



HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1

Board of Fire Commissioners

Mercer County

201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560-1410

January 18, 2011

Sky Morehouse, Chairman
Board of Fire Commissioners
Hopewell Borough Fire District No. 1
PO Box 141
Hopewell, NJ 08525

RE: Fire Protection Agreement Beginning January 2011

VIA ELECTRONIC AND FIRST CLASS MAIL

Dear Chairman Morehouse,

Enclosed please find a signed copy of the fire protection agreement between our Boards of Fire Commissioners, effective January 2011 for a term of five years.

If you have any questions or concerns, please feel free to contact me directly at (609) 537-0287.

Regards,

Matthew G. Martin
Chief of Emergency Services

Enclosure

AGREEMENT FOR FIRE PROTECTION AND SERVICES

This AGREEMENT, made this 1 day of January, ²⁰¹¹~~2010~~, between the HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1, BOARD OF FIRE COMMISSIONERS, a body politic duly existing under the laws of the State of New Jersey and having its offices located at 201 Washington Crossing Road, Hopewell Township, New Jersey, 08560, ("Township Board"), and the THE BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT NO. 1 OF HOPEWELL BOROUGH, a body politic existing under the laws of the State of New Jersey with offices located at P.O Box 141, Hopewell, New Jersey, 08525, ("Borough Board").

RECITALS:

WHEREAS, the Township Board pursuant to N.J.S.A. 40A:14-81 et seq. is responsible for regulating all aspects of fire prevention, extinguishment of fires, regulation of fire hazards and Emergency Medical Services ("EMS") within Hopewell Township, Mercer County, State of New Jersey; and

WHEREAS, the Borough Board through the Hopewell Borough Fire Company, Station #1, agrees to provide primary fire protection and EMS services to that portion of Hopewell Township on an attached map made a part hereof as Exhibit 'A' ("Area of Primary Responsibility"), and further agrees to respond to other areas of Hopewell Township on a mutual aid basis as is determined by the respective Board of Fire Commissioners.

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) and N.J.S.A. 26:2K-61, the Borough Board desires to

contract with the Township Board for provision of Primary Fire Protection and EMS services for the Area of Primary Responsibility; and

WHEREAS, the Township Board and the Borough Board are both “local units” and the Primary Fire Protection are “shared services” within the meaning of N.J.S.A. 40A:65-3;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree for themselves, their successors and assigns as follows:

1: Scope of Services

The Borough Board agrees to provide fire protection and EMS services within the Area of Primary Responsibility and shall provide manpower and equipment, to include Apparatus, for such services as needed, and will employ standard practices when providing said services. In the event the Borough Board is unable to respond to either a fire or EMS call, the Borough Board shall use its best efforts to provide for a standby Fire or EMS Company. The Borough Board also agrees to enlist the aid and further advance the services of adjacent Fire and EMS Companies to assure the fullest protection within their area of primary responsibility.

2: Compensation

The Township Board agrees to pay an annual fee that shall represent a portion of the annually presented fire district budget of the Borough Board. The Township Board shall not be held responsible for the purchase or maintenance of equipment and facilities or any employee or employee related expenses of the Borough Board, unless specifically agreed. Said Annual Fee shall be 70% of the total fire district budget of the

Borough Board as approved by the voters or governing body.

3: Responsibilities of Parties

The Township Board and Borough Board both agree to indemnify and hold each other harmless from any demands, claims, suits, causes of action or demands, including attorneys' fees and costs and expenses of suit, which may arise as a result of the negligence of the Borough Board's operations pursuant to this Agreement.

This clause shall not preclude either Board from enforcing any rights or covenants as set forth in this Agreement.

The Township Board and Borough Board agree to each maintain LIABILITY coverage in a minimum amount of One Million Dollars (\$1,000,000.00) with each being named as an additional insured on the other's liability policy.

4: Reports

The Borough Board agrees to provide the Township Board with its monthly and annual reports setting forth the nature and number of all calls responded to by the Borough Board within the area of primary responsibility. Said reports shall be provided on a monthly basis.

5: Effect of Agreement

The parties hereunto agree to bind themselves only to the terms of this Agreement. No legal liability of any kind is imposed on either party unless specifically set forth in this Agreement.

6: Purchase of Apparatus

During the term of any lease purchase, loan or other type of financing utilized for the acquisition of any Apparatus used for Fire or EMS response calls, the respective interests of each party shall be the actual amount of all monies paid for the acquisition of the subject Fire Apparatus.

By way of example, if a truck is purchased for a price of \$100,000, and Township Board paid \$70,000 (70%) and Borough Board has paid \$30,000 (30%), pursuant to the terms of this Agreement, Hopewell Township may purchase Hopewell Borough's interest for \$30,000 and conversely Hopewell Borough may purchase Hopewell Township's interest for \$70,000.

Following the end of any lease purchase, lease, loan or other instrument used for the acquisition of the Apparatus, the value shall be determined by an independent appraisal, performed by an independent appraiser who shall be selected by mutual agreement of the parties. Upon a value being determined by the independent appraiser, the purchase price shall be determined by determining the percentage of the purchase price paid by each party for the subject vehicle.

7: Apparatus

Should this Agreement be terminated for any reason, or should the Borough Board no longer provide primary fire or EMS protection to that portion of Hopewell Township identified as Exhibit 'A', and other areas of Hopewell Township on a mutual aid basis, then with respect to all Apparatus purchased pursuant to this Agreement and all predecessor Agreements, either Board may notify the other of an intention to acquire the other Board's interest with the consent of the other Board.

8: Debt Service

The Township Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, may separate the debt service incurred for the purchase of capital equipment and apparatus referenced in paragraphs 6 and 7 above, including any increases or decreases in such debt service, from those amounts raised by taxation to fund it's annual fire district budget by disclosure of such debt service amounts on the New Jersey Department of Community Affairs, Local Government Services Unit, annual fire district budget worksheet, The amount disclosed shall be the Township Board's portion of the debt service for Capital Appropriations for capital equipment and Fire Apparatus as set forth in paragraphs 6 and 7 above, which shall be payable to the Borough Board as part of the Annual Fee arrangement set forth in paragraph 2 above.

9: LOSAP

The Township Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, may separate all monies raised for the Length of Service Award Program ("LOSAP") from those amounts raised by taxation to fund it's annual fire district budget, by disclosure of such amounts raised for LOSAP on the New Jersey Department of Community Affairs, Local Government Services Unit, annual fire district budget worksheet, The amount disclosed shall be the Township Board's portion of the LOSAP payments made on behalf of the volunteer firefighters serving Hopewell Township pursuant to this Agreement. The Township Board's portion of the LOSAP payments contemplated in this paragraph shall be paid annually by the Township Board to the LOSAP provider designated by the Borough Board in accordance with the percentage as stated in paragraph 2 above.

10: Term of Agreement

This Agreement shall be effective as of January 1, 2011 upon approval by the Township Board and the Borough Board and shall continue in full force and effect for five (5) years or until terminated by either party. This Agreement may be terminated upon one (1) years written notice of termination by either party.

11: Standards of Performance

On an annual basis, the respective Boards shall meet, negotiate and ultimately establish mutually agreed upon levels of service to be met by the Borough Board for Fire and EMS Calls.

12: Approval

The Annual Fee due under this Agreement shall be contingent upon the approval of the Township Board's and Borough Board's respective Annual Fire District Budgets at their annual elections pursuant to N.J.S.A. 40A:14-72 et seq. In the event that either or both budgets are defeated at the respective annual election, the parties shall negotiate the Annual Fee due under this Agreement for the calendar year covered by the election.

13: Payments

Sums due and owing pursuant to this Agreement shall be paid in payments which will coincide with payments received by the Township Board from the Township Tax Collector pursuant to N.J.S.A. 40A:14-79 et seq. Said payments shall be in the same percentage as the fees received by the Township Board from the tax collector.

14: Fire Apparatus

When the purchase of Fire or EMS Apparatus is deemed necessary by the Borough Board in order to provide the emergency fire and EMS protection to the Township Board as described in the Scope of Services in this Agreement, the respective Boards agree as follows:

The Borough Board has primary responsibility to provide a rolling ten-year Fire and EMS Apparatus Replacement Schedule listing the existing and any proposed additional Apparatus. The specifications will be shared with the Township Board for their review and comment. The Borough Board will consider comments prior to initiating approval through Hopewell Borough municipal referendum and before soliciting public bids for the provision of the apparatus.

The Township Board will likewise initiate and obtain the approval of the eligible voters of Hopewell Township pursuant to the provisions of N.J.S.A. 40A:14-1 et seq.

The two Boards shall agree on the percentage to be contributed by each Board which shall in no event be higher than the annual compensation set forth in paragraph 2.

15: Sale of Fire or Emergency Medical Apparatus

In the event that the Borough Board desires to sell any Apparatus acquired with funds received from the Township Board, the Borough Board shall first notify the Township Board of such intent by certified mail. Upon receipt of notification, the Township Board shall have the option to elect to purchase said vehicle at the lowest of the following prices;

(a) The amount paid by Hopewell Borough for the purchase of the subject vehicle. See example set forth in paragraph 6 of this Agreement.

(b) Any other amount agreed upon by the two Boards.

Should the Township Board intend to exercise its rights as set forth herein, it shall provide written notification to the Borough Board, within thirty days of receipt of notification that the Township Board intends to exercise its options under paragraph 6 above.

Should the Township Board not exercise its rights to acquire said apparatus it shall be the responsibility of the Borough Board to dispose of said apparatus. If the apparatus is sold, the proceeds will be applied to the fire district budget for the future purchase of new or replacement Apparatus or to fund the operating expenses of the Borough Board, thereby reducing the Annual Fire District Budget which is presented to the Township Board, and ultimately to the voters of Hopewell Township and Hopewell Borough at their annual elections pursuant to N.J.S.A. 40A:14-72 et seq.

16: Complete Agreement

This Agreement sets forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties.

17: Notices

Any notices or communications under this Agreement shall be in writing and shall be hand delivered or sent by certified mail or reliable overnight courier to the party receiving such communication at the address specified above or such other address as either party may in the future specify to the other party.

18: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

19: Dispute Resolution

In the event of any dispute under this Agreement and by mutual agreement between the parties, such disputes shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof. The arbitration shall be supervised by an independent mediator to be selected by the parties.

20: Waiver

Failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

21: Successors

This Agreement shall be binding upon the parties= respective successors and permitted assigns.

22: Severability

In the event any one or more of the provisions of this Agreement or of any Schedule is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

ADDENDUM

The Borough Board will endeavor to develop policies and procedures geared to lowering the ISO rating of the Borough and the regional districts.

IN WITNESS WHEREOF, the parties hereunto set their signatures and seals this

13th day of January 2011
2010.
mf

Attest:

HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners

By:



C. Schuyler Morehouse, Chairman

HOPEWELL BOROUGH, FIRE DISTRICT NO.1,

Board of Fire Commissioners

By:



Michael Chipowsky, Chairman

**BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

RESOLUTION 2010-42

**A RESOLUTION APPROVING THE AGREEMENT FOR FIRE PROTECTION AND SERVICES
WITH THE BOARD OF FIRE COMMISSIONERS, HOPEWELL BOROUGH FIRE DISTRICT
NO. 1, COVERING THE PERIOD OF JANUARY 2011 THROUGH DECEMBER 2015**

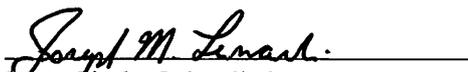
WHEREAS, the Board of Fire Commissioners, Hopewell Township Fire District No. 1 (“the Board”), desires to enter into the Agreement for Fire Protection and Services (“the Agreement”) with the Board of Fire Commissioners, Hopewell Borough Fire District No. 1 (“Hopewell Borough Fire District”) from January 1, 2011 through December 31, 2015, a period of five years; and

WHEREAS, the Hopewell Borough Fire District has authorized the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Fire Commissioners of Hopewell Township Fire District No. 1 authorizes the chairman and the secretary of the Board to execute the Agreement for Fire Protection and Services with the Board of Fire Commissioners, Hopewell Borough Fire District No. 1, covering the period of January 1, 2011 through December 31, 2015.

RECORD OF BOARD VOTE ON PASSAGE

<i>COMMISSIONER</i>	<i>MOVED</i>	<i>SECOND</i>	<i>AYE</i>	<i>NAY</i>	<i>ABSTAIN</i>	<i>ABSENT</i>
CSEREMSAK		✓	✓			
KINTZEL	✓		✓			
LENARSKI			✓			
ORLANDI						✓
CHIPOWSKY			✓			


Mrs. Cindy Orlandi, Secretary
JOSEPH M. LENARSKI, VICE CHAIRMAN

A CERTIFIED COPY
12/16/10