

FRANKLIN TOWNSHIP FIRE DISTRICT NO. 1
FRANKLIN TOWNSHIP, HUNTERDON COUNTY, NEW JERSEY
RESOLUTION 2023-11

FIRE PROTECTION AGREEMENT
2024

THIS AGREEMENT is made on this 14th day of November, 2023 by and between:

THE COMMISSIONERS OF FIRE DISTRICT NO. 1 IN THE TOWNSHIP OF FRANKLIN
COUNTY OF HUNTERDON, 67 QUAKERTOWN RD, PITTSTOWN, NEW JERSEY

hereinafter referred to as the COMMISSIONERS; and,

QUAKERTOWN VOLUNTEER FIRE COMPANY, INC.
67 QUAKERTOWN RD PITTSTOWN, NEW JERSEY 08867

hereinafter referred to as FIRE COMPANY.

NOW, THEREFORE, it is agreed between the parties as follows:

(1) This agreement shall be for a term of one year commencing on January 1, 2024, and ending on December 31, 2024.

(2) The sum of \$ 200,000.00 will be paid by the COMMISSIONERS to the FIRE COMPANY in the following manner:

(a) The sum of \$ 50,000.00 shall be payable within a reasonable time from receipt of funding from the Township of Franklin but in no event later than April 15, 2024.

(b) The sum of \$ 50,000.00 shall be payable within a reasonable time from receipt of funding from the Township of Franklin but in no event later than July 15, 2024.

(c) The sum of \$ 50,000.00 shall be payable within a reasonable time from receipt of funding from the Township of Franklin but in no event later than October 15, 2024.

(d) The sum of \$ 50,000.00 shall be payable within a reasonable time from receipt of funding

from the Township of Franklin but in no event later than December 15, 2024.

The COMMISSIONERS will require the submission of a voucher as a prerequisite to payment.

(3) The premises described in the lease and the apparatus and equipment referenced in Schedule A attached hereto shall be utilized primarily for training for providing and maintaining a means for the extinguishment of fires as required by both parties. For purposes hereof, the term "extinguishment of fires" shall be used in its broadest and most universal sense.

(4) The FIRE COMPANY will extinguish fires and perform other emergency services deemed to be in the interest of the public safety within the fire district or in such other areas pursuant to mutual aid agreements, be they formal or informal in nature, to the best of their knowledge, ability and personnel.

(5) The COMMISSIONERS shall provide funding for the extinguishment of fires and related district purposes as enumerated in applicable State statutes and the by-laws, if any, of the COMMISSIONERS. Said funding shall be in accordance with the approved budget of the COMMISSIONERS for the fiscal year of January 1, 2024 to December 31, 2024 and the ensuing years.

(6) The COMMISSIONERS shall be responsible for the maintenance of all apparatus and equipment covered by this agreement, the funding for which shall be as set forth in the approved budget of the COMMISSIONERS for the fiscal year of January 1, 2024 to December 31, 2024 and the ensuing years. All maintenance or repairs shall be undertaken only upon approval and consent of the fire district.

(7) The FIRE COMPANY agrees to provide to the COMMISSIONERS copies of fire reports, equipment inventories and such other reports as may be required by statute or by mutual agreement, at similarly mutually agreed intervals or as otherwise required by applicable statutory law.

(8) In addition to the payment of the amount listed above, the COMMISSIONERS shall provide insurance coverage as set forth in Schedule B attached hereto and made a part hereof. Where applicable, both parties shall be named in said policies as co-

insured parties and the levels of coverage shall be maintained at no less than those provided for by the policies in effect in January of 2024. Additional coverage for apparatus and equipment acquisitions during the period covered by this agreement shall similarly be the financial responsibility of the COMMISSIONERS, unless mutually agreed otherwise.

(9) This agreement is contingent upon adequate funding being provided in the annual budget and by appropriation of the COMMISSIONERS.

(10) If any section, paragraph, clause or sentence of this agreement is determined to be invalid, same shall be deemed severable and the remainder of this agreement shall survive, unless such invalidated language is material to the purposes and intentions of the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date and year first written above.

Attest:

THE COMMISSIONERS OF FIRE DISTRICT NO. 1
TOWNSHIP OF FRANKLIN, COUNTY OF HUNTERDON

By: [Signature], Secretary [Signature], President

Attest:

Quakertown Volunteer Fire Co., INC

By: [Signature], Secretary [Signature], President