

RESOLUTION ACCEPTING SURPLUS PROPERTY

WHEREAS, the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, is charged with fire prevention, protection and suppression within Fire District No. 4 pursuant to a contract with Ramtown-Howell Fire Company No. 2; and

WHEREAS, the Board of Fire Commissioners is a local unit pursuant to N.J.S.A. 40A: 11-36(2); and

WHEREAS, the Board finds and determines that the Mako Single Oxygen Containment Fill Station, Model #MCFS20XY offered for use to the Ramtown-Howell Fire Company No. 2 at no cost would be beneficial to the Board in the delivery of fire service within the District.

NOW THEREFORE BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, that it authorize its Chairman and Clerk to execute all necessary documents, including the attached Hold Harmless and Indemnity Agreement, to effectuate the transfer of possession of the Mako Single Oxygen Containment Fill Station for use by Ramtown-Howell Fire Company No. 2; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the Township of Brick along with a signed copy of the attached Hold Harmless and Indemnity Agreement; 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BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and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, MICHAEL L. ACAMPORA, Clerk of the Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, State of New Jersey, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 10th day of January, 2017.

I do further certify that the said Board of Fire Commissioners of Fire District No. 4, Township of Howell, County of Monmouth, 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. 4, Township of Howell, County of Monmouth, State of New Jersey, on this 10th day of January, 2017.



MICHAEL L. ACAMPORA, CLERK
Board of Fire Commissioners
Fire District No. 4
Township of Howell

**HOLD HARMLESS AND INDEMNITY AGREEMENT FOR
CONVEYANCE OF A MAKO SINGLE OXYGEN CONTAINMENT FILL STATION**

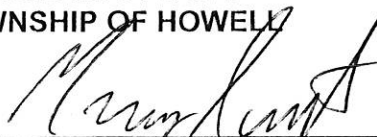
THIS AGREEMENT entered into this 30th day of December 2016, by and between the Township of Brick and the Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, 88 Ramtown-Greenville Road, Howell, N.J. 07731.

Based on the above promises, representations and warranties, the parties hereto agree as follows:


1. The Township of Brick agrees to convey to the Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, one (1) Mako Single Oxygen Containment Fill Station Model #MCFS20XY no longer for needed for public use.
2. The Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, acknowledged that the Mako Single Oxygen Containment Fill Station shall be picked up from the Township of Brick at a mutually agreed upon time at the Board's sole expense.
3. The Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, acknowledges that the transfer of the Mako Single Oxygen Containment Fill Station contemplated by this Agreement is intended to reduce surplus property currently in the Township of Brick's possession.
4. No Waiver: The failure of either party to insist upon strict performance of any of the provisions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a waiver to any subsequent default or breach of same or similar nature and the terms and conditions of this Agreement shall remain in full force and effect.
5. This Agreement shall be memorialized through a Resolution passed by the Township of Brick and kept on file at the Township in the Office of the Township Clerk.
6. This Agreement shall be memorialized through a Resolution passed by the Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, that shall be kept on file at the Office of the Township Clerk.
7. The Board of Fire Commissioners of Fire District No. 4, Township of Howell, on behalf Ramtown-Howell Fire Company No. 2, hereby covenants and agrees to save and hold the Township of Brick, its agents, servants and employees harmless from any and all liabilities or costs to the extent they arise out of negligence, gross negligence or willful misconduct with its or its employees, invites, contractors, subcontractors or volunteers' use of this vehicle.
8. Effect of Partial Invalidity: In the event any part of this Agreement is declared or found void, the remaining provisions shall nevertheless be binding with same effect as though the void part was deleted.

9. Notices: All Notices, demands and acceptances necessary and required hereunder shall be writing and be given to the parties at their addresses, or their attorneys, as set forth in this agreement, delivered by U.S. Mail or by facsimile.
10. Binding Agreement: This Agreement shall be binding upon the parties, their heirs, legal representatives, successors and assigns and upon the Corporation, it successors or assigns.
11. Parties to Implement Agreement: All parties bound by this Agreement shall promptly be executed and deliver any and all papers or instruments necessary or desirable to carry out the provisions of this Agreement.
12. Governing Law: The provisions of this Agreement shall be construed and interpreted according to the laws of the State of New Jersey.

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 4
TOWNSHIP OF HOWELL**

BY: 

Gregory E. Scarlato, Chairman

ATTEST:
BY: 

Michael L. Acampora, Clerk

TOWNSHIP OF BRICK

BY: _____
John G. Ducey, Mayor

ATTEST:
BY: _____
Lynnette A. Iannarone, Township Clerk