

**DIVISION OF LOCAL GOVERNMENT SERVICES**  
**SHARED SERVICES AGREEMENT**  
**COVER SHEET**

PROVIDER: Freehold Twp COUNTY: Monmouth

RECIPIENT: Fire Dist. 2 COUNTY: Monmouth

**BRIEF DESCRIPTION OF SERVICE:**

Vehicle Refueling
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EFFECTIVE DATE: 1/1/2014

EXPIRATION DATE: 12/31/2018

Please submit this cover sheet with shared service agreement either via email to [EGG@dca.state.nj.us](mailto:EGG@dca.state.nj.us) or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

# TOWNSHIP OF FREEHOLD

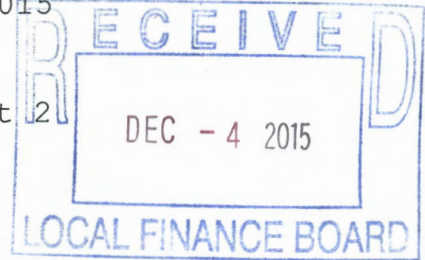


*MAYOR*  
*Thomas L. Cook*  
*TOWNSHIP COMMITTEE*  
*Anthony J. Ammiano, Deputy Mayor*  
*Barbara J. McMorrow*  
*Lester A. Preston, Jr.*  
*David M. Salkin*

*"Preserving and Enhancing the Quality of Life"*

November 25, 2015

Freehold Township Fire Commissioners District 2  
Gregory Brass - Chairman  
P.O. Box 896  
Freehold, NJ 07728



RE: R-15-273

Dear Mr. Brass:

The Township Committee of the Township of Freehold adopted the above-referenced resolution at its November 24, 2015 meeting.

In accordance with the provisions of the resolution, enclosed please find a certified copy.

Also enclosed are 2 copies of the agreement, executed by the Township. Please return one agreement for our files once executed by your office.

If you have any questions, please do not hesitate to call my office.

Very truly yours,

Terry Warner  
Township Clerk

TAW/lof

Encl.

Cc: P. Valesi, Freehold Twp. Administrator  
Division of Local Government Services  
C. Campbell, CFO  
S. Higgins, Superintendent of Public Works



# Resolution of the Township of Freehold

Monmouth County, New Jersey

No: R-15-273

Date of Adoption: November 24, 2015

**TITLE: RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH BOARD OF FIRE COMMISSIONERS-DISTRICT 2 FOR VEHICLE REFUELING**

DEC - 4 2015  
LOCAL FINANCE BOARD

## --- RESOLUTION ---

WHEREAS, the Freehold Township Board of Fire Commissioners-District 2 wishes to continue its Interlocal Service Agreement with the Township of Freehold whereby its vehicles are refueled at the Township Public Works Garage on Jackson Mill Road; and,

WHEREAS, a cooperative Agreement between Fire District 2 and the Township would be beneficial to all parties involved ; and,

WHEREAS, an Agreement entitled "Shared Services Agreement Between Freehold Township and Freehold Township Board of Fire Commissioners-District 2 for Vehicle Refueling" has been proposed and found acceptable;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Freehold that the Mayor and Township Clerk are hereby authorized to execute the above referenced Agreement;

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained in the Township Clerk's Office upon passage of this Resolution and available for public inspection;

BE IT FURTHER RESOLVED that, pursuant to NJSA 40A:65-1, a certified copy of the within Resolution shall be forwarded to New Jersey Department of Community Affairs, Division of Local Government Services;

BE IT FURTHER RESOLVED that a certified copy the within Resolution and copy of the Agreement be forwarded to the Chairman of the Board of Fire Commissioners-District 2, the Township Administrator, the Director of Public Works and the Director of Finance.

No. R-15-273

<b>VOTE OF THE TOWNSHIP COMMITTEE</b>							
COMMITTEEMAN	I	S	Y	N	NV	AB	
Mr. Ammiano			X				
Mrs. McMorrow	X		X				
Mr. Preston		X	X				
Mr. Salkin			X				
Mayor Cook			X				
I-Introduced By    S-Seconded By    X- Indicates Vote    NV- Not Voting    AB- Absent							

R-15-273

I do hereby certify that the foregoing is a true copy of a resolution adopted at a meeting of the Township Committee held November 24, 2015.

Signed: Jessie A. Warner  
Township Clerk

Date: November 25, 2015



SHARED SERVICES AGREEMENT – FIRE DISTRICT 2 – VEHICLE REFUELING

THIS AGREEMENT, effective January 1, 2016 and expiring December 31, 2018, is between FREEHOLD TOWNSHIP BOARD OF FIRE COMMISSIONERS-DISTRICT 2 (hereinafter “Board”) and TOWNSHIP OF FREEHOLD, a municipal corporation of the State of New Jersey, located in the County of Monmouth, 1 Municipal Plaza, Freehold, NJ 07728 (hereinafter “Township”).

WHEREAS, the Township maintains equipment for the refueling of Township vehicles at the Township Public Works Garage on Jackson Mill Road (hereinafter “refueling station”); and,

WHEREAS, the Township is desirous to continue cooperating with the Board in allowing its vehicles used for fire fighting purposes to be refueled at the Township refueling station; and,

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1 allows for such an Agreement;

NOW, THEREFORE, the Township and the Board agree as follows:

1. Vehicles used for fire fighting purposes (hereinafter “fire vehicles”) by the Board shall be allowed to refuel at the refueling station during non-business hours for the Township or other mutually agreeable times set by the parties as may be deemed expeditious and warranted from time to time and as evidenced by a separate writing.
2. Those accompanying the fire vehicles for refueling shall accept the reasonable direction and instruction of Township personnel assigned to monitor and oversee the refueling process.
3. The Township shall devise and institute a method of recording the following information:
  - a. Amount and type of fuel (gasoline or diesel) dispensed
  - b. Dates each such amount was dispensed
  - c. Vehicle identification (I.D.) number of fire vehicle into which the fuel was dispensed
4. On a monthly basis, the Township shall render to the Board a bill for the fuel dispensed. The cost per gallon shall be the Township’s cost plus ten (10) cents. Payment for each such bill shall be due thirty (30) days from the date of the bill.

5. The Township shall have the right, from time to time, to promulgate such rules and regulations as may be reasonable and necessary to control such refueling operations. A copy of all such rules and regulations shall be provided to the Board at least two (2) weeks prior to their effective date.

6. This Agreement shall remain in full force and effect for a period of three (3) years. However, either party may, by thirty (30) days advance written notice to the other, terminate this Agreement prior to its expiration date.

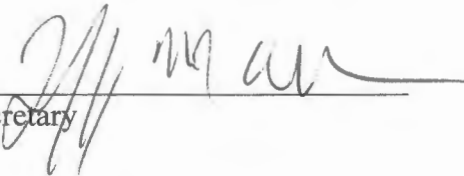
7. The Board agrees to reimburse the Township for all costs and expenses related to any property damage or personal injury which may result from the fire vehicles' use of the Township refueling station, which damage or injury was caused by the negligent, wanton or willful act of any person coming onto the Township's property pursuant to the provisions of this Agreement.

8. This Agreement shall be governed by the laws of the State of New Jersey and, specifically, by the Interlocal Services Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its properly authorized officers.


ATTEST: (AFFIX SEAL)

Secretary



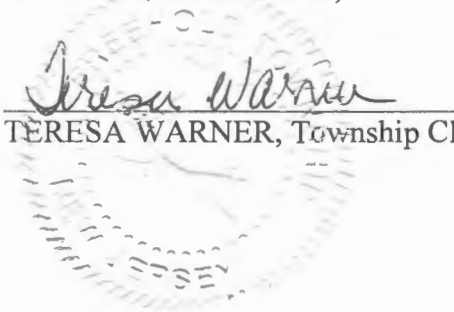
FREEHOLD TOWNSHIP BOARD OF FIRE  
COMMISSIONERS-DISTRICT 2

Chairman



ATTEST: (AFFIX SEAL)

TERESA WARNER, Township Clerk



TOWNSHIP OF FREEHOLD

THOMAS L. COOK, Mayor

