

SERVICE AGREEMENT

THIS AGREEMENT made and entered into this Fifteenth day of March, 2022 by and between the DELRAN TOWNSHIP BOARD OF FIRE COMMISSIONERS (hereinafter Commissioners) and the DELRAN FIRE COMPANY NO.1 (hereinafter Company).

The background of this Agreement is that pursuant to N.J.S.A. 40A:14-81 Commissioners have statutory powers relating to the prevention and extinguishment of fires and the regulation of fire hazards within Delran Township, and inherent therein have the authority to contract with the volunteer fire companies within its geographic jurisdiction to provide fire fighting services and to provide housing and maintenance for fire apparatus owned by the Commissioners. Company is willing to provide such services, in consideration of which the parties, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration as hereinafter stated agree and contract with each other as follows:

1. Commissioners do now own certain fire apparatus which shall be maintained at premises owned by Company or Commissioners. Commissioners give the company the right to use such apparatus to respond to all emergency calls. Company agrees to keep said apparatus in good working order, and suitably housed and maintained at the expense of Commissioners within the approved budget.

2 Company and the Delran Fire Department will provide training to its volunteer personnel, and Company will provide manpower to respond to every fire call within Delran Township under guidelines established by Commissioners or Delran Fire Department.

3. In consideration of the obligation of Company to perform firefighting and related support duties for Delran Township through Commissioners, Commissioners shall pay to Company the sum of (\$15,000.00) FIFTEEN THOUSAND DOLLARS per annum, payable quarterly. This Contract shall be effective beginning January 1, 2021, with a quarterly payment. This is a reimbursement for the cost of operating the station. When submitting the next years budget, the company shall also submit a full itemized report on all spent expenditures during the year, copies of invoices/bills and checks written used for payment shall be also attached to the report. The said report shall be signed by the President of the company and all financial officers. Any monies not spent for that current year shall be deducted from the next year's allotment.

4. All Rules and Regulations passed by Commissioner Resolution pertaining to Commissioner owned equipment and/or Department policy shall supersede and Company By-Laws and/or Rules and Regulations which are inconsistent therewith.

5. Unless otherwise terminated as hereinafter provided, the Contract shall be terminated at the 2023 Reorganization Meeting of the Board of Fire Commissioners.

6. This is a Contract for services only; it is not one of employment nor one of agency.

7. This Contract may be terminated by either party on thirty (30) days written notice; it is further terminable by Commissioners upon five (5) days notice if and to the extent Company fails without reasonable cause or refuses to respond to fire calls as contemplated by this Contract.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their respective proper officers effective as of the date and year first above written.

DELRAN TOWNSHIP BOARD OF
FIRE COMMISSIONERS

ATTEST:

Clerk of Board

DELRAN FIRE COMPANY NO. 1

BY: _____
President