

Resolution Number 2013-07
Hamiltonban Township, Adams County, Pennsylvania

**A RESOLUTION AUTHORIZING THE ENTRY INTO AN AGREEMENT BETWEEN
HAMILTONBAN TOWNSHIP AND FAIRFIELD MUNICIPAL AUTHORITY FOR THE
USE OF THE HAMILTONBAN TOWNSHIP FUELING STATION**


WHEREAS, Hamiltonban Township, Adams County, Pennsylvania, intends to enter into an agreement between Hamiltonban Township and the Fairfield Municipal Authority for the Authority's use of the Hamiltonban Township fueling station located at the Municipal Maintenance Building at 31 Carrolls Tract Road, Fairfield, PA, and

WHEREAS, Per the agreement, Hamiltonban Township will invoice the Fairfield Municipal Authority for the fuel used on a monthly basis, and

WHEREAS, The Fairfield Municipal Authority and Hamiltonban Township entered into an agreement on March 5, 2013, attached hereto.

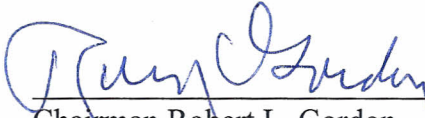
NOW, THEREFORE, be it resolved that the Board of Supervisors of Hamiltonban Township does hereby adopt this resolution this 5th day of March, 2013 at its regularly scheduled meeting which was duly convened in accordance with the law.

ATTESTED BY:




Deborah K. Feiler
Secretary/Treasurer


Board of Supervisors
Hamiltonban Township



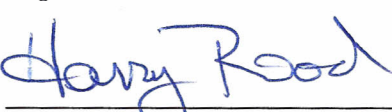
Chairman Robert L. Gordon



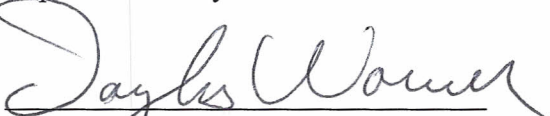
Vice Chairman Coleen N. Reamer



Supervisor James E. Grinder



Supervisor Harry Rood



Supervisor Douglas W. Woerner

**AGREEMENT BETWEEN HAMILTONBAN TOWNSHIP, ADAMS COUNTY, AND
THE FAIRFIELD MUNICIPAL AUTHORITY, ADAMS COUNTY, FOR THE USE OF
THE HAMILTONBAN FUELING STATION AND ITS BILLING PROTOCOL**

THIS AGREEMENT ("Agreement") is made and entered this 12th day of March, 2013, by and between Hamiltonban Township, a Pennsylvania Township of the Second Class with principal offices at 23 Carrolls Tract Road, Fairfield, Pennsylvania, 17320 and Fairfield Municipal Authority with principal offices at 108 West Main Street, PO Box 705, Fairfield, Pennsylvania, 17320.

WHEREAS, the parties have agreed to participate in a joint use agreement of the Hamiltonban Township fueling station located at 31 Carrolls Tract Road, Fairfield, PA, 17320 for fueling of the Authority's vehicles and equipment. By entering into said agreement both parties agree that it is beneficial to the residents of Hamiltonban Township and the operations of the Fairfield Municipal Authority to utilize one central location for fueling, and

WHEREAS, the parties have agreed to established rules and regulations for the use of the facility, and

WHEREAS, the parties are authorized to enter into this Agreement upon adoption of said Agreement by Resolution of the Hamiltonban Township Board of Supervisors and by Motion of the Fairfield Municipal Authority, and

WHEREAS, the parties intend this Agreement to commence upon the effective date of this Agreement or by the last mutually agreed upon Agreement.


NOW THEREFORE, the parties, intending to be legally bound and in consideration of the mutual covenants herein contained, agree as follows:

1. The above recitals are incorporated by reference.
2. Hamiltonban Township agrees to invoice the fuel usage via monthly billings.
3. The Fairfield Municipal Authority agrees to pay an annual administrative fee of fifty dollars (\$50.00) payable by January 31 of each year.
4. The Fairfield Municipal Authority agrees to pay the cost of fuel plus two (2) cents per gallon over Hamiltonban Township's cost. The extra funds will be placed in a Fueling Station Reserve Account for future fueling station expenses.
5. Fairfield Municipal Authority agrees to make payment of monthly fuel costs within thirty (30) days and reimbursement of any notified damages within sixty (60) days.
6. Hamiltonban Township agrees to annual cost bidding for products and to maintain the equipment.
7. Gate and access keys will be made available to all authorized personnel from the Fairfield Municipal Authority. The Hamiltonban Township Secretary/Treasurer is solely authorized to make copies of the fueling station keys with approval from the Hamiltonban Township Board of Supervisors.
8. Fairfield Municipal Authority shall provide a current list of employees and vehicles that are authorized to utilize the site. It shall be the sole responsibility of the Fairfield Municipal Authority to maintain a current listing with the Hamiltonban Township Secretary/Treasurer.

9. Any fuel consumption deemed to have been drawn by unauthorized personnel who have not been immediately reported as dismissed to the Hamiltonban Township Secretary/Treasurer shall become the responsibility of the Fairfield Municipal Authority.
10. Any negligence or misuse of equipment by an employee of the Fairfield Municipal Authority shall be the responsibility of the Fairfield Municipal Authority for reimbursement to Hamiltonban Township. Any legal action against said employee as a result of that reimbursement shall be the responsibility of the Fairfield Municipal Authority.
11. The terms of this Agreement shall be for one (1) year commencing upon the date of the mutually signed Agreement.
12. Thereafter, the Agreement will auto-renew until terminated by either party. To terminate this Agreement either party must notify the other in writing thirty (30) days prior to the date of termination.
13. The Agreement may be amended by written agreement, duly signed by both parties, mutually agreed to by Resolution of the Hamiltonban Township Board of Supervisors and by Motion of the Fairfield Municipal Authority.
14. The parties agree that Hamiltonban Township shall maintain accurate financial records relating to the operation of the fueling station and this Agreement, records shall be subject to annual audit in conjunction with all other Hamiltonban Township accounts, and the Fairfield Municipal Authority shall have the right to inspect fueling records during regular business hours with notice to the Hamiltonban Township Secretary/Treasurer.
15. This Agreement is executed and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
16. This Agreement represents the entire agreement between the parties and may not be amended except by written agreement duly signed by both parties.
17. If any paragraph of this Agreement or any part of any paragraph herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining paragraphs and parts hereof.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date of the Resolution by Hamiltonban Township and the Motion by the Fairfield Municipal Authority.

Attest:

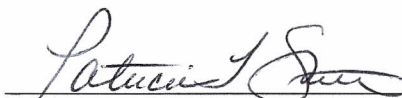


Deborah K. Feiler
Secretary/Treasurer


Hamiltonban Township
Board of Supervisors



Robert L. Gordon
Chairman



Patricia T. Smith, Secretary
Fairfield Municipal Authority



Randall Alexander, Chairman
Fairfield Municipal Authority