

**BASIS FOR AN AGREEMENT  
FOR THE RESALE OF GASOLINE AND DIESEL FUEL  
AS PART OF A COMMODITY RESALE SYSTEM**

**AN AGREEMENT** for the resale of Gasoline, Diesel Fuel, Ice Removal Chemicals and Public Works Materials, by and between Township of Franklin and **The County of Gloucester** entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (N.J.A.C. 5:34-7.1 et seq.).

**WHEREAS, The County of Gloucester** created a Commodity Resale System for its own need for Diesel Fuel, Gasoline, Ice Removal Chemicals and Public Works Materials.

**WHEREAS,** Township of Franklin is desirous of making use of this Commodity System on an as needed basis.

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

**1. PAYMENT OBLIGATION**

A monthly invoice for the previous month's usage shall be forwarded from the County of Gloucester to Township of Franklin on or before the first day of each month. Monies received from Township of Franklin shall be placed in the account associated with that commodity. If Township of Franklin has a negative cash balance for three (3) consecutive billing periods, that shall constitute cause for termination of the Agreement. Prior to any termination, Township of Franklin shall receive a thirty (30) day advance notice regarding its negative cash balance.

**2. EMERGENCIES**

In the event of an emergency, The County of Gloucester will use its best efforts to provide any of these commodities that each member requires.

**3. TERMINATION**

This Agreement shall be in effect to a period of five (5) years upon approval by the governing bodies of The County of Gloucester and **Township of Franklin**. Either party may terminate this Agreement with thirty (30) days advance notice by certified mail, to the official address of the other party.

**4. 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.

**THE COUNTY OF GLOUCESTER:**

**BY: \_\_\_\_\_**  
**FRANK J. DiMARCO, COMMISSION DIRECTOR**

**ATTEST:**

**BY: \_\_\_\_\_**  
**LAURIE J. BURNS, CLERK OF THE BOARD**

**PARTICIPATING UNIT:**

**By: \_\_\_\_\_**

John Bruno, Mayor – Township of Franklin