

Resolution No. 04032023-01

RESOLUTION OF THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH PROVIDING FOR THE ISSUANCE OF FIRE DISTRICT BONDS AUTHORIZED BY A SPECIAL ELECTION HELD ON OCTOBER 29, 2022 IN ACCORDANCE WITH N.J.S.A. 40A:14-85 RELATIVE TO THE FIRE DISTRICT'S SHARE OF THE COST OF VARIOUS IMPROVEMENTS TO THE TOWNSHIP'S COMMUNICATIONS INFRASTRUCTURE, INCLUDING CONSTRUCTION OF A NEW TOWER AND ACQUISITION OF VARIOUS ITEMS OF COMMUNICATIONS EQUIPMENT, PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID BONDS

WHEREAS, by resolution adopted on September 1, 2022 (the "Proposal Resolution"), The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the "Fire District") authorized that a special election be held on October 29, 2022 pursuant to N.J.S.A. 40A:14-85 to secure voter approval of a proposal (the "Proposal") to authorize a capital expenditure consisting of the Fire District's share of the cost of various improvements to the communications infrastructure of the Township of Howell (the "Township"), including construction of a new 150-foot tower at the location of Fire District No. 2 at 993 Highway 33, Howell, New Jersey, construction of shelters at various locations, and acquisition of various items of communications equipment, as set forth generally in plans and specifications on file in the office of the Municipal Clerk of the Township, which improvements will benefit the Fire District (the "Project"), in an amount not exceeding \$1,000,000.00, together with interest thereon, and the financing by the Fire District of the costs thereof through the execution by the Fire District of a shared services agreement with the Township and the other fire districts, and the issuance by the Fire District of its notes and/or bonds to the Township; and

WHEREAS, the Proposal was approved by the legally qualified voters of the Fire District at said special election (the "Voter Approval"); and

WHEREAS, on December 14, 2022, the Local Finance Board in the New Jersey Department of Community Affairs issued positive findings pursuant to N.J.S.A. 40A:5A-6 in respect of the project financing represented by the Fire District's share of the Project; and

WHEREAS, by resolution adopted on February 14, 2023, the Fire District has approved the execution and delivery of a Shared Services Agreement with the Township, the other fire districts located within the Township, and the Borough of Farmingdale (the "Shared Services Agreement"), setting forth the respective rights and responsibilities of the parties with respect to the financing and implementation of the Project, which Shared Services Agreement has since been executed and delivered by the Fire District; and

WHEREAS, as provided in the Shared Services Agreement, the Township will issue its general obligation bonds to finance the portion of the capital cost of the Project as is allocable to certain of the fire districts (including the Fire District), and each such fire district (including the Fire District) will issue its bonds to the Township to secure its payment obligation under the Shared Services Agreement with respect to its share of the capital costs of the Project; and

WHEREAS, on March 15, 2023, the Township sold \$3,215,000.00 aggregate principal amount of its General Obligation Bonds, Series 2023 to finance such portion of the capital cost of the Project as is allocable to such fire districts (including the Fire District); and

WHEREAS, pursuant to the Shared Services Agreement, and in accordance with the Proposal Resolution and the Voter Approval, it is now necessary to issue bonds of the Fire District in the aggregate principal amount of \$888,000.00 to finance the Fire District's allocable portion of the capital cost of the Project, and to sell such Fire District bonds to the Township as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, as follows:

Section 1. There shall be issued bonds of the Fire District in the aggregate principal amount of \$888,000.00 pursuant to the Proposal Resolution and the Voter Approval. The bonds of said issue (the "Bonds") shall be designated "Fire District Bonds, Series 2023" and shall be numbered from one (1) consecutively upward with a prefix designating the series. The Bonds shall be dated the date of delivery of the Bonds and will be issued in fully registered form.

Section 2. The Bonds shall bear interest at the interest rates per annum which are set forth in the table below from the date of issuance thereof payable on each April 1 and October 1, commencing on October 1, 2023. The Bonds will mature on April 1 in each year of maturity set forth below, and principal shall be payable to the Township, as registered owner of the Bonds. Interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months:

<u>MATURITY DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
04/01/2024	\$ 73,000	3.00%
04/01/2025	86,000	3.00
04/01/2026	81,000	3.00
04/01/2027	81,000	3.00
04/01/2028	85,000	3.00
04/01/2029	91,000	3.00
04/01/2030	93,000	3.00
04/01/2031	94,000	4.00
04/01/2032	100,000	4.00
04/01/2033	104,000	4.00

Section 3. The Bonds shall be signed by the Chairman of the Fire District, by his or her manual or facsimile signature, and the corporate seal of the Fire District shall be affixed thereto, or imprinted or reproduced thereon, and shall be attested by the manual signature of the Clerk or Assistant Clerk of the Fire District.

Section 4. The Bonds are hereby sold and awarded to the Township pursuant to the Shared Services Agreement, at an aggregate purchase price of \$931,328.77 (par amount of \$888,000.00, plus an original issue premium of \$43,328.77) and subject to netting to reflect (i) \$907,632.17, representing the Fire District's allocable share of the capital cost of the Project, (ii) \$18,089.44, representing the Fire District's allocable share of the costs of issuance of the Township relating to the Township Bonds, including the expenses of the Township in connection with the negotiation, authorization, execution and delivery of the Shared Services

Agreement, (iii) \$2,130.54, representing the Fire District's allocable share of the underwriter's discount for the Township Bonds, and (iv) \$3,476.62, representing capitalized interest to be credited against the first interest payment due on October 1, 2023. Settlement for the Bonds will be made in immediately available funds on April 4, 2023, or on such other date as may be agreed to by the Fire District and the Township.

Section 5. The Bonds and the registration provisions endorsed thereon shall be in substantially the following form:

No. R-1

\$888,000.00

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH

THE COMMISSIONERS OF FIRE DISTRICT NO. 4
IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH

FIRE DISTRICT BOND, SERIES 2023

DATE OF ORIGINAL ISSUE: April 4, 2023

The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the "Fire District") hereby acknowledges itself indebted and for value received promises to pay to the Township of Howell, in the County of Monmouth, New Jersey (the "Township"), or registered assigns, the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest and principal are payable to the Township at the Municipal Building located in Howell, New Jersey to the attention of the Chief Financial Officer, or at such other address as said Chief Financial Officer may, from time to time, direct. This bond is not subject to redemption prior to maturity.

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

This bond is one of an authorized issue of bonds of the Fire District and is issued pursuant to N.J.S.A. 40A:14-85, resolutions of the Fire District adopted on September 1, 2022 and April 3, 2023, and a proposal approved by the legally qualified voters of the Fire District at a special election duly called and held on October 29, 2022.

The full faith and credit of the Fire District is hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

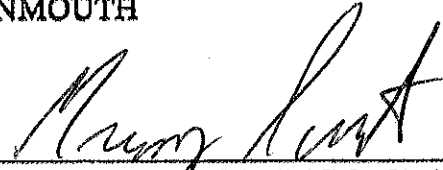
It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Fire District, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth has caused this bond to be executed in its name by the manual or facsimile signature of its Chairman, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Clerk or Assistant Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

[SEAL]

THE COMMISSIONERS OF FIRE DISTRICT NO. 4
IN THE TOWNSHIP OF HOWELL, COUNTY OF
MONMOUTH

By:



GREGORY E. SCARLATO, Chairman

ATTEST



MICHAEL L. ACAMPORA, Clerk

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

THE COMMISSIONERS OF FIRE DISTRICT NO. 4
IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH

FIRE DISTRICT BOND, SERIES 2023

Schedule of Principal and Interest Payments

Section 6. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the Township and the payment of the purchase price thereof in accordance with the Shared Services Agreement, the Chairman of the Fire District is hereby authorized and directed as of said date of issue, to execute and deliver to the Township an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended.

Section 7. The Chairman is hereby authorized and directed, as is the Clerk and any Assistant Clerk, to execute all documents and certificates, necessary for the sale and delivery of the Bonds. Any action which has been taken prior to the date hereof by the officers, employees, consultants and agents of the Fire District with respect to the sale of the Bonds, and the offering and sale of the Township Bonds, are hereby ratified and approved on behalf of the Fire District.

Section 8. This resolution shall take effect immediately; 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.

Board of Commissioners Recorded Vote

Member	Motion	Second	Aye	Nay	Abstain	Absent
Gregory E. Scarlato			X			
James S. Bailey	X		X			
Richard H. Stalling						X
Michael L. Acampora			X			
Ricky V. Romano		X	X			

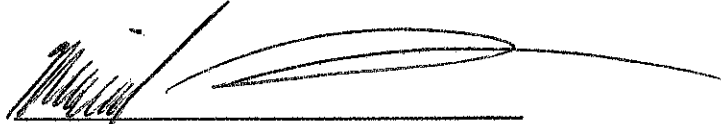
CERTIFICATION

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 conformed 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 3rd day of April, 2023.

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 - - members were present and - - members voted affirmatively for the adoption of the Resolution and - - 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 3rd day of April, 2023.



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

CLERK'S CERTIFICATE

I, MICHAEL L. ACAMPORA, Clerk of The Board of Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the "Fire District"), HEREBY CERTIFY as follows that:

1. Attached hereto as Exhibit A is a true and complete copy of a resolution entitled, "RESOLUTION OF THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-6", which was adopted by the Commissioners of the Fire District a meeting thereof duly called and held on September 1, 2022 ("LFB Resolution"). The LFB Resolution has not been amended, altered or repealed and, as such, remains in full force and effect.

2. Attached hereto as Exhibit B is a copy of a Resolution, entitled "AUTHORIZING SPECIAL ELECTION IN ACCORDANCE WITH N.J.S.A. 40A:14-85 RELATIVE TO THE FIRE DISTRICT'S SHARE OF THE COST OF VARIOUS IMPROVEMENTS TO THE TOWNSHIP'S COMMUNICATIONS INFRASTRUCTURE, INCLUDING THE CONSTRUCTION OF A NEW TOWER AND ACQUISITION OF VARIOUS ITEMS OF COMMUNICATIONS, IN AN AMOUNT NOT EXCEEDING \$1,000,000.00, TOGETHER WITH INTEREST THEREON, AND THE FINANCING BY THE FIRE DISTRICT OF THE COSTS THEREOF THROUGH THE ISSUANCE BY THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP AND OTHER FIRE DISTRICTS, AND THE ISSUANCE BY THE FIRE OF ITS NOTES AND/OR BONDS TO THE TOWNSHIP" and adopted by the Commissioners of the Fire District at a meeting thereof duly called and held on September 1, 2022 (the "Authorizing Resolution"), which has been compared by me with the original thereof officially recorded in the official records of the Fire District and is a true and correct copy thereof and of the whole of said Authorizing Resolution. Said Authorizing Resolution was adopted by the recorded affirmative vote of at least a majority of all the members of the Board of Commissioners of the Fire District (the "Board"), at a regular meeting thereof duly called and held on September 1, 2022 in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. (the "OPMA"). The Authorizing Resolution authorized the submission to the legal voters of a ballot question (the "Ballot Question") pertaining to approval of the Fire District's share of the improvements to the Township of Howell, in the County of Monmouth (the "Township") communications infrastructure, including the purchase and installation of radio equipment and accessories necessary to ensure proper firematic operations and the continued safety of the firefighters and the public (the "Project") at a total cost not to exceed \$1,000,000.00, to be paid by the issuance of bonds or notes of the Fire District to the Township.

3. The Ballot Question, as authorized by the Authorizing Resolution, was duly submitted to the voters of the Fire District as a bond referendum (the "Bond Referendum") by way of a special election held on October 29, 2022 (the "Special Election"). In accordance with N.J.S.A. 40A:14-72, notice of the Special Election was published at least once in a newspaper circulating in the district, at least six weeks prior to the date fixed for the election. In accordance with N.J.S.A. 40A:14-76, the polls for the Special Election were opened between the hours of 2:00 pm and 9:00 pm.

4. The Bond Referendum was conducted in accordance with all applicable provisions of New Jersey law, including N.J.S.A. 40A:14-85 and any applicable provisions of Title 19 of the New Jersey Statutes. In accordance with N.J.S.A. 40A:14-85, notices of the Special Election were posted by the Clerk of the Board in 10 public places, at least 10 days prior to the date of the Special Election. As reflected in Exhibit C entitled "Election Results", a majority of the legal voters voting on the Ballot Question voted in favor thereof.

5. The total assessed valuation of the taxable property in the Fire District, as of January 1, 2023, is \$1,202,470,200.00 and two percent (2%) of that number is \$24,049,404.00 (the "Debt Limit"). As of the date of this Certificate, there is \$-0- in aggregate principal amount of Fire District bonds outstanding. Accordingly, the combined amount of Fire District bonds authorized by the Bond Referendum plus the amount of outstanding Fire District bonds (i.e., \$1,000,000.00), is less than the Debt Limit and is therefore within the statutory debt limit of the Fire District, as set forth in N.J.S.A. 40A:14-85.

6. Attached hereto as Exhibit D is a true and complete copy of a resolution entitled, "RESOLUTION OF THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH AUTHORIZING THE EXECUTION AND DELIVERY OF A SHARED SERVICES AGREEMENT RELATIVE TO THE FIRE DISTRICT'S SHARE OF THE COST OF VARIOUS IMPROVEMENTS TO THE TOWNSHIP'S COMMUNICATIONS INFRASTRUCTURE, INCLUDING CONSTRUCTION OF A NEW TOWER AND ACQUISITION OF VARIOUS ITEMS OF COMMUNICATIONS EQUIPMENT", which was adopted by the Commissioners of the Fire District at a meeting thereof duly called and held on February 14, 2023 (the "Shared Services Resolution"). The Share Services Resolution has not been amended, altered or repealed and, as such, remains in full force and effect.

7. Attached hereto as Exhibit E is a true and complete copy of a resolution entitled, "RESOLUTION OF THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH PROVIDING FOR THE ISSUANCE OF FIRE DISTRICT BONDS AUTHORIZED BY A SPECIAL ELECTION HELD ON OCTOBER 29, 2022 IN ACCORDANCE WITH N.J.S.A. 40A:14-85 RELATIVE TO THE FIRE DISTRICT'S SHARE OF THE COST OF VARIOUS IMPROVEMENTS TO THE TOWNSHIP'S COMMUNICATIONS INFRASTRUCTURE, INCLUDING CONSTRUCTION OF A NEW TOWER AND ACQUISITION OF VARIOUS ITEMS OF COMMUNICATIONS EQUIPMENT, PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID BONDS", which was adopted by the Commissioners of the Fire District at a meeting thereof duly called and held on April 3, 2023 (the "Bond Resolution"). The Bond Resolution has not been amended, altered or repealed and, as such, remains in full force and effect.

8. Attached hereto as Exhibit F is a true and complete executed copy of the Shared Services Agreement, dated as of April 4, 2023, by and among the Township, the Borough of Farmingdale, in the County of Monmouth, New Jersey, The Commissioners of Fire District No. 1 in the Township of Howell, County of Monmouth, The Commissioners of Fire District No. 2 in the Township of Howell, County of Monmouth, The Commissioners of Fire District No. 3 in the

Township of Howell, County of Monmouth, The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth, and The Commissioners of Fire District No. 5 in the Township of Howell, County of Monmouth (the "Shared Services Agreement". The Shared Services Agreement has not been amended, altered, supplemented or repealed and, as such, remains in full force and effect.

9. The below-named individuals are, on the date hereof, authorized to enter into, execute and deliver, in the name of and on behalf of the Fire District, any contract or other instrument, including, but not limited to the Share Services Agreement, that is necessary or required of the Fire District in connection with the Project; and the signatures set forth below opposite the names of such individuals are their genuine and authentic signatures:

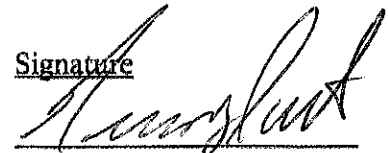
Name

Title

Signature

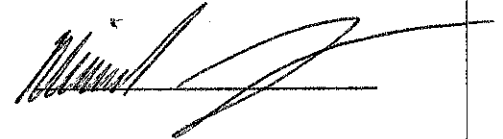
GREGORY E. SCARLATO

CHAIRMAN



MICHAEL L. ACAMPORA

CLERK



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Fire District this 4th day of April, 2023.

(SEAL)



MICHAEL L. ACAMPORA, CLERK

ATTACHMENTS

- A) LFB Resolution
- B) Authorizing Resolution
- C) Election Results
- D) Shared Services Resolution
- E) Bond Resolution
- F) Shared Services Agreement

CHAIRMAN'S CERTIFICATE

I, GREGORY E. SCARLATO, Chairman of The Board of Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the "Fire District"), HEREBY CERTIFY as follows that:

1. The Shared Services Agreement, dated as of April 4, 2023, by and among the Township of Howell, in the County of Monmouth, New Jersey, the Borough of Farmingdale, in the County of Monmouth, New Jersey, The Commissioners of Fire District No. 1 in the Township of Howell, County of Monmouth, The Commissioners of Fire District No. 2 in the Township of Howell, County of Monmouth, The Commissioners of Fire District No. 3 in the Township of Howell, County of Monmouth, The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth, and The Commissioners of Fire District No. 5 in the Township of Howell, County of Monmouth (the "Shared Services Agreement"), and any and all other agreements and documents required to be executed and delivered by the Fire District in order to carry out, give effect to and consummate the transactions contemplated thereby have been duly authorized, executed and delivered by the Fire District, and as of the date hereof each is in full force and effect and constitutes a legal, valid and binding agreement of the Fire District, enforceable in accordance with its terms;

2. No action, suit, proceeding, inquiry or investigation is pending or, to the knowledge of the Fire District, threatened against the Fire District, affecting the existence of the Fire District or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the entry into the Shared Services Agreement, or contesting the power or authority of the Fire District to enter into the Shared Services Agreement, the adoption of the resolution of the Fire District authorizing same (the "Resolution"), or in any way contesting or affecting the validity or enforceability of the Resolution;

3. No authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons), is required for the valid adoption of the Resolution or the valid authorization, execution and delivery of the Shared Services Agreement or any other agreement or instrument to which the Fire District is a party and which is used in the consummation of the transactions contemplated thereby; and

4. The authorization, execution and delivery of the Shared Services Agreement, and any other agreement or instrument to which the Fire District is a party and which is used in the consummation of the transactions contemplated thereby and the fulfillment of the terms and provisions thereof by the Fire District will not, to the knowledge of the Fire District, conflict with, violate or result in a breach of any law or any administrative regulation or decree applicable to the Fire District, or conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Fire District is a party or by which it is bound, or any order, rule or regulation applicable to the Borough/Fire District of any court or other governmental body.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Fire District this 4th day of April, 2023.

(SEAL)

A handwritten signature in black ink, appearing to read "Gregory E. Scarlato", written over a horizontal line.

GREGORY E. SCARLATO, Chairman

SENDZIK & SENDZIK

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JAY C. SENDZIK*
KATE SENDZIK HAINES

JANICE L. RICHTER
Of Counsel

* 1077-8021

April 4, 2023

The Commissioners of Fire District No. 4 in the
Township of Howell, County of Monmouth
88 Ramtown-Greenville Road
Howell, New Jersey 07731

Township of Howell, in the County of Monmouth,
New Jersey
4567 Route 9 North
Howell, New Jersey 07731

Re: The Commissioners of Fire District No. 4 in the Township of Howell,
County of Monmouth – Shared Services Agreement April 4, 2023 and
\$888,000.00 Fire District Bonds, Series 2023

Ladies and Gentlemen:

We have acted as Counsel to The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the “Board” when referring to the governing body, and the “Fire District” when referring to the legal entity and the territorial boundaries governed by the Board), a fire district organized and existing under the laws of the State of New Jersey (the “State”), in connection with (i) the authorization, execution and delivery by the Fire District of that certain Shared Services Agreement dated April 4, 2023 (the “Shared Services Agreement”) by and among the Township of Howell, in the County of Monmouth, New Jersey (the “Township”), the Fire District and the other public entities named therein (collectively with the Township and the Fire District, the “Parties”) and (ii) the authorization, sale, execution and delivery by the Fire District of its \$888,000.00 principal amount of Fire District Bonds, Series 2023 (the “Bonds”).

The Shared Services Agreement is entered into in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the “USSCA”) and other provisions of law, and a resolution adopted by the Fire District on February 14, 2023 (the “SSA Resolution”), in order to provide for an orderly and efficient means by which the Parties may undertake a capital project consisting of various improvements to the Township’s communications infrastructure, including construction of a new 150 foot tower at the location of Fire District No. 2 at 993 Highway 33, Howell, New Jersey, construction of shelters at various locations, and acquisition of various items of communications equipment, as more fully described in the Shared Services Agreement (collectively, the “Project”). In the Shared Services Agreement, the Fire District has agreed, *inter*

alia, to pay its share of the capital and operating costs of the Project to the Township, and to secure its payment obligation with respect to the capital costs through the issuance of the Bonds to the Township.

The Bonds are issued pursuant to the provisions of N.J.S.A. 40A:14-70 et seq. (the "Act") and in accordance with a proposal (the "Proposal") adopted by a resolution of the Board adopted on September 1, 2022 (the "Proposal Resolution") and a bond resolution of the Board adopted on April 3, 2023 (the "Bond Resolution"), each in all respects duly approved as required by law. The Proposal was approved by a majority of the voters of the Fire District at a special Fire District election duly held on October 29, 2022, and the New Jersey Local Finance Board issued positive findings in respect of the Bonds on December 14, 2022.

The Bonds are dated their date of delivery and mature on April 1 in each year in the principal amounts set forth in the table below. Interest on the Bonds, at the respective rates of interest set forth below, is payable semiannually on April 1 and October 1, commencing on October 1, 2023, until maturity or prior redemption.

<u>Year</u>	<u>Principal</u>	<u>Rate</u>
2024	\$73,000.00	3.00%
2025	\$86,000.00	3.00%
2026	\$81,000.00	3.00%
2027	\$81,000.00	3.00%
2028	\$85,000.00	3.00%
2029	\$91,000.00	3.00%
2030	\$93,000.00	3.00%
2031	\$94,000.00	4.00%
2032	\$100,000.00	4.00%
2033	\$104,000.00	4.00%

In rendering this opinion, we have examined certified copies of the SSA Resolution, the Proposal Resolution and the Bond Resolution, and all other proceedings of the Authority taken to authorize the Shared Services Agreement and the Bonds (collectively, the "Local Proceedings"), and such matters of law, including, *inter alia*, the USSCA and the Act, as we have deemed necessary. We have relied on all such documents and certificates of officials of the Fire District, and other participants to the transaction, and the truthfulness thereof, as we have deemed necessary to form the basis of the opinions hereinafter expressed. We have assumed that all the original documents supplied to us are genuine and complete and that all copies supplied to us conform to the original documents and are complete.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Local Proceedings have been validly adopted and are in full force and effect.
2. The Fire District has full legal right and power and is authorized to execute and deliver and to perform its obligations under the Shared Services Agreement.
3. The Fire District has duly authorized all necessary action to be taken by it for the execution, delivery and performance by the Fire District of the Shared Services Agreement.

4. The approval, execution, delivery and performance by the Fire District of the Shared Services Agreement do not and will not contravene any provision of existing law or regulation.

5. The Shared Services Agreement, assuming due authorization, execution and delivery by each of the other Parties thereto, is the legal, valid and binding obligation of the Fire District, enforceable against the Fire District in accordance with its terms.

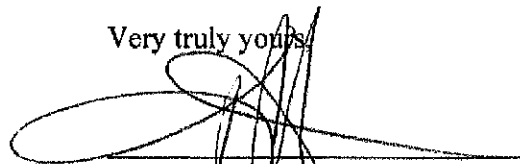
6. The Bonds are legal, valid and binding general obligations of the Fire District enforceable in accordance with their terms and the terms of the Local Proceedings, and, unless paid from other sources, are payable from *ad valorem* taxes levied upon all the taxable property within the jurisdiction of the Fire District which is subject to the levy of *ad valorem* taxes, without limitation as to rate or amount.

For the purposes of this opinion, the enforceability (but not the validity) of the documents mentioned herein may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws now or hereafter enacted by any state or by the federal government affecting the enforcement of creditors' rights generally, and by equitable principles, and the phrases "enforceable against the Fire District in accordance with its terms" and "enforceable in accordance with their terms" shall not mean that specific performance would necessarily be available as a remedy in every situation.

We express no opinion regarding other federal and state tax consequences arising with respect to the Bonds. We express no opinion herein with respect to the adequacy of the security for the Bonds or the sources of payment for the Bonds or with respect to the accuracy or completeness of any offering document or other information pertaining to the offering for sale of the Bonds.

The opinions expressed herein are limited to and based upon the laws and judicial decisions of the State of New Jersey and the United States of America as of the date hereof and are subject to any amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for our opinions, or laws or judicial decisions hereafter enacted or rendered. Our engagement by the Fire District with respect to the opinions expressed herein does not require, and shall not be construed to constitute, a continuing obligation on our part to notify or otherwise inform the addressee hereof of the amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for this opinion letter or of laws or judicial decisions hereafter enacted or rendered which impact on this opinion letter

Very truly yours,



KATE SENDZIK HAINES, ESQ.

No. R-1

\$888,000.00

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH

THE COMMISSIONERS OF FIRE DISTRICT NO. 4
IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH

FIRE DISTRICT BOND, SERIES 2023

DATE OF ORIGINAL ISSUE: April 4, 2023

The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth (the "Fire District") hereby acknowledges itself indebted and for value received promises to pay to the Township of Howell, in the County of Monmouth, New Jersey (the "Township"), or registered assigns, the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest and principal are payable to the Township at the Municipal Building located in Howell, New Jersey to the attention of the Chief Financial Officer, or at such other address as said Chief Financial Officer may, from time to time, direct. This bond is not subject to redemption prior to maturity.

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

This bond is one of an authorized issue of bonds of the Fire District and is issued pursuant to N.J.S.A. 40A:14-85, resolutions of the Fire District adopted on September 1, 2022 and April 4, 2023, and a proposal approved by the legally qualified voters of the Fire District at a special election duly called and held on October 29, 2022.

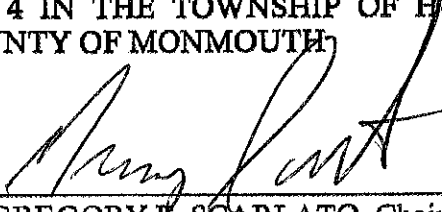
The full faith and credit of the Fire District is hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Fire District, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, The Commissioners of Fire District No. 4 in the Township of Howell, County of Monmouth has caused this bond to be executed in its name by the manual or facsimile signature of its Chairman, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Clerk or Assistant Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

[SEAL]

THE COMMISSIONERS OF FIRE DISTRICT
NO. 4 IN THE TOWNSHIP OF HOWELL,
COUNTY OF MONMOUTH

By: 
GREGORY E. SCARLATO, Chairman

ATTEST:


MICHAEL L. ACAMPORA, Secretary

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto
_____. (Please Print or Type Name and Address of Assignee) the
within bond and irrevocably appoints _____ as Attorney to transfer
this bond on the registration books of the _____ with full power of
substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

THE COMMISSIONERS OF FIRE DISTRICT NO. 4
IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH

FIRE DISTRICT BOND, SERIES 2023

Schedule of Principal and Interest Payments

SHARED SERVICES AGREEMENT

This Shared Services Agreement (this "**Agreement**") is made and entered into on this 4th day of April, 2023, by and among:

TOWNSHIP OF HOWELL, IN THE COUNTY OF MONMOUTH, NEW JERSEY, a municipal corporation and public body corporate and politic of the State of New Jersey (the "**State**") with its principal offices located at the Municipal Building, 4567 Route 9 North, Howell, New Jersey 07731 (the "**Township**"),

BOROUGH OF FARMINGDALE, IN THE COUNTY OF MONMOUTH, NEW JERSEY, a municipal corporation and public body corporate and politic of the State with its principal offices located at the Borough Hall, 11 Asbury Avenue, Farmingdale, New Jersey 07727 (the "**Borough**"),

THE COMMISSIONERS OF FIRE DISTRICT NO. 1 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, a fire district and body corporate of the State with its principal offices located at 271 Squankum Road, Farmingdale, New Jersey 07731 ("**Fire District No. 1**"),

THE COMMISSIONERS OF FIRE DISTRICT NO. 2 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, a fire district and body corporate of the State with its principal offices located at 993 Highway 33, Adelphia, New Jersey 07731 ("**Fire District No. 2**"),

THE COMMISSIONERS OF FIRE DISTRICT NO. 3 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, a fire district and body corporate of the State with its principal offices located at 1320 Maxim-Southard Road, Howell, New Jersey 07731 ("**Fire District No. 3**"),

THE COMMISSIONERS OF FIRE DISTRICT NO. 4 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, a fire district and body corporate of the State with its principal offices located at 88 Ramtown-Greenville Road, Howell, New Jersey 07731 ("**Fire District No. 4**"), and

THE COMMISSIONERS OF FIRE DISTRICT NO. 5 IN THE TOWNSHIP OF HOWELL, COUNTY OF MONMOUTH, a fire district and body corporate of the State with its principal offices located at 17 East 5th Street, Howell, New Jersey 07731 ("**Fire District No. 5**"),

WITNESSETH

WHEREAS, Fire District No. 1, Fire District No. 2, Fire District No. 3, Fire District No. 4 and Fire District No. 5 (collectively, the "**Fire Districts**") had a study undertaken by a radio consultant relative to issues of communication on the fire scene and any necessary improvements required relative to same; and

WHEREAS, the radio consultant advised the Fire Districts that the purchase and installation of radio equipment and accessories was necessary to ensure proper firematic operations and the continued safety of the firefighters and the public; and

WHEREAS, the Fire Districts have secured the necessary pricing from a vendor concerning the purchase and installation of the radio equipment and accessories; and

WHEREAS, the Fire Districts have additionally engaged in discussion with the Township concerning the Township's overall communications infrastructure and the desirability of undertaking improvements to Township and Fire District communications infrastructure in a coordinated manner; and

WHEREAS, as it is geographically surrounded by the Township, the Borough has expressed a desire to participate in the operation of the new communications system serving the Township and the Fire Districts; and

WHEREAS, the hereinafter-defined Project has been designed to benefit, and will benefit, benefit each of the Township, the Borough and the Fire Districts; and

WHEREAS, such portion of the capital cost of the hereinafter-defined Project as is allocable to the Township and the Borough (the "**Township Share**") will be provided by the Township from: (i) a portion of the proceeds of the hereinafter-defined 2021 MCIA Bonds in the amount of \$1,520,133.00 (the "**Available MCIA Bond Proceeds**") and (ii) the proceeds of Township notes and/or bonds (the "**Other Bonds**") to be issued under a \$340,000.00 bond ordinance of the Township finally adopted on November 22, 2022 (the "**Township Costs Bond Ordinance**"), with the understanding that the Borough will reimburse the Township for an agreed-upon portion of the Township Share; and

WHEREAS, such portion of the capital cost of the Project as is allocable to Fire District No. 2 (the "**Fire District No. 2 Share**") will be provided by Fire District No. 2 by means of a capital appropriation in the amount of \$800,000.00 authorized by the voters of such Fire District at a special meeting of such Fire District held on November 22, 2022, and which capital appropriation has been included in the calendar year 2023 budget of such Fire District as approved by the voters of such Fire District on February 18, 2023 (the "**Fire District No. 2 Capital Appropriation**"); and

WHEREAS, the Township is willing to issue its bonds under a separate \$4,160,000.00 bond ordinance of the Township finally adopted on December 16, 2022 (the "**Fire District Costs Bond Ordinance**") for such portion of the capital cost of the Project as is allocable to Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 (the "**Fire District Nos. 1, 3, 4 and 5 Share**"), provided that (i) each such Fire District commits to pay its allocable portion of the Fire District Nos. 1, 3, 4 and 5 Share to the Township through the execution of this Agreement and (ii) each such Fire District secures its payment obligation with respect to the capital costs thereof through the issuance of its bonds to the Township; and

WHEREAS, each Fire District's allocable share of the cost of such improvements to the Township's communications infrastructure is a capital project of such Fire District requiring voter approval, which voter approval was obtained (i) in the case of Fire District No. 2, by way

of the special meeting held on November 22, 2022 and the approval of the 2023 budget on February 18, 2023 and (ii) in the case of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5, by way of special elections held in each such Fire District on October 29, 2022, in each case authorizing debt in the amount of \$1,000,000.00 (or \$1,200,000.00 in the case of Fire District No. 3); and

WHEREAS, the payments to be made by such Fire District under this Agreement in respect of such capital costs (including, in the case of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No 5, debt service on its bonds) constitute capital expenditures of such Fire District excluded from the Fire District's tax levy cap under N.J.S.A. 40A:4-44.45; and

WHEREAS, in addition to the capital costs, each Fire District will be responsible for paying to the Township a portion of the operating costs relating to such improvements to the Township's communications infrastructure, as provided herein;

WHEREAS, each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 has made application to the New Jersey Local Finance Board (the "**Local Finance Board**") for findings in respect of the project financing represented by the execution of this Agreement and the issuance of such Fire District's bonds to the Township, which findings have been issued by the Local Finance Board on December 13, 2022; and

WHEREAS, the Township has also made application to the Local Finance Board for a waiver of down payment pursuant to N.J.S.A. 40A:2-11(c) and N.J.S.A. 40A:2-7(d), which waiver has been granted by the Local Finance Board on December 13, 2022; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "**Act**"), authorizes local units of the State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Township, the Borough and each of the Fire Districts is a "local unit" under the Act; and

WHEREAS, pursuant to N.J.S.A. 40A:2-3(a) and N.J.S.A. 40A:2-22, the Township is authorized to undertake such improvements to the Township's communications infrastructure and issue its notes and/or bonds to finance the costs thereof; and

WHEREAS, pursuant to N.J.S.A. 40A:14-34, the Township is also authorized to appropriate such sums as it may deem necessary for the purchase of fire equipment, supplies and materials for use by the Fire Districts, the title to which shall remain with the Township, provided that the funds shall be controlled and disbursed by the Township; and

WHEREAS, pursuant to N.J.S.A. 40A:14-84, Fire District No. 2 is authorized to raise money for capital purposes in an amount not exceeding 5 mills on the dollar of the last assessed valuation of the property in such Fire District upon approval of the legal voters at a special meeting of such Fire District, which approved amount shall be included in the next succeeding annual budget of such Fire District under the section for capital appropriations; and

WHEREAS, pursuant to N.J.S.A. 40A:14-85, each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 is authorized to appropriate money and purchase property and equipment for the extinguishment of fires, subject to approval by the legal voters within such district; and

WHEREAS, pursuant to N.J.S.A. 40A:14-86 et seq., each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 is authorized to issue its bonds to finance the costs thereof, subject to approval by the legal voters within such district; and

WHEREAS, the Township, the Borough and the Fire Districts have determined to enter into this Agreement in order to provide for an orderly and efficient means by which the Township may undertake such improvements to the Township's communications infrastructure for the collective benefit of the Township, the Borough and each of the Fire Districts;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the Township, the Borough and the Fire Districts do hereby mutually undertake, promise and agree, each for itself and its agents, successors and assigns, as follows:

Section 1. The Township, the Borough and the Fire Districts (collectively, the "**Parties**") hereby agree to undertake a capital project consisting of various improvements to the Township's communications infrastructure, including construction of a new 150 foot tower at the location of Fire District No. 2 at 993 Highway 33, Howell, New Jersey, construction of shelters at various locations, and acquisition of various items of communications equipment, as more fully described in the plans and specifications attached as Exhibit A hereto, with such additions, deletions and changes as may hereafter be mutually agreed upon by the Parties (collectively, the "**Project**"). The Parties acknowledge and agree that the Project will benefit each of the Parties, and that the joint undertaking of the Project as provided in this Agreement is in the best interests of each of the Parties.

Section 2. The Township will be responsible for procuring all contracts necessary for the construction, acquisition, operation and maintenance of the Project. The Township has entered into, or expects to enter into, one or more contracts relating to the construction, acquisition, operation and maintenance of the Project, including the following (collectively, the "**Initial Contracts**"): (i) a contract with Motorola Solutions, Inc. or an affiliate thereof ("**Motorola**") having an estimated contract price of \$4,962,093.69; (ii) a contract with Motorola having an estimated contract price of \$854,777.75; (iii) a contract with SHI or an affiliate thereof having an estimated contract price of \$45,393.18; (iv) a contract with SHI or an affiliate thereof having an estimated contract price of \$41,266.46; and (v) a contract with EFlow Technology LLC or an affiliate thereof having an estimated contract price of \$2,000.00. The proposed pricing terms for the Initial Contract are attached as Exhibit B hereto. The Borough and each of the Fire Districts acknowledges that it has reviewed, and hereby approves, such pricing terms and hereby consents to the execution by the Township, on behalf of all Parties, of the Initial Contracts with the respective vendors (collectively, the "**Initial Vendors**"). The Borough and each of the Fire Districts hereby further agrees that the level, quality and scope of performance by the Township under the Initial Contracts is acceptable. The Township may hereafter enter into one or more additional contracts relating to the operation and maintenance of the Project, to the extent not covered by the Initial Contracts (collectively, the "**Other Contracts**").

Section 3. The Parties agree that the estimated capital cost of the Project is \$5,827,614.50, of which the estimated Township Share is \$1,832,629.74, the estimated Fire District No. 2 Share is \$710,489.12 and the estimated Fire District Nos. 1, 3, 4 and 5 Share is \$3,284,495.64. The Parties further agree that the capital costs of the construction and acquisition of the Project shall be shared among the Township, the Borough and each of the Fire Districts in the manner generally described below, as further elaborated in Sections 4, 5, 6 and 7 hereof:

- (a) the Township shall apply the Available MCIA Bond Proceeds and the proceeds from the sale of notes and/or bonds under the Township Costs Bond Ordinance (the "**Other Bond Proceeds**"), or so much thereof as may be required for such purpose, to the payment of the Township Share of the capital costs of the construction and acquisition of the Project, the portion of the Project funded from such proceeds constituting the "**Township Share**" of the Project;
- (b) Fire District No. 2 shall contribute the Fire District No. 2 Capital Appropriation, or so much thereof as may be required for such purpose, to the Township as provided in Section 5 hereof, and the Township shall apply the amount received from Fire District No. 2 under the Fire District No. 2 Capital Appropriation to the payment of the Fire District No. 2 Share of the capital costs of the construction and acquisition of the Project, the portion of the Project funded from such amount constituting the "**Fire District No. 2 Share**" of the Project;
- (c) The Township shall apply the proceeds from the sale of the hereinafter-defined Township Bonds under the Fire District Costs Bond Ordinance (the "**Township Bond Proceeds**"), or so much thereof as may be required for such purpose, to the payment of the Fire District Nos. 1, 3, 4 and 5 Share of the capital costs of the construction and acquisition of the Project, the portion of the Project funded from such proceeds constituting the "**Fire District Nos. 1, 3, 4 and 5 Share**" of the Project;
- (d) the Township shall be financially responsible (i) to pay the hereinafter-defined MCIA Debt Service and the hereinafter-defined Other Debt Service, subject to partial reimbursement payments from the Borough as provided in this Agreement; and (ii) to pay, in the first instance, the hereinafter-defined Township Debt Service, subject to full reimbursement payments from Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 as provided in this Agreement;
- (e) the Borough and each Fire District shall pay to the Township their respective allocable shares of the capital costs of the Project, expressed herein as Borough Capital Contributions (in the case of the Borough) or Fire District Debt Service (in the case of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5), at the times and in the manner set forth in Sections 4 and 7, respectively, hereof;
- (f) to evidence and secure the payment obligations of each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 to the Township in respect of its allocable share of the capital costs of the Project, each such Fire District shall issue and sell to the Township its separate series of hereinafter-defined Fire District Bonds;

(g) the Borough shall be financially responsible to pay the hereinafter-defined Borough Capital Contributions to the Township; and

(h) each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 shall be financially responsible to pay the hereinafter-defined Fire District Debt Service to the Township, in its capacity as holder of the Fire District Bonds.

Section 4. On September 30, 2021, The Monmouth County Improvement Authority (the "MCIA") issued its \$17,400,000.00 Capital Equipment Pooled Lease Revenue Bonds, Series 2021 (together with any bonds that may hereafter be issued to refinance same, the "2021 MCIA Bonds") to finance, among other things, \$4,364,538.00 for the acquisition of various items of equipment on behalf of the Township. Pursuant to a Lease and Agreement dated as of September 1, 2021 between the MCIA and the Township, the Township is required to make lease payments to the MCIA that are sufficient, in time and amount, to pay all debt service on the portion of the 2021 MCIA Bonds as is allocable to the Township (the "MCIA Debt Service"). The Township will also be required to pay all debt service on the Other Bonds (the "Other Debt Service"). In recognition of the fact that the Borough will benefit from the application of the Available MCIA Bond Proceeds and the Other Bond Proceeds toward the Township Share of the capital cost of the Project, which will benefit the Borough, the Borough shall make the following annual payments to the Township on or before October 1 of each year shown below, or sooner at the option of the Borough (collectively, the "Borough Capital Contributions"):

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$10,000.00	2028	\$10,000.00
2024	\$10,000.00	2029	\$10,000.00
2025	\$10,000.00	2030	\$10,000.00
2026	\$10,000.00	2031	\$10,000.00
2027	\$10,000.00	2032	\$10,000.00

Section 5. On or before April 4, 2023, Fire District No. 2 shall pay to the Township the sum of \$725,000.00, constituting the sum of (i) \$710,489.12, being the Fire District No. 2 Share of the capital cost of the Project, plus (ii) \$14,510.88, being Fire District No. 2's allocable share of the costs of issuance of the Township relating to the hereinafter-defined Township Bonds, including the expenses of the Township in connection with the negotiation, authorization, execution and delivery of this Agreement.

Section 6. In the Fire District Costs Bond Ordinance, the Township appropriated \$4,160,000.00 and authorized the issuance of up to \$4,160,000.00 in notes and/or bonds of the Township, in furtherance of the Project. Pursuant to the Fire District Costs Bond Ordinance, the Township has adopted a bond resolution on February 21, 2023 and expects to sell (by competitive sale, as required by N.J.S.A. 40A:2-27) on March 15, 2023, and to issue on April 4, 2023, its long-term, tax-exempt \$3,215,000.00 aggregate principal amount of General Obligation Bonds, Series 2023 (together with any bonds that may hereafter be issued to refinance same, the "Township Bonds") in order to finance (i) the portion of the costs of construction and acquisition of the Project pursuant to the Initial Contracts as are allocable to Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 and (ii) the costs of issuance of the Township relating to the Township Bonds, including the expenses of the Township in connection with the negotiation, authorization, execution and delivery of this Agreement. The estimated

sources and uses of the Bonds and the debt service schedule therefor (the "Township Debt Service") are attached as Exhibit C hereto. In accordance with N.J.S.A. 40A:2-26(a), the Township Bonds shall mature within the average period of usefulness determined in the Fire District Costs Bond Ordinance, being 10.67 years, and the annual principal installments shall be established by the Township in accordance with N.J.S.A. 40A:2-26(b) such that the first annual installment of principal shall be payable in calendar year 2024. The Township agrees to issue the Township Bonds and to use the proceeds thereof for the aforementioned purposes, except as may hereafter be mutually agreed by the Parties.

Section 7. On October 29, 2022, the voters in each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 approved separate ballot questions each authorizing the capital expenditure by, and the issuance of notes and/or bonds of, the respective Fire District in respect of such Fire District's allocable share of the capital cost of the Project. Each such Fire District will issue to the Township its series of long-term bonds (collectively, the "Fire District Bonds"), each bearing identical maturity dates, interest payment dates and interest rates as the Township Bonds, and each series representing the applicable Fire District's allocable share of the Township Debt Service, both in the aggregate and in each calendar year. The Parties have agreed that the respective allocable shares of the Township Debt Service to be so borne by each such Fire District shall be approximately as follows:

Fire District No. 1	23.5%
Fire District No. 3	31.0%
Fire District No. 4	27.6%
Fire District No. 5	17.9%

The debt service schedules for each series of Fire District Bonds (collectively, the "Fire District Debt Service") are attached as Exhibits D-1 through D-4 hereto. Each such Fire District has adopted a bond resolution setting forth the terms of the Fire District Bonds and authorizing the sale thereof to the Township, in consideration for the Township's undertaking of the Project on its behalf. Each such Fire District agrees to issue and sell its series of Fire District Bonds to the Township, and acknowledges and agrees that it will not receive any proceeds from the sale thereof but will instead benefit proportionately from the application by the Township of the proceeds of the Township Bonds toward the capital costs of the Project, as provided in Section 4 hereof. All costs of issuance of the Fire District Bonds, and all expenses of the Fire Districts in connection with the negotiation, authorization, execution and delivery of this Agreement, shall be borne by the respective Fire District from its general funds and shall not be charged to either the Township Bonds or any series of the Fire District Bonds.

Each series of the Fire District Bonds has been structured such that (i) the sum of the par amounts, original issue premium and purchase price shall, in the aggregate, equal the par amount, original issue premium and purchase price of the Township Bonds, and (ii) the sum of the principal and interest payments on each interest payment date and principal payment date, in the aggregate, equal the principal and interest payments in respect of the Township Bonds. The purchase price of each series of the Fire District Bonds is subject to netting to reflect (i) such Fire District's allocable share of the capital cost of the Project, (ii) such Fire District's allocable share of the costs of issuance of the Township relating to the Township Bonds, including the expenses of the Township in connection with the negotiation, authorization, execution and delivery of this Agreement, (iii) such Fire District's allocable share of the underwriter's discount for the

Township Bonds, and (iv) capitalized interest, to be credited against the first interest payment due on October 1, 2023. Accordingly, neither Fire District No. 1, Fire District No. 3, Fire District No. 4 nor Fire District No. 5 shall receive any cash proceeds from the sale of its respective series of the Fire District Bonds. The execution and delivery of this Agreement by each of Fire District No. 1, Fire District No. 3, Fire District No. 4 and Fire District No. 5 shall constitute the acceptance by each such Fire District of the Township's offer to purchase the respective series of Fire District Bonds from such Fire District.

Section 8. Pending disbursement, proceeds of the 2021 MCIA Bonds, the Other Bonds and the Township Bonds may be invested from time to time by or at the direction of the Township's Chief Financial Officer. Any and all investment income may be applied by the Township in its sole discretion, and neither the Borough nor the Fire Districts shall be entitled to any credits resulting therefrom. Any losses associated with such investments shall be the sole responsibility of the Township.

Section 9. The Parties agree that the initial and ongoing costs of the operation and maintenance of the Project shall be shared among the Township, the Borough and each of the Fire Districts in the manner generally described below:

- (a) The Township shall pay from its operating budget to Motorola the sum of \$77,916.58 in respect of following itemized non-capital items included in the Initial Contracts and payable in full in the initial contract year:

Cloud Anchor 5 Year Maintenance
Memor 10 3 Year Service Contract

- (b) On or before December 31, 2023, and each Fire District shall reimburse the Township for its agreed-upon share of the payment described in paragraph (a) above, in the following amounts:

Fire District No. 1	\$11,311.90
Fire District No. 2	\$10,370.06
Fire District No. 3	\$15,255.89
Fire District No. 4	\$13,548.79
Fire District No. 5	\$ 8,427.51

- (c) The Township shall annually pay from its operating budget to Motorola the sum of \$59,862.21 in respect of the last 9 years of the 10 year maintenance plan relating to the Computer Assisted Dispatch (CAD) component of the Project.

- (d) On or before December 31 of each year in which the Township makes a payment described in paragraph (c) above, the Borough and each Fire District shall reimburse the Township for its agreed-upon share of such payment, in the following amounts:

Fire District No. 1	\$5,000.00
Fire District No. 2	\$5,000.00
Fire District No. 3	\$5,000.00
Fire District No. 4	\$5,000.00 ✓

Fire District No. 5 \$5,000.00

- (e) The Township shall annually pay from its operating budget to Motorola the sum of \$39,165 in respect of the last 4 years of the 5 year warranty relating to the paging simulcast system component of the Project.
- (f) On or before December 31 of each year in which the Township makes a payment described in paragraph (e) above, each Fire District shall reimburse the Township for its agreed-upon share of such payment, in the following amounts:

Fire District No. 1	\$6,527.42
Fire District No. 2	\$6,527.42
Fire District No. 3	\$6,527.42
Fire District No. 4	\$6,527.42 ✓
Fire District No. 5	\$6,527.42

- (g) The Township shall annually pay from its operating budget to Motorola an annual subscription fee for each remote radio unit used by the Township, the Borough and the Fire Districts, in the amount of \$45.00 per unit.
- (h) On or before December 31 of each year in which the Township makes a payment described in paragraph (g) above, the Borough and each Fire District shall reimburse the Township for its respective portion of such aggregate payment, based on the number of remote radio units used by such Party.
- (i) The Township shall, from time to time, pay from its operating budget to the respective service provider(s) thereof such additional sum(s) as may be payable under the Initial Contracts, and such sum(s) as may be payable under any Other Contracts; provided, that the Township shall consult with each Fire District prior to entering into any such Other Contract.
- (j) On or before December 31 of each year in which the Township makes one or more payments described in paragraph (i) above, each Fire District shall reimburse the Township for its agreed-upon portion of each such payment made by the Township during such year, based on the allocation percentages set forth below:

Township	31.5%
Fire District No. 1	13.2%
Fire District No. 2	12.2%
Fire District No. 3	17.4%
Fire District No. 4	15.6%
Fire District No. 5	10.1%

Section 10. The Borough and the Fire Districts acknowledge that (i) for so long as any 2021 MCIA Bonds remain outstanding, the MCIA shall have and retain full title to the Municipal Portion of the Project, subject to the 2021 MCIA Lease, (ii) thereafter, and for the duration of this Agreement, the Township shall have full title to the Municipal Portion of the Project, and (iii) except as provided in the first sentence of Section 12 hereof, for the duration of this

Agreement, the Township shall have and retain full title to the Fire District Portion of the Project. The Township acknowledges that it shall remain solely responsible for all of the duties and burdens relating to the ownership, maintenance, use and operation thereof, including (unless otherwise noted therein) the responsibilities assigned to the Township under the terms of the Initial Contracts. The Borough and the Fire Districts shall have no obligations or liability whatsoever with respect to the ownership, maintenance, use and operation of the Project, other than its obligations hereunder to make payments to the Township; provided, however, that any items of equipment entrusted to the Borough or any Fire District or its personnel shall be cared for and maintained in a prudent manner.

Section 11. Title to the assets financed by Fire District No. 2 shall, to the extent severable, vest in such Fire District upon acquisition thereof by the Township from the applicable vendor(s). Following the termination of this Agreement as provided in Section 10 hereof, and unless otherwise provided by subsequent agreement of the applicable Parties, ownership of the assets financed by each other Fire District shall, to the extent severable, vest in such Fire District, and title to the remaining assets shall vest in the Township. For the avoidance of doubt, an asset is considered severable only if it serves the communications needs of, and is entirely within the possession and control of, a single Fire District (e.g., handheld communications units). An asset that serves the communications needs of multiple entities (e.g., central office consoles and the new tower) is not considered severable and title thereto shall vest in the Township. To the extent ownership of any severable assets shall vest in a Fire District, such Fire District shall expressly assume all obligations in respect of such assets under the Initial Contracts and any Other Contracts, and the Township shall no longer be responsible for making any payments thereunder in respect of such assets. Arrangements for the continued use by the Borough and the Fire Districts (following the termination of this Agreement as provided in Section 10 hereof) of all or part of the non-severable assets vested in the Township, shall be subject to such individual arrangements, if any, as may be negotiated by the respective Parties.

Section 12. The Borough and the Fire Districts acknowledge that the costs of the Project are being financed by the Township from the proceeds of the 2021 MCIA Bonds and the Township Bonds, which have been, or are expected to be, issued as tax-exempt obligations subject to the requirements of the Internal Revenue Code of 1986, as amended. In that regard, the Borough and each Fire District agrees to execute, from time to time, such certificates for the benefit of the Township and the holders of the 2021 MCIA Bonds and/or the Township Bonds, attesting to the intended governmental use of the Project and the absence of unpermitted private activity relating to the Project. In addition, each Fire District agrees to comply with any covenants for the benefit of the Township and any the holders of the 2021 MCIA Bonds and/or the Township Bonds relating to the operation of the Project, which the Township may, upon advice of the MCIA's bond counsel and/or the Township's bond counsel, from time to time require in order to maintain the tax-exempt status of the 2021 MCIA Bonds and/or the Township Bonds.

Section 13. The provisions of N.J.S.A. 40A:65-7(d) (relating to agency) and N.J.S.A. 40A:65-7(g) (relating to payment notwithstanding dispute) are hereby incorporated by reference into this Agreement as if fully set forth herein.

Section 14. This Agreement shall terminate on the date on which all 2021 MCIA Bonds and Township Bonds have been paid and retired; provided, that this Agreement shall

remain in effect as between the Township and any other Party or Parties hereto until all payments owing by such Party or Parties to the Township (including, but not limited to, the Borough Capital Contribution or the Fire District Debt Service, as applicable) has been fully paid.

Section 15. This Agreement shall be governed by New Jersey law.

Section 16. This Agreement may not be amended except by written agreement of the parties hereto. Neither party shall enter into another agreement pursuant to the Act with respect to the subject matter of this Agreement. There are no third party beneficiaries to this Agreement.

Section 17. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Township, the Borough and the Fire Districts have caused this Agreement to be signed and sealed on the date first above written.

[SEAL]

**TOWNSHIP OF HOWELL, IN THE
COUNTY OF MONMOUTH, NEW
JERSEY**

ATTEST:

Municipal Clerk

By: _____
Mayor

[SEAL]

**BOROUGH OF FARMINGDALE, IN
THE COUNTY OF MONMOUTH, NEW
JERSEY**

ATTEST:

Municipal Clerk

By: _____
Mayor

[SEAL]

**THE COMMISSIONERS OF FIRE
DISTRICT NO. 1 IN THE TOWNSHIP
OF HOWELL, COUNTY OF
MONMOUTH**

ATTEST:

Secretary

By: _____
Chairman

[Signatures continued on next page]

[SEAL]

THE COMMISSIONERS OF FIRE
DISTRICT NO. 2 IN THE TOWNSHIP
OF HOWELL, COUNTY OF
MONMOUTH

ATTEST:

Secretary

By: _____
Chairman

[SEAL]

THE COMMISSIONERS OF FIRE
DISTRICT NO. 3 IN THE TOWNSHIP
OF HOWELL, COUNTY OF
MONMOUTH

ATTEST:

LOUIS B. MEMMOLO, III, Clerk

By: _____
STANLEY J. BRZOWSKI
Chairman

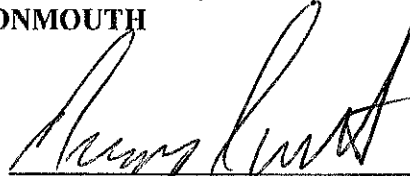
[SEAL]

THE COMMISSIONERS OF FIRE
DISTRICT NO. 4 IN THE TOWNSHIP
OF HOWELL, COUNTY OF
MONMOUTH

ATTEST:



MICHAEL L. ACAMPORA, Clerk

By: 

GREGORY E. SCARLATO
Chairman

[SEAL]

THE COMMISSIONERS OF FIRE
DISTRICT NO. 5 IN THE TOWNSHIP
OF HOWELL, COUNTY OF
MONMOUTH

ATTEST:

Secretary

By: _____
Chairman

EXHIBIT A

Project Plans and Specifications

EXHIBIT B

Pricing Terms of Initial Contracts

EXHIBIT C

Debt Service Schedule – Township Bonds

EXHIBIT D-1

Debt Service Schedule – Fire District Bonds – Fire District No. 1

EXHIBIT D-2

Debt Service Schedule – Fire District Bonds – Fire District No. 3

EXHIBIT D-3

Debt Service Schedule – Fire District Bonds – Fire District No. 4