

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2022-63

July 14, 2022

RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITHOUT BIDDING IN ACCORDANCE WITH N.J.S.A. 40a:11-6 FOR THE PURPOSE OF AMENDING THE EXISTING CONTRACT WITH C&H DISPOSAL FOR THE HAULING, TRANSPORTING AND DELIVERING OF LEACHATE AND SEWAGE

WHEREAS, the Salem County Improvement Authority (“SCIA”) has been made aware of an emergent situation which will directly impact the public health, safety and welfare as more particularly described herein and which requires prompt and immediate action on the part of SCIA to address such emergent situation; and

WHEREAS, N.J.S.A 40A:11-6 provides for the award of an emergency contract without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services, providing that the awarding of any such contract is made in accordance with the procedures set forth in said statute; and

WHEREAS, in accordance with the provisions of N.J.S.A 40A:11-6 the nature and extent of the emergency situation, to the degree presently known, and the relevant circumstances are as follows:

A. C&H Disposal Services, Inc. (hereinafter “C&H”) is presently under contract with SCIA to provide services in the form of the hauling, transporting and delivering of leachate and sewage from the Salem County Landfill (the “Contract”). The contract in question was awarded in April of 2019 and extended for a period of two (2) years by SCIA pursuant to Resolution No. 2021-66, with the current date of expiration to occur on May 15, 2023.

B. C&H has represented to SCIA that C&H is unable to continue to perform the Contract under its current pricing terms due to circumstances beyond the control of C&H and which are expected to continue for the foreseeable future (the “Emergency Circumstances”). The Emergency Circumstances include extreme inflation, unprecedented escalating labor costs and dramatic fuel cost increases all of which have resulted in unforeseen losses.

C. C&H has further represented that without an adjustment to the Contract pricing terms, it will be unable to continue to provide services under the Contract.

D. SCIA confirms and acknowledges the extraordinary economic hardships that have hit the State of New Jersey and throughout the country, particularly the dramatic increase in the cost of diesel fuel. The dramatic increase in the cost of diesel fuel has forced many public entities to adjust similar municipal contracts in the interest of continuing necessary services without interruption.

E. SCIA had determined that the hauling, transporting and delivery of leachate and sewage is a necessary service provide to SCIA. The abrupt or sudden halt of such services would cause major disruptions to the operation of the Salem County Landfill and cause a serious potential health hazard for the

general public. The potential hazard that would be caused by an abrupt or sudden halt of such services requires that SCIA address the emergency situation immediately.

WHEREAS, SCIA and C&H have engaged in good-faith negotiations in an effort to reach a solution to the emergency situation which has resulted a recommended amendment to the Contract as follows:

A. SCIA agrees to pay an additional \$20.00 for each and every trip hauling leachate or sewage by C&H from the Salem County Landfill; and

B. The additional \$20.00 payment shall remain in effect until the end of the Contract on May 15, 2023 or until such time as the cost of diesel fuel goes below the sum of \$5.00 per gallon in the South Jersey area, whichever of the two (2) events occurs first. SCIA shall have the full and sole discretion to make the determination that the cost of diesel fuel has dropped below the \$5.00 threshold and to cancel the Amended Contract; and

C. The Amended Contract and the additional \$20.00 cost shall be retroactive to June 9, 2022, the date the SCIA Board considered the representations of C&H; and

D. The terms and conditions of the amendment to the Contract are contained in Exhibit A, which is attached and made a part of this resolution.

WHEREAS, the Chief Financial Officer has certified the availability of funds for the emergency amendment to the Contract; and

NOW, THEREFORE, BE IT RESOLVED by SCIA as follows:

1. The allegations of the preamble set forth above are incorporated herein by way of reference and are hereby adopted as factual findings.

2. SCIA determines that an emergency situation exists which requires immediate action in the form of an Amended Contract with C&H in order to avert the potential hazardous and detrimental damage to the public health, safety and welfare.

3. The Executive Director, Chairman of the Board and/or Board Secretary are authorized to enter an Amended Contract with C&H effective June 9, 2022, in accordance with the terms and conditions outlined above and in the amendment to the Contract attached hereto as Exhibit A.

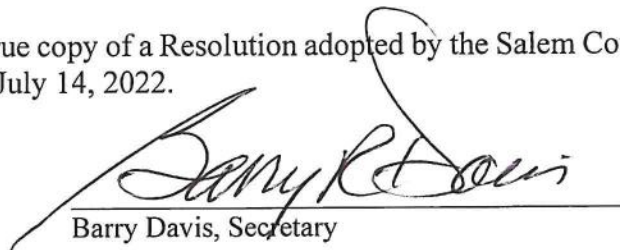
ATTEST:


Barry Davis, Secretary


Cordy Taylor, Chairman

CERTIFICATION

I certify that the foregoing is a true copy of a Resolution adopted by the Salem County Improvement Authority at a meeting thereof held on July 14, 2022.


Barry Davis, Secretary

AMENDMENT TO THE CONTRACT BETWEEN
SALEM COUNTY IMPROVEMENT AUTHORITY
AND
C&H DISPOSAL SERVICES, INC.

This Amended Contract is entered into _____ 2022 and shall become effective retroactive to June 9, 2022, by and between the Salem County Improvement Authority (“SCIA”) and C& H Disposal Services, Inc. (“C&H”).

WHEREAS, the parties, after competitive bidding, entered into a contract for C&H to provide services to SCIA in the form of hauling, transporting and delivering leachate and sewage from the Salem County Landfill (the “Contract”) in April of 2019, with said Contract having been extended pursuant to the terms of the Contract to May 15, 2023 pursuant to Resolution No. 2021-66; and

WHEREAS, C&H has represented to SCIA that C&H is unable to continue to perform the Contract under its current pricing terms due to circumstances beyond the control of C&H and which are expected to continue for the foreseeable future (the “Emergency Circumstances”). The Emergency Circumstances include extreme inflation, unprecedented escalating labor costs and dramatic fuel cost increases all of which have resulted in unforeseen losses; and

WHEREAS, SCIA has determined that an emergency situation exists which requires immediate action in the form of an Amended Contract with C&H in order to avert the potential hazardous and detrimental damage to the public health, safety and welfare; and

WHEREAS, after good faith negotiations, the parties have agreed to amend the Contract as follows:

A. SCIA agrees to pay an additional \$20.00 for each and every trip hauling leachate or sewage by C&H from the Salem County Landfill; and

B. The additional \$20.00 payment shall remain in effect until the end of the Contract on May 15, 2023 or until such time as the cost of diesel fuel goes below the sum of \$5.00 per gallon in the South Jersey area, whichever of the two (2) events occurs first.

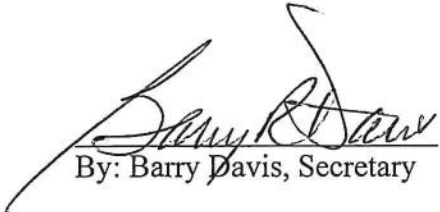
The determination that the cost of diesel fuel has dropped below the \$5.00 threshold and to cancel the Amended Contract shall be at the full and sole discretion of SCIA; and

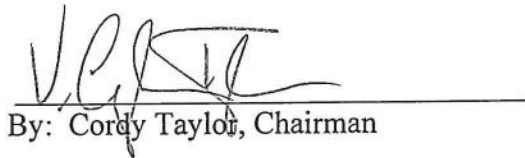
C. This Amended Contract and the additional \$20.00 cost shall be retroactive to June 9, 2022, the date the SCIA Board considered the representations of C&H; and

All other articles and provisions of the Contract dated April 2019, shall remain in full force and effect and are unchanged by this Amended Contract.

ATTEST:

Salem County Improvement Authority


By: Barry Davis, Secretary


By: Cordy Taylor, Chairman

Dated:

ATTEST:

C&H Disposal Services, Inc.

By:

By:

Dated: