

**BOARD OF FIRE COMMISSIONERS REGULAR MEETING
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1
HOPEWELL TOWNSHIP MUNICIPAL SERVICES BUILDING**

THURSDAY, JANUARY 24, 2013

CALL MEETING TO ORDER/STATEMENT OF PROPER NOTICE - Chairman Chipowsky called the meeting to order at 7:00 PM stating that the notice of the meeting had been posted on the municipal bulletin board and forwarded to the Hopewell Valley News and The Trenton Times, in accordance with the Open Public Meetings Act, Chapter 231, P.L. 1975.

PLEDGE OF ALLEGIANCE AND SALUTE TO THE FLAG - Chairman Chipowsky led those in attendance in the Pledge of Allegiance to the flag.

ROLL CALL BY CHAIRMAN - Those answering the roll call of Chairman Chipowsky:

MEMBERS PRESENT:

Chairman Chipowsky, Vice-Chairman Lenarski, Treasurer Cseremsak, Commissioner Lynch

MEMBERS ABSENT:

Secretary Kintzel

OFFICERS PRESENT:

Battalion Chief Bailey (53), Captain Schmitt (151), Assistant Captain Muccioli (151), Second Assistant Captain Ferrara (151), Chief Matthew Martin (50/159)

PROFESSIONALS:

None

MINUTES SUBMITTED FOR APPROVAL

None

PUBLIC COMMENT (AGENDA)

None

NEW BUSINESS

RESOLUTION NO. 2013-11

**A RESOLUTION AUTHORIZING THE BOARD OF FIRE COMMISSIONERS OF
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 TO EXECUTE A SHARED
SERVICES AGREEMENT WITH THE BOROUGH OF PENNINGTON**

Copy of resolution and record of vote is attached

DISCUSSION:

None

MOTION CARRIED

RESOLUTION 2013-12

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
PENNINGTON BOROUGH FOR BASIC LIFE SUPPORT SERVICES**

Copy of resolution and record of vote is attached

DISCUSSION:

None

MOTION CARRIED

RESOLUTION 2013-13

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF FIRE
COMMISSIONERS AND THE CHIEF OF EMERGENCY SERVICES TO CERTIFY
THE DIVISION OF FIRE SAFETY END OF YEAR REPORTS**

Copy of resolution and record of vote is attached

DISCUSSION:

None

MOTION CARRIED

TREASURER'S REPORT

BILLS & CLAIMS

Summary read by Treasurer Cseremsak

BILLS & CLAIMS

Authorized cash disbursements requiring approval for payment of bills in the following amounts:

Bill List:		\$32,691.05
Payroll Ending:		
Total Disbursements:		\$32,691.05

Motioned by Treasurer Cseremsak, seconded by Vice-Chairman Lenarski to adopt the bills and claims as read.

DISCUSSION:

Chief Martin reported on notable payments made as part of the bill list including bond attorney fees, the annual fee for the section 125 plan, the new boat motor for the Union Fire Company and Rescue Squad, the final generator rental bill, and the replacement fire alarm system at the Union Fire Company and Rescue Squad.

MOTION CARRIED

Chairman Chipowsky asked Chief Martin to change future agendas from old business to unfinished business.

EMS Billing: Commissioner Lynch reported on a meeting attended by himself, Secretary Kintzel, Chief Martin, and Captain Schmitt at the Clinton NJ First Aid Squad. Commissioner Lynch reported he met with the Hopewell Valley EMS Chiefs to discuss emergency medical services billing.

Emergency Services Specialist Hiring Process: Chief Martin reported that final interviews are scheduled. Chief Martin answered question from the Board on the hiring process.

2013 Budget/Revenue: No report.

2013 Election: Chief Martin reported on the status of election preparations and asked for commissioners to open and close the election.

UFCRS Ambulance Replacement: Chief Martin reported he will begin putting together bid specifications if the referendum question for the ambulance is supported by the voters.

OFFICERS REPORTS

Chief Martin reported that the new self contained breathing apparatus unit brackets have been installed in the fire district apparatus. \$2,962.75 was received as part of insurance claim for reimbursement for the generator rental at the Union Fire Company and Rescue Squad. The funds have been deposited into the general savings account. Chief Martin reported that work is underway with pre-planning efforts for the Project Freedom and Sensors Unlimited projects. The Board asked questions of Chief Martin related to the Sensors Unlimited project. The NJ Department of Local Government Services has approved and returned the budget as introduced and the budget as adopted has been mailed to the Department of Local Government Services. 153-2 has had new front tires installed with a front end alignment. Training is continuing on the new self contained breathing apparatus units. Chief Martin attended a meeting of the Hopewell Valley Regional Emergency Services Committee. The Board questioned Chief Martin on the status of a vacant building in the township.

Battalion Chief Bailey reported on behalf of the Union Fire Company and Rescue Squad that the new brackets have been installed in the apparatus for the new self contained breathing apparatus units. 2 members are taking part in ice rescue training. Winches are being installed on the brush truck and utility truck. Chief Bailey reported on turn out to 2 recent calls.

PUBLIC COMMENT (NON-AGENDA)

Captain Schmitt of the Pennington First Aid Squad provided the Board his most recent calls for service statistics. Captain Schmitt expressed appreciation for the work by Chief Martin and Commissioners Lynch and Kintzel on meeting on the subject of emergency medical services billing. Captain Schmitt reported on some of the joint efforts being undertaken by the valley emergency medical services agencies. Second Assistant Captain Ferrara and Chief Martin reported on the status of emergency medical services dispatching and answered questions from the Board.

Chairman Chipowsky returned to the old business subject of the 2013 budget/revenue asking if there was something that needed to be addressed at the meeting. Chief Martin advised that the subject is present to maintain awareness of the issue. Chairman Chipowsky asked that membership be reminded about the upcoming election. Commissioner Lynch reported that he attended a training session on self contained breathing apparatus units with the Hopewell Valley Emergency Services Unit. Commissioner Lynch expressed his appreciation at being invited to attend. The Board discussed the status of the self contained breathing apparatus units with Chief Martin and Battalion Chief Bailey.

ADJOURNMENT

Motion by Treasurer Cseremsak and seconded by Commissioner Lynch to adjourn the meeting at 7:25 PM.

MOTION CARRIED

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MM' or 'MBM', written in a cursive style.

Matthew Martin
Chief of Emergency Services

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

RESOLUTION NO. 2013-11

**A RESOLUTION AUTHORIZING THE BOARD OF FIRE COMMISSIONERS
OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 TO EXECUTE A SHARED
SERVICES AGREEMENT WITH THE BOROUGH OF PENNINGTON**

WHEREAS, the Borough of Pennington (the "Borough") is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195, et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.), the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 (the "Board") for the provision of fire inspection services and other certain service required by The Fire Safety Act; and

WHEREAS, the Borough and the Board are both "local units," and the fire inspection services and other certain services required by The Fire Safety Act are "shared services" within the meaning of N.J.S.A. 40A:65-3.

NOW, THEREFORE, BE IT RESOLVED, that the Board Chairman be and is hereby authorized and directed to execute a Shared Services Agreement between the Borough and the Board for the provision of fire inspection services and other certain services required by The Fire Safety Act, substantially in the form annexed hereto (the "Agreement").

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	✓		✓			
Kintzel						✓
Lenarski		✓	✓			
Lynch			✓			
Chipowsky			✓			



Donald C. Kintzel, Secretary
A CERTIFIED COPY

January 24, 2013



THE BOROUGH OF PENNINGTON

January 16, 2013

Hopewell Township Board of Fire Commissioners
201 Washington Crossing – Pennington Road
Titusville, NJ 08560-1410

Attention: Matt Martin

Matt:

Enclosed please find a certified copy of the following Resolution approved at a meeting of the Pennington Borough Council on January 7, 2013 along with two copies of the signed agreements:

Resolution 2013-1.18

Authorizing Shared Services Agreement with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 to Provide All Required Fire Inspection Services for the Period January 1, 2013 through January 31, 2014

Please forward a copy of the fully executed agreement to my attention when completed.

Sincerely,

Betty Sterling
Borough Clerk/Treasurer

BOROUGH OF PENNINGTON

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
PENNINGTON AND THE BOARD OF FIRE COMMISSIONERS HOPEWELL
TOWNSHIP FIRE DISTRICT NO. 1 FOR THE PROVISION OF FIRE
INSPECTION SERVICES
JANUARY 1, 2013 TO DECEMBER 31, 2014**

THIS AGREEMENT dated as of January 1, 2013 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough") and the Board of Fire Commissioners Hopewell Township Fire District No. 1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195 et. seq.) (the "Fire Safety Act"); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et.seq.), the Borough desires to contract with the Board for provision of fire inspection services and certain other services required by The Fire Safety Act; and

WHEREAS, the Borough and the Board are both "local units" and the fire inspection services and other certain services are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and the Board respectively, and on file with the Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4 and 5;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services.** The Board agrees to provide to the Borough, for the benefit of the residents of the Borough, all fire inspection services required by the Fire Safety Act and any other related statute of the State of New Jersey (the "Services").
2. **Fee for the Services.** In connection with the provision of the Services, the Board shall have the right to collect all fees relating to the Services, as provided by applicable statutes.
3. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with a provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1 et seq., arising out of or relating to the performance of any activity under the terms of this Agreement.
4. **Reports.** During the term of this agreement, the Board agrees that it will forward monthly reports containing information on the number of inspections, fee revenue from inspections, number of violations, revenue generated by violations and such other information as the parties mutually agree upon.
5. **Meetings.** Upon request, the inspectors employed by the board will appear at meetings of the Borough to respond to questions that the Borough may have regarding the level, quality, and scope of performance relating to all Services provided under this Agreement.
6. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this agreement.
7. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such

arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.

8. Entire Agreement. This Agreement and the agreements referred to in this Agreement, contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understanding relating to the subject matter of this Agreement.

9. Amendments and Waivers. This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. No waiver by any party of any condition, or of any breach of any term in this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or of any breach of any other term.

10. Third-Party Beneficiaries. The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do no inure to the benefit of or confer rights upon any third party.

11. Severability. This Agreement shall be interpreted in all respects as if any invalid or enforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

12. Headings. The headings of this sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

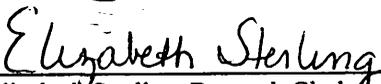
13. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey.

14. Construction. The language used in this Agreement shall be deemed to be the language chosen by te parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

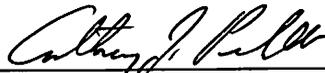
15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

Signed as of the date first above written.

ATTEST


Elizabeth Sterling, Borough Clerk

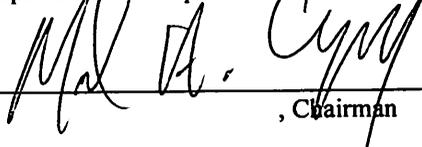
BOROUGH OF PENNINGTON
County of Mercer


By: Anthony J. Persichilli, Mayor

ATTEST:


, Secretary

BOARD OF FIRE COMMISSIONERS
Hopewell Township Fire District No. 1


, Chairman

**BOROUGH OF PENNINGTON
RESOLUTION #2013 – 1.18**

**A RESOLUTION AUTHORIZING SHARED
SERVICES AGREEMENT WITH THE BOARD OF FIRE COMMISSIONERS
OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1 TO PROVIDE ALL
REQUIRED FIRE INSPECTION SERVICES FOR THE PERIOD
JANUARY 1, 2013 THROUGH DECEMBER 31, 2014**

WHEREAS, the Borough of Pennington (“Borough”) is responsible for certain fire inspection services pursuant to the Uniform Fire Safety Act (N.J.S.A. 52:27D-195, et. seq.) (the “Fire Safety Act”); and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq.) the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 (the “Board”) for the provision of fire inspection services and other certain services required by the Fire Safety Act; and

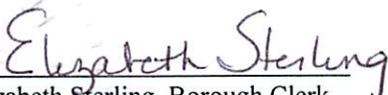
WHEREAS, the Borough and the Board are both “local units” and the fire inspection services and other certain services required by the Fire Safety Act are “shared services” within the meaning of N.J.S.A. 40A:65-3;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor of the Borough, with the attestation of the Borough Clerk, is hereby authorized to enter into and execute on behalf of the Borough a Shared Services Agreement providing for the aforesaid services in substantially the form annexed to this Resolution.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Dunn	S				Heinzel	X			
Griffiths	X				Ogren	X			
Heino	X				Tucker	M			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 7, 2013.


Elizabeth Sterling, Borough Clerk

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

RESOLUTION 2013-12

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
PENNINGTON BOROUGH FOR BASIC LIFE SUPPORT SERVICES**

WHEREAS, the Borough of Pennington (“Borough”) is responsible for providing a system for the provision of emergency care and transportation of persons who are sick or injured and in need of immediate medical care within the boundaries of the Borough; and

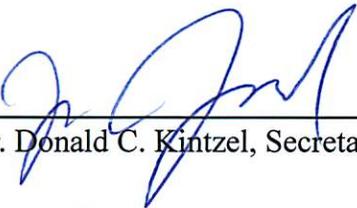
WHEREAS, for this purpose, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. Seq.), the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No.1 for the provision of Basic Life Support Services within the boundaries of the Borough; and

WHEREAS, the proposed Shared Services Agreement, of which a copy is attached, is in substantially the same form as the 2012 Agreement between these parties including the \$3,000 annual fee for the services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Hopewell Township Fire District No. 1, that the Chairman of the Board of Fire Commissioners is hereby authorized and directed to execute the attached Shared Services Agreement between the Board of Fire Commissioners and the Borough of Pennington for the provision of Basic Life Support Services within the boundaries of the Borough, subject to approval as to the final form by the Borough Attorney of the Borough of Pennington.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	✓		✓			
Kintzel						✓
Lenarski		✓	✓			
Lynch			✓			
Chipowsky			✓			



Mr. Donald C. Kintzel, Secretary

January 24, 2013



THE BOROUGH OF PENNINGTON

January 16, 2013

Hopewell Township Board of Fire Commissioners
201 Washington Crossing – Pennington Road
Titusville, NJ 08560-1410

Attention: Matt Martin

Matt:

Enclosed please find a certified copy of the following Resolution approved at a meeting of the Pennington Borough Council on January 7, 2013 along with two copies of the signed agreements:

Resolution 2013-1.17

Authorizing the Mayor to Execute a Shared Services Agreement with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 for the Provision of Basic Life Support Services for the year 2013

Please forward a copy of the fully executed agreement to my attention when completed.

Sincerely,

Betty Sterling
Betty Sterling
Borough Clerk/Treasurer

**Borough of Pennington
Resolution #2013 – 1.17**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
SHARED SERVICES AGREEMENT WITH THE BOARD OF FIRE
COMMISSIONERS OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
FOR THE PROVISION OF BASIC LIFE SUPPORT SERVICES FOR THE YEAR 2013**

WHEREAS, the Borough of Pennington (the "Borough"), is responsible for providing a system for the provision of emergency care and transportation of persons who are sick or injured and in need of immediate medical care within the boundaries of the Borough; and

WHEREAS, for this purpose, pursuant to the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et.seq.), the Borough desires to contract with the Board of Fire Commissioners of Hopewell Township Fire District No. 1 for the provision of Basic Life Support Services within the boundaries of the Borough;

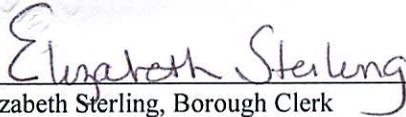
WHEREAS, the proposed Shared Services Agreement, of which a copy is attached, is in substantially the same form as the 2012 agreement between these parties including the \$3,000 annual fee for the services;

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Pennington, that the Mayor of the Borough of Pennington is hereby authorized and directed to execute the attached Shared Services Agreement between the Borough of Pennington and the Board of Fire Commissioners of Hopewell Township Fire District No.1 for the provision of Basic Life Support Services within the boundaries of the Borough, subject to approval as to final form by the Borough Attorney of the Borough of Pennington.

Record of Council Vote on Passage

COUNCILMAN	AYE	NAY	N.V.	A.B.	COUNCILMAN	AYE	NAY	N.V.	A.B.
Dunn	S				Heinzel	X			
Griffiths	X				Ogren	X			
Heino	X				Tucker	M			

This is to certify that the foregoing is a true copy of a Resolution adopted by the Borough Council of the Borough of Pennington at a meeting on January 7, 2013.


Elizabeth Sterling, Borough Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
PENNINGTON AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO.1 FOR THE PROVISION OF
EMERGENCY MEDICAL SERVICES AND BASIC LIFE SUPPORT
JANUARY 1, 2013 TO DECEMBER 31, 2013**

THIS AGREEMENT dated as of January 1, 2013 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey (the "Borough"), and the Board of Fire Commissioners Hopewell Township District No.1 (the "Board").

WITNESSETH THAT:

WHEREAS, the Borough is responsible for providing Emergency Medical Services and Basic Life Support ("BLS") within the Borough of Pennington; and

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 desires to contract with the Board for BLS services for the benefit of the residents of the Borough; and

WHEREAS, the Borough and the Board are both "local units" and the BLS services are "shared services" within the meaning of N.J.S.A. 40A:65-3; and

WHEREAS, the Borough and the Board have each by Resolution authorized the entry into this Agreement, with a copy being available for public inspection at the offices of both the Borough and Board respectively, and on file with The Division of Local Government Services in the Department of Community Affairs, pursuant to the provisions of N.J.S.A. 40A:65-4, and 5;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Scope of Services.** The Board agrees to provide to the Borough, for the benefit of the residents of the Borough, emergency BLS services
2. **Fee for the Services.** In connection with the provision of BLS services, the Board shall charge and the Borough shall pay Three Thousand \$3,000.00 Dollars per year during the term of this Agreement.
3. **Liability.** The Borough and the Board shall be responsible for acts of their own negligence consistent with the provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1 et.seq*" arising out of or relating to the performance of any activity under the terms of this Agreement.
4. **Termination.** Notwithstanding the terms of the agreement set forth herein, upon sixty (60) days written notice, either party may terminate this Agreement.
5. **Arbitration.** The parties agree that controversies arising under this Agreement or relating to any alleged breach thereof shall be determined by arbitration in accordance with the rules of the American Arbitration Association in Trenton, New Jersey or at a location mutually agreed upon by the parties. It is understood that such arbitration is final and binding upon the parties and by executing this Agreement the parties are waiving their rights to seek damages in court, including the right to a jury trial.
6. **Entire Agreement.** This Agreement and the agreements referred to in this Agreement contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to BLS services.

7. **Amendments and Waivers.** This Agreement may be amended, modified, superseded, or canceled, and any of the terms or conditions of this Agreement may be waived, only by a written instrument signed by each Party to this Agreement or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time to require performance of any provision in this Agreement shall not affect the right of that party at a later time to enforce that or any other provision. Waiver by any party of any condition or of any breach of any term in this Agreement, in any one or more instances, shall not be deemed to be a continuing waiver of such condition or of any breach of any other term.

8. **Third-Party Beneficiaries.** The provisions of this Agreement are solely between and for the benefit of the respective parties to this Agreement and do not inure to the benefit of or confer rights upon any third party.

9. **Severability.** This Agreement shall be interpreted in all respects as if any invalid or unenforceable provision were omitted from this Agreement. All provisions of this Agreement shall be enforced to the full extent permitted by law.

10. **Headings.** The headings of the sections and subsections of this Agreement have been inserted for convenience of reference only and shall not restrict or modify any of the terms or provisions of this Agreement.

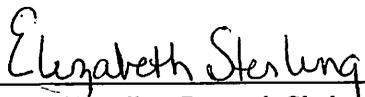
11. **Governing Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with the laws of the State of New Jersey, as applied to contracts made and to be performed in that state.

12. **Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless otherwise expressly provided, the words "include" and "including" whenever used in this Agreement shall not limit the preceding words or terms.

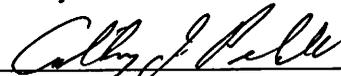
13. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and the counterparts shall together constitute one document. Counterparts may be signed and delivered by a party by fax, which shall be binding on that party when faxed, with one or more copies signed in original to be later delivered by express delivery service or mail.

Signed as of the date first written above:

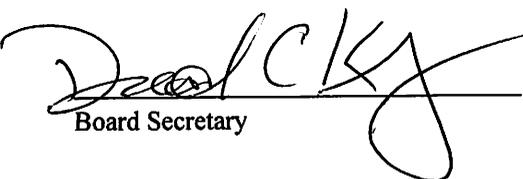
Attest:


Elizabeth Sterling, Borough Clerk

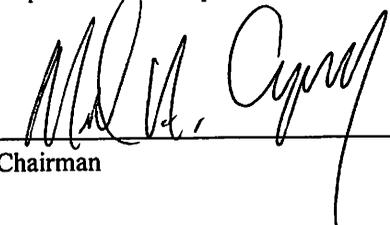
Borough of Pennington
County of Mercer


Anthony J. Persichilli, Mayor

Attest:


Board Secretary

Board of Fire Commissioners
Hopewell Township Fire District No. 1


Chairman

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

RESOLUTION 2013-13

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF FIRE
COMMISSIONERS AND THE CHIEF OF EMERGENCY SERVICES TO CERTIFY THE
DIVISION OF FIRE SAFETY END OF YEAR REPORTS**

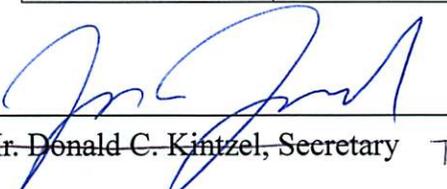
WHEREAS, the Board of Fire Commissioners of Hopewell Township Fire District No. 1, has received a request from the Division of Fire Safety to certify the number of life hazard use inspections conducted by the Hopewell Valley Bureau of Fire Safety for the year of 2012; and

WHEREAS, the requested report will be completed and reviewed;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Hopewell Township Fire District No. 1 that the requested report from the Division of Fire Safety will be completed and this resolution hereby authorizes the Chairman and the Chief of Emergency Services to submit the report.

RECORD OF BOARD VOTE ON PASSAGE

Commissioner	Moved	Second	Aye	Nay	Abstain	Absent
Cseremsak	✓		✓			
Kintzel						✓
Lenarski		✓	✓			
Lynch			✓			
Chipowsky			✓			



Mr. Donald C. Kintzel, Secretary Timothy Lynch

A CERTIFIED COPY

1/24/13