SALEM COUNTY IMPROVEMENT AUTHORITY

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Resolution # 2014-601

RESOLUTION

June 12, 2014

Of The Salem County Improvement Authority
In The County Of Salem, State Of New Jersey

RESOLUTION AUTHORIZING THE SALEM COUNTY IMPROVEMENT AUTHORITY HEREINAFTER REFERRED TO AS “PARTICIPATING CONTRACTING UNIT” TO ENTER INTO A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF SALEM, HEREINAFTER REFERRED TO AS THE “LEAD AGENCY” FOR THE CONDUCTING OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF MOTOR FUELS FOR THEIR RESPECTIVE JURISDICTIONS

BE IT RESOLVED by the Salem County Improvement Authority in the County of Salem, and in the State of New Jersey:

This Resolution shall be known and may be cited as the Commodity Resale Resolution of the Salem County Improvement Authority.

Pursuant to the provisions of N.J.A.C. 5:34-7, the Salem County Improvement Authority is hereby authorized to enter into a Commodity Resale Agreement with the Lead Agency or any other contracting unit within the County of Salem for the purchase of motor fuels.

The Lead Agency entering into contracts on behalf of the Salem County Improvement Authority shall be responsible for complying with the provisions of 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.

All Resolutions or parts thereof that are inconsistent with this Resolution shall be hereby repealed.

This Resolution shall take effect immediately upon final passage and publication according to the law.

ATTEST:

Lew Schneider, Secretary

Robert E. Widdifield, Chairman

June 12, 2014
Date
CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held June 12, 2014.

Lew Schneider, Secretary
COMMODITY RESALE AGREEMENT
FOR MOTOR FUELS

THIS SERVICE AGREEMENT, hereinafter referred to as the "Agreement", is
made on this 10th day of June, 2014, by and between the County of
Salem, a Municipal Corporation located in the State of New Jersey with offices located at
24 Market Street, Salem, New Jersey, hereinafter referred to as the "County", and
Salem County Improvement Authority, hereinafter referred to as the "Member",
with offices located at 199 East Broadway, Salem, NJ 08079

WITNESSETH:

WHEREAS, the County owns and operates a motor fuel storage and dispensing
system for the motor fuel needs of the County, and:

WHEREAS, the Member is desirous of making use of the motor fuel system
owned by the County and located at the Salem County Road Department, 153 Cemetery
Road, Pilesgrove, New Jersey.

NOW, THEREFORE, in consideration for the promises and of the mutual
covenants herein contained, the parties hereto agree as follows:

1. SUPPLY OF MOTOR FUEL.
The County will provide the motor fuels (89 octane gasoline and 4.2 diesel
fuel) as required each month by the Member.

2. BASE MOTOR FUEL RATE AND TIME OF PAYMENT
The rate which the Member shall pay for the motor fuel supply pursuant to
this Agreement shall be computed as follows: The sum of the contract cost
which the County pays for motor fuels plus an administrative service charge
of $0.35 per gallon or the amount of motor fuel actually supplied to the
Member each month.
Payment shall be made within sixty (60) calendar days after receipt of billing from the County and said billing period shall be the beginning of the calendar month prior.

3. **PAYMENT OBLIGATIONS**

A monthly invoice for the previous month's usage shall be forwarded to the Member on or before the tenth (10th) of each month. Payment shall be made as required under Section Two of this Agreement. All checks shall be made payable to the Salem County Treasurer and shall be mailed to 94 Market Street, Salem, New Jersey, 08079, Attention: Katie B. Coleman. Failure to pay for two (2) consecutive billing periods shall constitute cause for termination of this Agreement. This Agreement shall be subject to the availability of funding as appropriated by the Member.

4. **FUEL DISPENSING**

All motor fuels to be supplied by the County to the Member shall be dispensed by metered pumps located at the Salem County Road Department, 153 Cemetery Road, Pilesgrove, New Jersey.

5. **MOTOR FUEL DISPENSING SYSTEM**

The County will maintain, at its own cost, the motor fuel dispensing system. The Member shall have the right at any time to verify the accuracy of the dispensing system at their expense. The Member shall give the County's Road Supervisor ten (10) business days written notice prior to conducting any test. The Member shall be assigned a Personal Identification Number (PIN) for each Member vehicle receiving motor fuel as per this Agreement.

6. **HOURS OF SERVICE**

Unless notified in writing, the supply of motor fuels shall be available twenty-four (24) hours per day, seven (7) days per week. The County shall
not be liable to the Member in the event access to the fuel pumps is prevented by snow, ice, loss of electricity, mechanical failure, or by an Act of God. In addition, the County shall not be liable to the Member in the event of a motor fuel shortage or mechanical failure of the motor fuel dispensing system.

7. EMERGENCIES

In the event of an emergency, the County shall use its best efforts to provide the motor fuels described herein in the amounts that the Member may require.

8. MOTOR FUEL RATE CHANGES

The parties to this Agreement acknowledge and understand that the contract cost stated in Paragraph Two shall fluctuate based upon the contract rate that the County must pay for the delivery of motor fuels to its facility. The County shall notify the Member of any changes in the method of contract cost calculation not less than thirty (30) calendar days before imposing such rate change.

9. EXCUSED PERFORMANCE

The County agrees to use its best efforts to provide a continuous, regular, and uninterrupted supply of motor fuel, subject to the terms of this Agreement. The County shall not, however, be liable to the Member for any damages, consequential or otherwise, in the event that it does not supply the said types of motor fuels to the Member in an amount sufficient to meet the Member's needs.

10. CONTRACTUAL LIABILITY

This Agreement shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.
11. **TERMINATION**

This Agreement shall be in effect for a period of five (5) years upon approval by the governing bodies of the County and the Member and shall be subject to the availability of funds as appropriated by the Member.

Either party may terminate this Agreement without cause upon ninety (90) calendar days advance notice, by certified mail, to the official address of the other party.

12. **GOVERNING LAW**

This Agreement shall be governed by, and interpreted in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

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**ATTEST:**

Kevin Crouch, Clerk of the Board
Clerk of the Board

COUNTY OF SALEM

By Julie A. Acton
Director
Board of Chosen Freeholders

**ATTEST:**

Name: Lawrence Schneider
Title: Secretary

MEMBER

By Robert E. Wilksfield
Name: Robert E. Wilksfield
Title: Chairman
Agency: Salem County Improvement Authority