

Resolution No. 2014-18

RESOLUTION AUTHORIZING THE LOAN OF APPARATUS

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, relies on surrounding municipalities, fire districts and fire companies to provide mutual aid response in times of need; and

WHEREAS, to reciprocate, the Board frequently provides manpower, equipment and apparatus when requested; and

WHEREAS, Hainesport Fire Company (Hainesport Township) and Westampton Township Emergency Squad had, and have, a need for fire apparatus; and

WHEREAS, the Board has the availability to loan apparatus to said entities without impacting its ability to deliver fire service within Mount Holly.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, that it reaffirm its personnel decisions and that of the Board to loan apparatus to Hainesport Fire Company (Hainesport Township) and Westampton Township Emergency Squad, specifically, a pumper, under those terms and conditions deemed necessary by the Director of Fire Services and Chairman; and

BE IT FURTHER RESOLVED, that the Director of Fire Services notify the Board's insurance consultant of its actions; and

BE IT FURTHER RESOLVED, that the Director of Fire Services be authorized to enter into any agreement to effectuate the above and to obtain all insurance and hold harmless and indemnification agreements as directed by the District insurance consultant and solicitor; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board

bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the "Open Public Records Act"; N.J.S.A. 47:1A-1, *et seq.* and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.


CERTIFICATION

I, STEFANIE HAINES, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true and compared copy of this original Resolution now on file and of record in the District office which was duly adopted at a public hearing held on the 5th day of March, 2014.

I do further certify that the said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of - 5 - members, and that - 5 - members were present and - 5 - members voted affirmatively for the adoption of the Resolution and - 0 - members voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, on this 5th day of March, 2014.


STEFANIE HAINES, CLERK
Board of Fire Commissioners
Fire District No. 1
Township of Mount Holly

AGREEMENT

AGREEMENT made by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey with its principal office situate and located at 17 Pine Street, Mount Holly, New Jersey, 08060, hereinafter referred to as the "Board" and the Township of Westampton, County of Burlington and State of New Jersey with its principal office situate and located at 710 Rancocas Road, Westampton, New Jersey 08060, hereinafter referred to as the "Township". Collectively the "Board" and "Township" shall be referred to as the "Parties".

Whereas, the Township is responsible for fire protection and suppression within its boundaries; and

Whereas, due to the need to unforeseen circumstances, the Township is without backup apparatus; and

Whereas, the Township requested the Board's permission and authorization to use the Board's backup pumper for a short term until return of Township apparatus to service; and

Whereas, the Board finds and determines that fire protection and suppression within the District would not be negatively impacted under such circumstances:

Now, therefore, in consideration of the following promises, covenants and agreements, the Parties hereto agree as follows:

1. The Board shall permit the Township to use its backup engine (pumper) identified as a 2005 American LaFrance Metropolitan Pumper - 5011, VIN 4Z3AADCY45RV20459, hereinafter referred to as the "apparatus", from February 27, 2014 for a term not to exceed one (1) month unless otherwise extended in writing and signed by the Parties;
2. The Township shall maintain and provide proof of property damage and personal injury insurance coverage satisfactory to the Board's Insurance Consultant and insurance coverage with respect to loss or damage to the apparatus in an amount sufficient to replace same. The Board shall be named as a Loss Payee and/or Additional Insured, as the case may be, during the term of this Agreement. The Township shall assume all loss arising from its use of the apparatus;
3. The Township shall keep the apparatus in good repair and working order and return the apparatus in such condition. Only qualified mechanics shall work on the apparatus;
4. The Township shall take the apparatus in "as is" condition and rely upon its' representatives, agents or employees to inspect the apparatus and not upon any representation of the Board, its agents, representatives or employees as the Board makes no representations as to the condition or usefulness of the apparatus;

5. Only qualified operators shall be permitted to drive the apparatus and operate the pumps. All personnel utilizing the apparatus shall become familiar with same prior to use in emergency response;

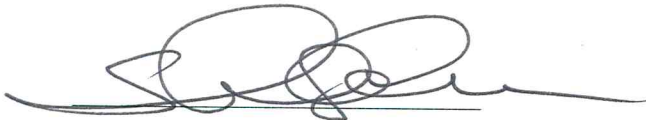
6. The Township shall indemnify the Board, its agents, representatives, servants, employees and officers from any claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees, arising out of, connected with, or resulting from use of the apparatus. Without limiting the generality of the proceeding sentence, the Township unequivocally agrees to hold the Board, its agents, representatives, employees and officers harmless for such occasions as set forth above; and

7. Both parties to this Agreement acknowledge that the respective entities have formally authorized those signers below to do so on each entity's behalf.

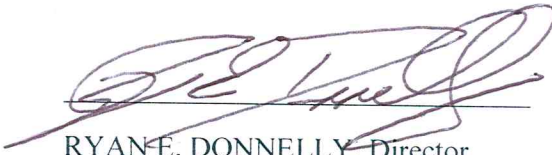
IN WITNESS WHEREOF, the undersigned representative of the parties here to execute this Agreement on the 24th day of February, 2014.

Witness:

Board of Fire Commissioners
Fire District No. 1
Township of Mount Holly

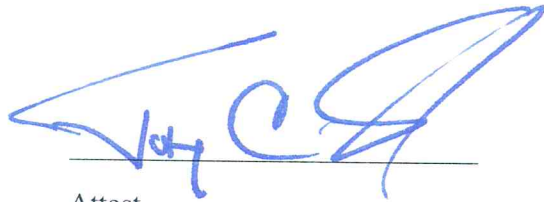


STEFANIE HAINES, Clerk




RYANE E. DONNELLY, Director

Township of Westampton



Attest



DONNA RYAN, Administrator