

4/25/17

**RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS FIRE
DISTRICT NO.1 FREEHOLD TOWNSHIP COMMENDING COMMISSIONER
ROBERT BUSCAGLIA FOR HIS YEARS OF DEDICATED PUBLIC SERVICE**

WHEREAS; Commissioner Robert Buscaglia has served the citizens of Freehold Township Fire District No.1 as an elected member of the Board of Fire Commissioners of Fire District No.1 Freehold Township for many years while simultaneously serving as a member and officer of the Freehold Township Independent Fire Company No.1; and

WHEREAS; Throughout his entire tenure on the Board of Fire Commissioners Robert Buscaglia held a variety of offices including Board Chairman and faithfully discharged all duties required and expected of him; and

WHEREAS; Without dedicated public officials like Robert Buscaglia the delivery of essential governmental services such as fire protection and suppression would be impossible to provide efficiently and professionally; and

WHEREAS; It is the considered opinion of the Board of Fire Commissioners that outstanding public service such as that rendered by Robert Buscaglia is worthy of recognition and commendation.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that by these presents, the Board of Fire Commissioners of Fire District No.1 Freehold Township formally recognizes and commends Robert Buscaglia for his many years of dedicated public service and expresses the gratitude of the public for a job well done.

Moved by: *T. Caruso*

Seconded by: *S. Joshi*

Roll Call Vote:

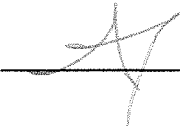
Ayes: *5*

Nays: *—*

Absent: *—*

Abstain: *—*

Certified to be a true copy of a Resolution adopted by the Board of Fire Commissioners Fire District No.1 Freehold Township April 25, 2017.


_____, Clerk

FREEHOLD TOWNSHIP FIRE DISTRICT #1
COUNTY OF MONMOUTH, NEW JERSEY
RESOLUTION CANCELLING PREVIOUS APPROVED CAPITAL PROJECT

WHEREAS, the Freehold Township Fire District #1 authorized a special referendum in accordance with NJSA 40A:14-84 to be held on December 10, 2014; and

WHEREAS, the referendum was held on December 10, 2014 and the voters of the District approved the acquisition of a new natural gas generator for the Smithburg Fire House ("generator") in the amount of \$65,000.00; and

WHEREAS, the funds to finance the new generator were provided for in the February 21, 2015 annual budget election; and

WHEREAS, the annual budget election for 2015 was approved by the voters of the District; and

WHEREAS, a significant amount of time has passed since the approval and it has been determined by the Commissioners that the generator is not needed at this time; and

WHEREAS, it is the desire of the Commissioners to cancel the unexpended balance related to the generator of \$65,000.00 to the "Reserve for Future Capital Outlay"; and

NOW, THEREFORE, BE IT RESOLVED of the following:

1. that the appropriation for the generator in the amount of \$65,000.00 is to be cancelled, and
2. that the Treasurer of the District and the District Auditor are authorized to make the appropriate accounting entries at this time.

DATED: April 25, 2017

Board of Commissioners Recorded Vote:

	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Thomas Caruso		✓	✓			
A.J. Story		✓			✓	
John Toutouchi			✓			
Shyamal Joshi	✓		✓			
Joe Colon			✓			

CERTIFICATION

I, John Toutouchi, Secretary of the Freehold Township Fire District #1, do hereby certify that the foregoing resolution was duly adopted by the Fire District of the Township of Freehold at a meeting held on the 25th day of April, 2017.



 John Toutouchi, Secretary

4/25/17

RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO.1 AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH

WHEREAS; The Board of Fire Commissioners of Fire District No.1 Freehold Township has received a proposed form of Shared Services Agreement from the County of Monmouth for the services enumerated in "Exhibit A" which is annexed hereto; and

WHEREAS; The Board of Fire Commissioners has determined that it is in the best interests of the Board to enter into the proposed Agreement and to avail itself of the services proffered; and

WHEREAS; The New Jersey Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) authorizes local contracting units to enter into shared Services Agreements with other local contracting units; and

WHEREAS; The County of Monmouth has offered to provide shared services to the Board of Fire Commissioners pursuant to the provisions of the above cited law.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Board of Fire Commissioners of Fire District No.1 Freehold Township that the Chairman and Clerk of the Board are authorized to execute the attached Shared Services Agreement with the County of Monmouth.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Clerk of the Board of Chosen Freeholders of Monmouth County.

Moved by: A. Story

Seconded by: J. Tautouchi

Roll Call Vote:

Ayes: 5

Nays: —

Absent: —

Abstain: —

Certified to be a true copy of a Resolution adopted by the Board of Fire Commissioners Fire District No.1 on the 25 day of April, 2017.

[Signature], Clerk

**MUNICIPAL ASSISTANCE / SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH ("COUNTY")
AND FREEHOLD TOWNSHIP FIRE DISTRICT NO.1**

The County and the Served Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.).

IT IS AGREED:

1. **Services Offered.** The County will offer the municipal assistance / shared services listed on Exhibit "A" to the Served Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon written notice to the Served Entity.
3. **Request for Service.** The Served Entity will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit "A" for which a fixed cost is not set, the estimated cost to the Served Entity will be determined by the County in advance and shall be subject to the approval of the Served Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Served Entity requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the Served Entity agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County's costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Municipality.** The Served Entity is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the Served Entity if the County is not then in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Served Entity in a workmanlike manner.
9. **Care Required.** The County will exercise ordinary care in rendering services to the Served Entity.

10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Served Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties until September 30, 2018, unless sooner terminated by either party.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Served Entity, the cost thereof and commitment to provide requested services.
14. **Served Entity's Representative.** The Served Entity's [indicate one or more authorized representative] () Administrator, () Public Works Director or (X) _FIRE COMMISSIONERS or his/her respective designee, will act on behalf of the Served Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Served Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Served Entity disputes a County invoice, the Served Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
18. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Served Entity.

In Witness Whereof, the parties have executed this agreement.

County:

COUNTY OF MONMOUTH

Served Entity:

FREEHOLD TWP. F.D. NO.1

BY:
Title: Freeholder Director
Date:

X _____
BY: *Joseph A. Colón*
Title: *Chairman*
Date: *4/25/17*

ATTEST:

MARION MASNICK
Clerk of the Board

ATTEST:

Andrew Story

Name: *Andrew Story*
Title: *Clerk*

**COMMODITY RESALE AGREEMENT
BETWEEN THE
COUNTY OF MONMOUTH (the "COUNTY")
AND THE
Board of Fire Commissioners
Freehold Twp. Fire District #1**

The County and the Served Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15*.

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit "A" to the Served Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit "A" from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Served Entity.
3. **No Obligation by Municipality.** The Served Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Served Entity if the County is not then in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Served Entity avails itself of the services available.
6. **Effective Dates.** This agreement shall be in effect from the date of its execution by both parties until September 30, 2018, unless sooner terminated by either party.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Served Entity.
9. **Served Entity's Representative.** The Served Entity's [indicate one or more authorized representative] () Administrator, () Public Works Director or (x) Commissioner, or his/her respective

designee, will act on behalf of the Served Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Served Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Served Entity disputes a County invoice, the Served Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Served Entity.

IN WITNESS WHEREOF, the parties have executed this agreement.

COUNTY:

COUNTY OF MONMOUTH

BY:
Title: Freeholder Director
Date:
ATTEST:

MARION MASNICK
Clerk of the Board

SERVED ENTITY:

Freehold Twp Fire District #1

By: Joseph Colon
Title: Chairman
Date: 05/09/2017
ATTEST:

Name: Thomas Caruso
Title: Vice Chairman