

RESOLUTION NO. 108-2025
AUTHORIZING PARTICIPATION IN THE CITY OF LONG BRANCH
COMMODITY RESALE SYSTEM FOR THE PURCHASE OF FUEL

Councilmember Bieber offered the following resolution for approval; seconded by Councilmember Leckstein:

WHEREAS, N.J.A.C. 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

WHEREAS, the City of Long Branch maintains a facility at its Public Works Yard for storage of gasoline and diesel fuel for use by its Public Works Department; and

WHEREAS, the City of Long Branch established and operates the Long Branch City Commodity Resale System for the purpose of reselling to its members certain commodities, namely diesel fuel and unleaded gasoline; and

WHEREAS, the Borough of Sea Bright has determined that it would be a benefit to its taxpayers to participate in the Long Branch City Commodity Resale System for the purchase gasoline and diesel fuel; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Sea Bright, County of Monmouth, State of New Jersey, do hereby authorize participation in the Long Branch City Commodity Resale System for the purchase of gasoline and diesel fuel and authorize the Mayor and Borough Clerk to execute such an agreement with the City of Long Branch in accordance with the terms and conditions of the agreement annexed hereto, for a term through April 25, 2028; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the following:

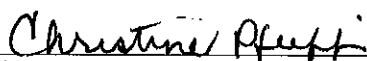
1. Administrator, City of Long Branch
2. Chief, Sea Bright Police Department
3. Chief, Sea Bright Fire Department
4. Director of Public Works
5. Finance Manager
6. CFO Michael Bascom

Roll Call:	Bieber,	Catalano,	Gorman,	Keeler,	Lamia,	Leckstein
	Yes	Yes	Yes	Yes	absent	Yes

May 20, 2025

CERTIFICATION

I, Christine Pfeiffer, Borough Clerk, do hereby certify that the foregoing is a Resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on May 20, 2025.


Christine Pfeiffer, Borough Clerk

AGREEMENT

THIS AGREEMENT MADE THIS 24 DAY OF APRIL , IN THE YEAR TWO THOUSAND AND TWENTY- FIVE

**BETWEEN: CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740**

a municipal corporation of the State of New Jersey;
hereinafter called the CITY;

AND

**BOROUGH OF SEA BRIGHT
1099 Ocean Avenue
Sea Bright, NJ 07760**

hereinafter called the BOROUGH

WITNESSETH:

WHEREAS, the City of Long Branch, acting as the Lead Agency, has established the Long Branch Commodity Resale System for the purpose of re-selling to its members certain commodities, namely diesel fuel and unleaded gasoline, and snow removal chemical; and

WHEREAS, the Borough of Sea Bright is desirous of membership in said System in order to purchase diesel fuel and unleaded gasoline from the City.

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. SUPPLY OF FUEL

1.1 The City of Long Branch will provide to the Borough an estimated 12,000 gallons of 87 octane-unleaded gasoline, and an estimated 4,000 gallons of diesel fuel per year.

2. FUEL DISPENSING SYSTEM

2.1 All fuel to be provided to the Borough will be dispensed at the City's computerized, metered fuel dispensing system, located at the Public Works Yard, 636 Joline Avenue, Long Branch.

2.2 The Borough shall have the right, at any time to verify the accuracy of the

dispensing system at its own expense. The Borough shall give the City Public Works Director ten (10) days written notice prior to conducting any test.

- 2.3 The City shall assign to the Borough entrance keys to the fuel dispensing system. The keys shall only be used to dispense fuel to authorized Board vehicles or equipment. The Borough shall be charged for the actual cost of keys assigned to its vehicles. The keys shall remain the property of the City.

3. EXCUSED PERFORMANCE

- 3.1 The City agrees to use its best efforts to provide a continuous and uninterrupted supply of fuel, subject to the terms of this agreement.
- 3.2 In the event of an interruption of fuel supply, due to inoperable pumps, lack of fuel, interruption of electrical power, or other such reason as to cause the fuel dispensing system to be inoperable, the Public Works Director will notify a designated representative of the Borough. Upon notification, the Borough will, for the length of time of the interruption, obtain its fuel from an alternate source of its choice. The City will be held harmless for any and all costs the Borough may incur in obtaining fuel during the interruption of service.

4. HOURS OF SERVICE

- 4.1 Unless notified in writing to the contrary, the supply of fuel is available twenty-four hours per day, seven days per week.

5. FUEL PRICE

- 5.1 The price per gallon to be charged to the Borough for all gas consumed shall be the highest price paid by the City to its supplier during that calendar month. In the event that no fuel was purchased during that calendar month, the highest price paid during the prior month shall be charged.
- 5.2 Documentation on the City's cost for fuel will accompany the monthly bill to the Borough.
- 5.3 In entering into this agreement, the Borough acknowledges its understanding that the price paid by the City to its supplier for fuel fluctuates in accordance with the terms of New Jersey State Contract for fuel, based on postings in the New York Journal of Commerce. The Borough will be notified in advance of any changes in the City's contract for purchase of fuel.
- 5.4 The City reserves the right to charge members of the Commodity Resale System an administrative fee of \$.025 per gallon of fuel purchased. Said administrative fee shall be utilized to offset the cost of maintenance and

repairs to the City's fuel dispensing system. This fee will be itemized separately on the monthly invoices.

6. ESCROW DEPOSIT WAIVED N/A

- 6.1 Upon execution of this agreement, the Borough will establish with the City an **escrow deposit of \$** , which is approximately equal to two months estimated fuel cost. This shall be a one-time escrow deposit, and shall be held by the City for the length of this agreement.
- 6.2 In the event that this agreement is terminated, the City, within thirty (30) days, will return the escrow deposit, less the cost of any outstanding bills for fuel used by the Borough.
- 6.3 The City reserves the right to review the amount of the escrow deposit, based on the actual usage by the Borough for a given twelve-month period, and to adjust the required escrow amount required accordingly.
- 6.4 *The City will waive the requirement of an escrow deposit if the Borough agrees, during the term of the contract, to process and provide payment to the City within ten business days of receipt of an invoice for prior month's fuel usage.*
Initial here acknowledging agreement to this contract condition _____.

7. PAYMENT OBLIGATION

- 7.1 The City will bill the Borough, by the tenth of each month, for the prior month fuel usage. The bill will be accompanied by a report from the City's fuel dispensing system which details the usage by date, and key assignment.
- 7.2 The Borough agrees to reimburse the City for the cost of fuel consumed within forty-five days of receipt of the invoice for same.

8. INDEMNIFICATION

- 8.1 The Borough shall completely indemnify, protect, and hold harmless the City from any and all costs, expenses, liability, losses, claims, suits, and proceedings of any nature whatsoever relative to the City's provision and dispensing of fuel to the Borough.

9. TERM OF AGREEMENT

9.1 This agreement shall be in effect for a period from date of execution of the agreement documents by both parties through the current term of the Long Branch Commodity Resale System, which is April 25, 2028.

10. TERMINATION OF AGREEMENT

10.1 This agreement may be terminated by either party upon ninety (90) days advance written notice, by certified mail, to the official address of the other party.

11. GOVERNING LAW

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

IN WITNESS WHEREOF, the **CITY** has caused this instrument to be signed by **MAYOR**, attested by **CLERK**, and the Municipal Seal to be hereunto affixed, and **BOROUGH** has caused this instrument to be signed by its officers and its proper seal to be hereto affixed, the day and year first above mentioned.

CITY OF LONG BRANCH

By: _____
Mayor

Attested by: _____
City Clerk

Date: _____

BOROUGH OF SEA BRIGHT