



HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
Board of Fire Commissioners
Mercer County

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

October 20, 2010

Mark Blackwell, Chairman
Board of Fire Commissioners
Pennington Borough Fire District No.1
PO Box 387
Pennington, New Jersey 08534

RE: Fire Protection Agreement

VIA ELECTRONIC AND HAND DELIVERY

Dear Chairman Blackwell,

Enclosed please find a full executed copy of the fire protection agreement between our Boards of Fire Commissioners, effective January 2010 for a term of five years.

I would also like to bring to your attention that the agreement indicates that it will be in force for five years, while Pennington Borough Fire District No.1 Resolution 2010-25 indicates a term of four years. Please provide our Board with a corrected resolution at your convenience.

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

CC: File

Enlosure

AGREEMENT FOR FIRE PROTECTION AND SERVICES

This AGREEMENT, made this 9th day of September, 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, ("Hopewell Board"), and the PENNINGTON BOROUGH FIRE DISTRICT NO. 1, BOARD OF FIRE COMMISSIONERS, a body politic existing under the laws of the State of New Jersey with offices located at 120 Bromel Place, P.O Box 387, Pennington, New Jersey, 08534("Pennington Board").

RECITALS:

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

WHEREAS, the Pennington Board through the Pennington Fire Company, Station # 51, agrees to provide primary fire protection 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 Pennington Board desires to contract with the Hopewell Board for provision of Primary Fire Protection for the Area of Primary Responsibility; and

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

2: Compensation

The Hopewell Board agrees to pay an annual fee that shall represent a portion of the annually presented operating budget of the Pennington Board. The Hopewell Board shall not be held responsible for the purchase or maintenance of equipment and facilities or any employee or employee related expenses of the Pennington Board, unless specifically agreed. Said Annual Fee shall be 76% of the operating budget of the Pennington Board as approved by the voters or governing body for the calendar

year commencing 01 January 2010, and remaining stable for the duration of this contract.

3: Responsibilities of Parties

The Hopewell Board and Pennington 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 Pennington 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 Hopewell Board and Pennington 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 Pennington Board agrees to provide the Hopewell Board with its monthly and annual reports setting forth the nature and number of all calls responded to by the Pennington 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 Fire Apparatus, 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 Hopewell Board paid \$76,000 (76%) and Pennington Board has paid \$24,000 (24%), pursuant to the terms of this Agreement, Hopewell may purchase Pennington's interest for \$24,000 and conversely Pennington may purchase Hopewell's interest for \$76,000.

Following the end of any lease purchase, lease, loan or other instrument used for the acquisition of the Fire 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 Pennington Board no longer provide primary fire 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 Fire 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 Hopewell Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, will separate the debt service incurred for the purchase of capital equipment (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 operating 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 Hopewell Board's portion of the debt service for Capital Appropriations for Fire Apparatus as set forth in paragraphs 6 and 7 above.

9: LOSAP

The Hopewell Board, in accordance with N.J.S.A. 40A: 4-45 through 45.47, will separate all monies raised for the Length of Service Award Program ("LOSAP") from those amounts raised by taxation to fund it's annual operating 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 Hopewell Board's portion of the LOSAP payments made on behalf of volunteer firefighters serving Hopewell Township in accordance with the percentage as stated in Section 2.

10: Term of Agreement

This Agreement shall be effective upon approval by the Hopewell Board and the Pennington 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 Pennington Board for Fire Calls.

12: Approval

The Annual Fee due under this Agreement shall be contingent upon the approval of the Hopewell Board's and Pennington Board's respective Annual Operating 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 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 Hopewell 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 Hopewell Board from the tax collector.

14: Fire Apparatus

When the purchase of Fire Apparatus for use by the Pennington Fire Company #51 is deemed necessary by the Pennington Board in order to provide the emergency fire protection to the Hopewell Board as described in the Scope of Services in this Agreement,

the respective Boards agree as follows:

The Pennington Board has primary responsibility to provide a rolling ten-year Fire Apparatus Replacement Schedule for Pennington Fire Company #51 listing the existing and any proposed additional Fire Apparatus. The specifications will be shared with the Hopewell Board for their review and comment. The Pennington Board will consider comments prior to initiating approval through Pennington Borough municipal referendum and before soliciting public bids for the provision of the apparatus.

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 Apparatus

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

- (a) The amount paid by Pennington 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 Hopewell Board intend to exercise its rights as set forth herein, it shall provide written notification to the Pennington Board, within thirty days of receipt of notification that the Hopewell Board intends to exercise its options under Article 11.

Should the Hopewell Board not exercise its rights to acquire said apparatus it shall be the responsibility of the Pennington Board to dispose of said apparatus. If the apparatus is sold, the proceeds will be applied to the Operating Budget for the future purchase of new or replacement Fire Apparatus or to fund the operating expenses of the Pennington Board, thereby reducing the Annual Operating Budget, which is presented to the Hopewell Board, and ultimately to the voters of Hopewell Township and Pennington Borough Budgets 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

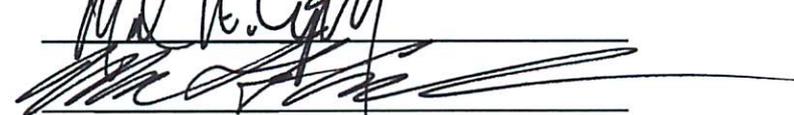
this 18 day of AUGUST, 2010:

Attest:

HOPEWELL TOWNSHIP, FIRE DISTRICT NO. 1,

Board of Fire Commissioners



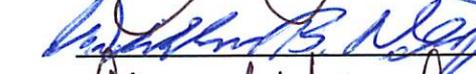
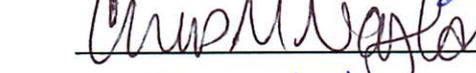


Joseph M. Lenahie
Cindy Deland

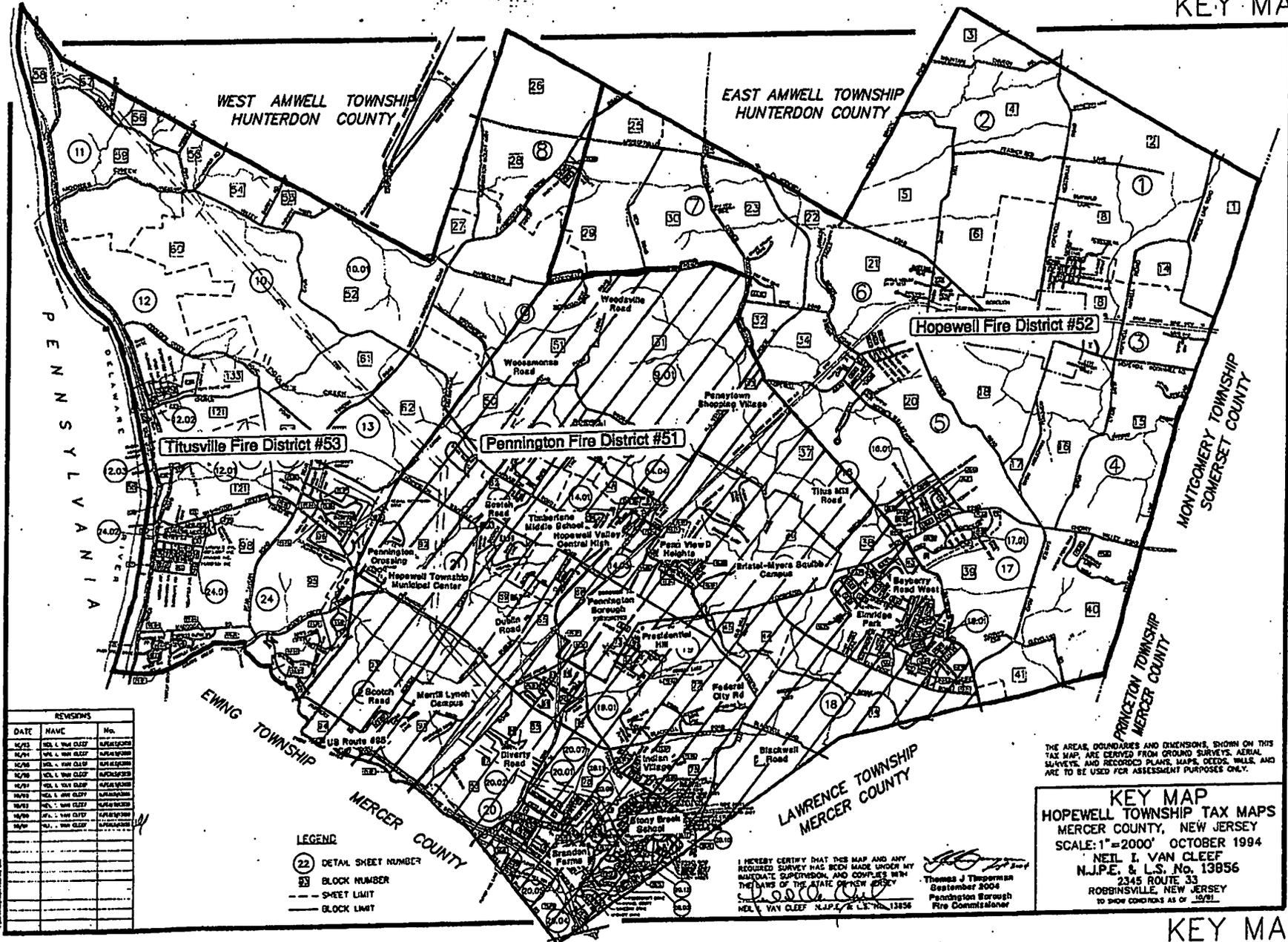
Attest:

PENNINGTON BOROUGH DISTRICT NO.1,

Board of Fire Commissioners

 MARK E BLACKWELL
 THOMAS J. TIMPERMAN
 WILLIAM B. NAYLOR
Chris M Naylor
 ANTHONY KOPKASH

KEY MAP



REVISIONS		
DATE	NAME	No.
10/25	NEIL I. VAN CLEEF	1
10/25	NEIL I. VAN CLEEF	2
10/25	NEIL I. VAN CLEEF	3
10/25	NEIL I. VAN CLEEF	4
10/25	NEIL I. VAN CLEEF	5
10/25	NEIL I. VAN CLEEF	6
10/25	NEIL I. VAN CLEEF	7
10/25	NEIL I. VAN CLEEF	8
10/25	NEIL I. VAN CLEEF	9
10/25	NEIL I. VAN CLEEF	10
10/25	NEIL I. VAN CLEEF	11
10/25	NEIL I. VAN CLEEF	12
10/25	NEIL I. VAN CLEEF	13
10/25	NEIL I. VAN CLEEF	14
10/25	NEIL I. VAN CLEEF	15
10/25	NEIL I. VAN CLEEF	16
10/25	NEIL I. VAN CLEEF	17
10/25	NEIL I. VAN CLEEF	18
10/25	NEIL I. VAN CLEEF	19
10/25	NEIL I. VAN CLEEF	20
10/25	NEIL I. VAN CLEEF	21
10/25	NEIL I. VAN CLEEF	22
10/25	NEIL I. VAN CLEEF	23
10/25	NEIL I. VAN CLEEF	24
10/25	NEIL I. VAN CLEEF	25
10/25	NEIL I. VAN CLEEF	26
10/25	NEIL I. VAN CLEEF	27
10/25	NEIL I. VAN CLEEF	28
10/25	NEIL I. VAN CLEEF	29
10/25	NEIL I. VAN CLEEF	30
10/25	NEIL I. VAN CLEEF	31
10/25	NEIL I. VAN CLEEF	32
10/25	NEIL I. VAN CLEEF	33
10/25	NEIL I. VAN CLEEF	34
10/25	NEIL I. VAN CLEEF	35
10/25	NEIL I. VAN CLEEF	36
10/25	NEIL I. VAN CLEEF	37
10/25	NEIL I. VAN CLEEF	38
10/25	NEIL I. VAN CLEEF	39
10/25	NEIL I. VAN CLEEF	40
10/25	NEIL I. VAN CLEEF	41
10/25	NEIL I. VAN CLEEF	42
10/25	NEIL I. VAN CLEEF	43
10/25	NEIL I. VAN CLEEF	44
10/25	NEIL I. VAN CLEEF	45
10/25	NEIL I. VAN CLEEF	46
10/25	NEIL I. VAN CLEEF	47
10/25	NEIL I. VAN CLEEF	48
10/25	NEIL I. VAN CLEEF	49
10/25	NEIL I. VAN CLEEF	50
10/25	NEIL I. VAN CLEEF	51
10/25	NEIL I. VAN CLEEF	52
10/25	NEIL I. VAN CLEEF	53
10/25	NEIL I. VAN CLEEF	54
10/25	NEIL I. VAN CLEEF	55
10/25	NEIL I. VAN CLEEF	56
10/25	NEIL I. VAN CLEEF	57
10/25	NEIL I. VAN CLEEF	58
10/25	NEIL I. VAN CLEEF	59
10/25	NEIL I. VAN CLEEF	60
10/25	NEIL I. VAN CLEEF	61
10/25	NEIL I. VAN CLEEF	62
10/25	NEIL I. VAN CLEEF	63
10/25	NEIL I. VAN CLEEF	64
10/25	NEIL I. VAN CLEEF	65
10/25	NEIL I. VAN CLEEF	66
10/25	NEIL I. VAN CLEEF	67
10/25	NEIL I. VAN CLEEF	68
10/25	NEIL I. VAN CLEEF	69
10/25	NEIL I. VAN CLEEF	70
10/25	NEIL I. VAN CLEEF	71
10/25	NEIL I. VAN CLEEF	72
10/25	NEIL I. VAN CLEEF	73
10/25	NEIL I. VAN CLEEF	74
10/25	NEIL I. VAN CLEEF	75
10/25	NEIL I. VAN CLEEF	76
10/25	NEIL I. VAN CLEEF	77
10/25	NEIL I. VAN CLEEF	78
10/25	NEIL I. VAN CLEEF	79
10/25	NEIL I. VAN CLEEF	80
10/25	NEIL I. VAN CLEEF	81
10/25	NEIL I. VAN CLEEF	82
10/25	NEIL I. VAN CLEEF	83
10/25	NEIL I. VAN CLEEF	84
10/25	NEIL I. VAN CLEEF	85
10/25	NEIL I. VAN CLEEF	86
10/25	NEIL I. VAN CLEEF	87
10/25	NEIL I. VAN CLEEF	88
10/25	NEIL I. VAN CLEEF	89
10/25	NEIL I. VAN CLEEF	90
10/25	NEIL I. VAN CLEEF	91
10/25	NEIL I. VAN CLEEF	92
10/25	NEIL I. VAN CLEEF	93
10/25	NEIL I. VAN CLEEF	94
10/25	NEIL I. VAN CLEEF	95
10/25	NEIL I. VAN CLEEF	96
10/25	NEIL I. VAN CLEEF	97
10/25	NEIL I. VAN CLEEF	98
10/25	NEIL I. VAN CLEEF	99
10/25	NEIL I. VAN CLEEF	100

LEGEND
 (22) DETAIL SHEET NUMBER
 22 BLOCK NUMBER
 --- SHEET LIMIT
 --- BLOCK LIMIT

I HEREBY CERTIFY THAT THIS MAP AND ANY REQUIRED SURVEY HAS BEEN MADE UNDER MY PERSONAL SUPERVISION, AND COMPLES WITH THE LAWS OF THE STATE OF NEW JERSEY.
 Neil I. Van Cleeff
 NEIL I. VAN CLEEF, N.J.P.E. & L.S. No. 13856
 Thomas J. Timperman
 September 2004
 Hopewell Fire Commissioner

THE AREAS, BOUNDARIES AND DIMENSIONS, SHOWN ON THIS TAX MAP, ARE DERIVED FROM GROUND SURVEYS, AERIAL SURVEYS, AND RECORDED PLATS, MAPS, DEEDS, WILLS, AND ARE TO BE USED FOR ASSESSMENT PURPOSES ONLY.

KEY MAP
 HOPEWELL TOWNSHIP TAX MAPS
 MERCER COUNTY, NEW JERSEY
 SCALE: 1" = 2000' OCTOBER 1994
 NEIL I. VAN CLEEF
 N.J.P.E. & L.S. No. 13856
 2345 ROUTE 33
 ROBBINSVILLE, NEW JERSEY
 TO SHOW CORRECTIONS AS OF 10/91

KEY MAP

Pennington Borough Board of Fire Commissioners

P.O. Box 387
Pennington, NJ 08534

Phone: 609-737-0381 Fax: 609-737-7602

Resolution #: 2010 - 25

ADOPTED: August 17, 2010

A RESOLUTION APPROVING THE AUTHORIZATION OF
THE FIRE PROTECTION AGREEMENT WITH
HOPEWELL TOWNSHIP BOARD OF FIRE
COMMISSIONERS COVERING THE PERIOD OF
JANUARY 2010 THROUGH JANUARY 2014

WHEREAS, the Pennington Borough Fire District #1, Board of Fire Commissioners approved the authorization of the Fire Protection Agreement with the Hopewell Township Board of Fire Commissioners covering the period of January 2010 through January 2014 as noted above; and,

NOW, THEREFORE BE IT RESOLVED, by the Board of Fire Commissioners of the Pennington Borough Fire District #1, that it approved the Fire Protection Agreement for the period of January 2010 through January 2014 as noted above.

A CERTIFIED COPY

	AYE	NAY	ABSENT
Blackwell	<u> X </u>	_____	_____
Naylor	<u> X </u>	_____	_____
Meytrott	<u> X </u>	_____	_____
Kopkash	<u> X </u>	_____	_____
Timperman	<u> X </u>	_____	_____


Thomas Timperman, Secretary

Chairman Mark Blackwell
Vice Chairman William Meytrott

Treasurer Chris Naylor
Secretary Thomas Timperman
Commissioner Eric Kopkash

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

RESOLUTION 2010-38

A RESOLUTION APPROVING THE AGREEMENT FOR FIRE PROTECTION AND SERVICES WITH THE BOARD OF FIRE COMMISSIONERS, PENNINGTON BOROUGH FIRE DISTRICT NO. 1, COVERING THE PERIOD OF JANUARY 2010 THROUGH JANUARY 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, Pennington Borough Fire District No. 1 (“Pennington Borough Fire District”) from January 2010 through January 2015, a period of five years; and

WHEREAS, the Pennington Borough Fire District will pass a similar resolution approving the Agreement covering the period of January 2010 through January 2015; and

WHEREAS, the Board, at a meeting on September 9, 2010, passed Resolution 2010-36, which erroneously identified the dates of the Agreement as January 2010 through January 2014, a period of only four years.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Fire Commissioners of Hopewell Township Fire District No. 1 approve the Agreement for Fire Protection and Services with the Board of Fire Commissioners, Pennington Borough Fire District No. 1, covering the period of January 2010 through January 2015; and

BE IT FURTHER RESOLVED, that Resolution 2010-36, is hereby canceled.

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>
C SEREMSAK	✓		✓			
KINTZEL	✓		✓			
LENARSKI			✓			
ORLANDI						✓
CHIPOWSKY			✓			



 Mrs. Cindy Orlandi, Secretary

A CERTIFIED COPY
 9/23/10