

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2019-65

October 10, 2019

RESOLUTION AUTHORIZING THE SALEM COUNTY IMPROVEMENT AUTHORITY (“SCIA”) TO ENTER INTO A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF SALEM (“COUNTY”) FOR THE CONDUCTING OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF MOTOR FUELS FOR THEIR RESPECTIVE JURISDICITONS

WHEREAS, SCIA has the need for motor fuel to operate the Salem County Landfill facility:
and

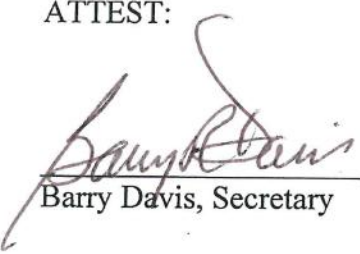
WHEREAS, the County owns and operates a motor fuel storage and dispensing system for the motor fuel needs of the County; and

WHEREAS, SCIA desires to use the motor fuel system owned by County located at the Salem County Road Department, 153 Cemetery Road, Pilesgrove, New Jersey;


NOW THEREFORE BE IT RESOLVED, that pursuant to the provisions of N.J.A.C. 5:34-7, SCIA is hereby authorized to enter into a Commodity Resale Agreement with County or any other contracting unit within the County of Salem for the purchase of motor fuels (see attached);

NOW THEREFORE BE IT FURTHER RESOLVED, that County entering into contracts on behalf of SCIA 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.

ATTEST:



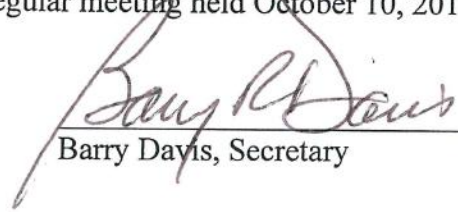
Barry Davis, Secretary



Cordy Taylor, Chairman

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 October 10, 2019.



Barry Davis, Secretary

SALEM COUNTY COMMODITY RESALE AGREEMENT
FOR MOTOR FUELS

THIS SERVICE AGREEMENT, hereinafter referred to as the "Agreement", is made on this _____ day of _____, 2019, by and between the County of Salem, a Municipal Corporation located in the State of New Jersey with offices located at 94 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 52 McKillip Road, Alloway, NJ 08001.

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:

SUPPLY OF MOTOR FUEL

The County will provide the motor fuels (89) octane gasoline and # 2 diesel fuel as required each month by the Member.

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 (\$0.10 per gallon for unleaded and \$0.17 per gallon for diesel) on 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.

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 110 5th Street, Salem, New Jersey, 08079, Attention: Treasurer. 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.

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.

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.

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.

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.

MOTOR FUEL RATE CHANGES

The parties to this Agreement acknowledge and understand that the contract cost stated in Paragraph Two (2) 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.

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.

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.

TERMINATION

This Agreement shall be in effect for a period of five (5) years upon adoption of Resolutions 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.

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.

ATTEST:

COUNTY OF SALEM

Stacy L. Pennington
Clerk of the Board

By _____
Benjamin H. Laury, Director
Board of Chosen Freeholders

ATTEST:

MEMBER

Name:
Title:

By _____
Name:
Title:
Municipality/Agency: