

RESOLUTION BY THE TOWN BOARD IN RELATION TO  
AGREEMENT FOR USE OF COUNTY FUEL MASTER SYSTEM

TOWN OF DELHI  
RESOLUTION 14 of 2010

RESOLVED: That in pursuance of Delaware County Resolution No. 303 of 2000, the Town Board of the Town of Delhi hereby approves a certain agreement executed by the Town Superintendent of Highways of the TOWN OF DELHI with the County Superintendent of Highways of Delaware County for the use of Delaware County Department of Public Works automated fuel system upon the terms, rules and regulations as are contained in copy of such agreement that is annexed hereto and made a part hereof.

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STATE OF NEW YORK )  
 )s.s.:  
COUNTY OF DELAWARE )  
 )  
TOWN OF DELHI )

I, Deborah J. Corcoran Dep. Clerk of the Town of Delhi in the County of Delaware, State of New York, do hereby certify that I have compared the preceding copy of a resolution with the original thereof, duly adopted by the Town Board of such town at a (regular) ~~(special)~~ meeting of such board held on November 15, 2010, and that the same is a true and correct copy of such resolution and of the whole thereof.

In Testimony whereof I have hereunto set my hand and affixed the seal of said Town this 16 day of November, 2010.

(Town Seal)

Deborah J. Corcoran, Deputy  
Dep. Town Clerk of the Town of Delhi

Attachment A

Rules for Fuel Master System use:

1. Each user is assigned a key and will be responsible for all transactions made with that key.
2. If a key is lost, it is the responsibility of the user to notify the Department of Public Works immediately.
3. Each vehicle receiving fuel is assigned a key.
4. It is the responsibility of the municipality to notify the Department of Public Works when a user no longer has access to the system and return their key to the DPW.
5. It is the responsibility of the municipality to provide DPW with updated vehicle and user information.
6. Any time a user is unable to obtain fuel they must immediately report it to the DPW offices.
7. The municipality is responsible for all transactions made from their keys. Any questionable transactions will be the responsibility of the municipality.
8. Any spills of fuel or gas are to be reported immediately to the DPW office during working hours or the Sheriff's office during off hours.

## AGREEMENT FOR USE OF FUEL MASTER SYSTEM

THIS AGREEMENT made this 15 day of November, 2010 by and between the County of Delaware (hereinafter called "County") acting by its Commissioner of Public Works (hereinafter referred to as "Commissioner") and the Town of Delhi (hereinafter called "Town/Village") acting by its Town Superintendent of Highways as follows:

WHEREAS, the New York State Comptroller's Office has recommended the County allow local municipalities and fire departments the use of their Fuel Master System; and

WHEREAS, the County has the capacity and staff to administer the system for local agencies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is hereby agreed as follows:

The Town of Delhi shall:

- Pay to the Delaware County Department of Public Works a start up fee in the amount of \$5.00 per user and vehicle. This fee is to cover costs of entering the Town's data into the system, supplying keys for the vehicles and users, and invoicing.
- Pay to the County a fee of \$4.50 for any replacement keys or new keys after the initial set up.
- Follow all rules pertaining to the use of the system as outlined in Attachment A.
- Submit payment to the County within 30 days from receipt of any invoice.
- Provide the County, at least 30 days prior to the commencement of this agreement, the following information:
  - list of all users with required data
  - list of all vehicles with required data
- Following initial training, train all new personnel on the use of the system.
- If the Preventive Maintenance option is selected with on site key service, pay a \$25.00 monthly fee for reprogramming their vehicle keys. All keys will be reprogrammed at a specified time and date on a monthly basis.

The County shall:

- Provide the Town of Delhi with diesel and/or unleaded gas from the County's automated pumps.
- Submit an invoice monthly to the Town of Delhi.
- Charge fuel based on the previous month's average state bid price cost plus \$.10/gallon surcharge.
- Provide initial training to the Town of Delhi on using the system.
- Provide documentation showing that all fuel was purchased on state bid. The surcharge will cover all administrative costs, maintenance of the tanks and pumps, and reporting to regulatory agencies as required.
- Provide an optional Preventive Maintenance notification for the user. This program would give a message to the user when they vehicle they are fueling is overdue for maintenance. A County representative would be provided to re-program vehicle keys on a monthly basis at the fuel sites for all municipalities which opt for the preventative maintenance program with on site service. The municipality has the option to use the PM program but have their keys re-programmed in Delhi. If the Delhi option is selected it would be done at no cost to the municipality.

The parties agree:

- The term of this agreement shall be for the term commencing with the execution of the agreement and shall have an initial term of one (1) year, or December 31, 2011 whichever comes first. Upon expiration of such initial term, this agreement shall be automatically renewed for successive one year terms; provided that either party hereto may terminate this agreement at any time with or without cause on thirty (30) days prior written notice to the other party.
- This agreement shall bind the successors, assigns and representatives of the parties hereto.
- The County will not be responsible for any problem occurring due to breakdown of the system. It will be the Town/Village's responsibility to obtain any necessary fuel if unable to use the system.
- The County reserves the right to increase the fees for keys with 30 days notice prior to the renewal of the contract on the first of January of each year.

IN WITNESS WHEREOF, this agreement has been executed by the County of Delaware acting by and through the Commissioner of Public Works and the Town of Delhi acting by and through the Highway Superintendent, on the day and year first above written.

COUNTY OF DELAWARE (L.S.)

By Wayne D. Reynolds  
County Superintendent of Highways

TOWN OF DELHI (L.S.)

By Robert A. Howard  
Town/Village Superintendent of Highways

STATE OF NEW YORK )  
) s.s.:  
COUNTY OF DELAWARE )

On this 18<sup>th</sup> day of November 2010, before me personally came Wayne D. Reynolds, to me known and known to me to be the Delaware County Commissioner of Public Works, the person described as such in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same as such Delaware County Commissioner of Public Works for the purpose therein mentioned.

Lisa Henderson  
Notary Public

**LISA HENDERSON**  
Notary Public, State of New York  
No. 01HE6061824  
Qualified in Delaware County  
My Commission Expires July 23, 2011

STATE OF NEW YORK )  
) s.s.:  
COUNTY OF DELAWARE )

On this 16 day of November 2010, before me personally came Robert Howard to me known and known to me to be the Highway Superintendent of the Town of Delhi described as such in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same as such Highway Superintendent of the Town of Delhi for the purpose therein mentioned.

Nancy J. Lee  
Notary Public

**NANCY J. LEE**  
Notary Public, State of New York  
No. 01GI4748469  
Qualified in Delaware County  
Commission Expires Dec. 31, 2013