---|
| #37 | Traffic Signal Maintenance & Repairs  |
| #38 | Preventive Maintenance/Repair of Communications Equipment (Radios)                                    |
| #39 | Furnishing Trophies & Plaques   |
| #40 | Personal Protection Items & Equipment for Emergency Personnel   |
| #41 | Purchase of Communications Equipment (Radios), No Installation  |
| #42 | Landscaping Materials & Supplies  |
| #43 | Propane Gas   |
| #46 | Preventive Maintenance & Repairs of Emergency Generators  |
| #47 | Water Meters/Data Recorders & Radio Frequency Meter Interface Units                                   |
| #49 | Disposal/Recycling of Municipal Road Clean-Up Materials (Street Sweepings/Asphalt/Concrete/Soil/Dirt) |
| #50 | Fire Department Uniforms (Purchase)   |
| #51 | Deer Carcass Removal & Disposal   |
| #52 | Fire Alarms, Sprinklers, Standpipe Systems, Fire Pumps (Preventive Maintenance Contract)              |
| #53 | Fencing Materials & Installation  |

Contracts may be added or deleted as determined by the Lead Agency to be in the best interests of the MCCPC.

7. During the preparation of the bid specifications, the Lead Agency shall solicit estimated quantities of materials desired from the members for those contracts where appropriate. Said estimated quantities shall be included in the bid specifications. The bid specifications shall clearly provide to all vendors that said estimated quantities are simply estimates and the actual quantity ordered may be more or less. Similarly, members may not rely upon the estimated quantity submitted but instead all orders are subject to availability by the vendor at the time the order is actually placed by the member. Pursuant to N.J.A.C. 5:34-7.12(a), a member of the MCCPC which has not submitted estimated quantities for a contract to the MCCPC prior to the advertisement for bids may participate in the resulting contract only with prior written approval of the MCCPC and the successful vendor.
8. The ordering of materials or services through the MCCPC contracts shall be the individual responsibility of each of the members and the vendor shall bill each of the members directly for the materials or services obtained by that member directly. Each of the members shall be liable only for materials and services ordered by and received by it, and none, by virtue of this Agreement, assures any additional liability. Additionally, the MCCPC and the Lead Agency are not liable for materials or services ordered by and received by the individual members.
9. All complaints and/or problems associated with contracts awarded through the MCCPC must be submitted in writing to the Lead Agency. To the extent possible given the limited jurisdiction of the MCCPC, the Lead Agency will attempt to resolve all issues on behalf of its members. Reporting of all issues is also required so that they can be taken into consideration for future contracts.

10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into contracts for the purchase of goods or services individually on its own behalf.

11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.

12. 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 executed by their authorized officers the day and year written below.

ATTEST:

Christine J. Burke  
Signature of Witness

CHRISTINE BURKE, MUNICIPAL CLERK  
Printed Name of Witness

Date: 07/08/2021

ATTEST:

\_\_\_\_\_  
Jenny Lambert  
Secretary/MCCPC Coordinator

Date: \_\_\_\_\_

FRANKLIN TOWNSHIP (HUNTERDON COUNTY)  
Contracting Unit Name

Philip Koury  
Signature of Official

PHILIP KOURY, MAYOR  
Printed Name of Official

Date: 07/08/2021

MORRIS COUNTY COOPERATIVE PRICING  
COUNCIL by TOWNSHIP OF RANDOLPH  
as Lead Agency

\_\_\_\_\_  
Stephen P. Mountain  
Township Manager

Date: \_\_\_\_\_

MCCPC CONTACT INFORMATION

The MCCPC regularly sends emails to our members throughout the year, typically requesting estimated quantities as we prepare to go out to bid and updates on contracts that are currently in effect.

The current email list we have for all of our members has unfortunately become too large and unwieldy. There are so many staff changes throughout the year and it has become impossible to maintain a current listing.

Therefore, please designate a main contact person and one or two alternates who would be responsible to receive and forward emails to others within your organization as appropriate. We would recommend you appoint a representative from your Administration Department, DPW Department and Purchasing Office, however the choice is yours.

Please fill out the information below and email ([jlambert@randolphnj.org](mailto:jlambert@randolphnj.org)), fax (973-989-7076) or mail the sheet back along with your agreements and resolution/meeting minutes.

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Town/BOE/MUA Name: Franklin Township (Hunterdon County)

Main Contact Name: Alan Dilley Title: Public Works Supervisor  
Email Address: dpw@franklin-twp.org Phone Number: 908-735-8384

Alternate Name: Christine Burke Title: Municipal Clerk  
Email Address: clerk@franklin-twp.org Phone Number: 908-735-5215 x2

Alternate Name: Catherine Innella Title: Deputy Municipal Clerk  
Email Address: ftadmin@franklin-twp.org Phone Number: 908-735-5215 x3

Thank you!