

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

Resolution#

Firehouse Rental Resolution

24-66

WHEREAS, the Fire District and Fire Company have an existing rental agreement concerning the firehouse; and

WHEREAS, the parties wish to renew same as attached; and

WHEREAS, the referenced agreement is hereby approved by the Fire District.

NOW THEREFORE, be it RESOLVED by the Commissioners of Fire District No.

1, in the Township of Marlboro, County of Monmouth as follows:

(1) The attached agreement may be executed by the appropriate Commissioners.

Board of Fire Commissioners Fire District #1 recorded vote:

MEMBER	AYE	NAY	ABSTAIN	ABSENT
Michael MacDonald	✓			
John Borden	✓			
Douglas Tilton	✓			
Paul Elkin	✓			


Secretary John Borden

10/8/24
Date

AGREEMENT AS TO FIREHOUSE RENTAL

WHEREAS, the Board of Fire Commissioners of Fire District No. 1. Township of Marlboro. County of Monmouth and State of New Jersey, organized pursuant to N.J.S.A. 40A:14-70, et seq, hereinafter referred to as the COMMISSIONERS, and the Marlboro Fire Company, hereafter referred to as the COMPANY, desire to enter into an Agreement with reference to fire protection in the area known and designated as Fire District No. 1. Township of Marlboro, County of Monmouth and State of New Jersey,

IT IS THEREFORE on this day of October 8, 2024 hereby AGREED and UNDERSTOOD, as follows:

RENTAL OF FIRE HOUSE

1. For and inconsideration of the sum of EIGHTY FOUR THOUSAND (\$84,000.00) DOLLARS, and other good and valuable consideration, the COMPANY hereby leases to the COMMISSIONERS that area of the Marlboro Fire House on Highway 79 which is presently used for the housing and garaging of fire fighting equipment and rolling stock owned by the COMMISSIONERS: and. also the main ballroom thereof for the conduct of the COMMISSIONERS Meetings, as needed, together with a separate securable area to be utilized as an office for the carrying on of the COMMISSIONERS' business.
 - a. It is understood and agreed that, with the exception of the securable office area, the COMPANY is permitted to use that portion of the Marlboro Fire House, leased hereunder to the COMMISSIONERS. for COMPANY affairs on the condition that it furnish suitable substitute facilities for the housing and garaging of the fire fighting equipment and rolling stock during the terms of such use.
 - b. It is further understood and agreed that the COMMISSIONERS shall be responsible for the maintenance of all its fire fighting equipment and rolling stock; however, the COMMISSIONERS shall not in any manner be responsible for any maintenance with respect to the premises leased hereunder or any portion thereof
 - c. It is also understood that the COMPANY shall not schedule_ or permit to be held, any affairs, meetings or business in the main ballroom as might interfere or conflict with the conduct of the COMMISSIONERS Meetings, and in furtherance thereof, there is attached a listing of the COMMISSIONERS' regular meeting schedule through March of 2025. In the event that a special meeting of the COMMISSIONERS is to be scheduled. The COMMISSIONERS shall advise the COMPANY of that date, in writing, at least 14 days in advance of that date, in an attempt to ensure that no interference or conflict will arise with respect to such special meetings.
2. It is further understood and agreed that the COMMISSIONERS shall provide at their sole cost and expense:

- a. A Fire Insurance Policy on the entire Fire House premises, including extended coverage and coverage for malicious mischief and vandalism.
 - b. A comprehensive General Liability Insurance Policy covering the premises and the operation of the premises by the COMPANY and the COMMISSIONERS for limits of not less than \$1,000,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence plus \$100,000.00 for each property damage claim and \$2,000,000.00 aggregate property damage coverage.
 - c. The COMPANY shall be notified by the COMMISSIONERS in advance of any changes to be made in policy coverage as are presently in effect.
3. It is further understood and agreed that the COMPANY shall provide at its sole cost and expense, building maintenance and utilities including but not limited to fuel, gas, and electricity together with all other expenses relating to the premises.
 4. It is additionally understood and agreed that the COMPANY shall require proof of comprehensive general liability insurance and, where appropriate, workers' compensation insurance, of any hired contractor doing work on said premises.
 5. It is also understood and agreed that any liability of the COMMISSIONERS under these terms of this Agreement is limited to the Building Rental amount set forth in its budget as approved by public vote at the last regular election of Fire District No. 1, and all rights and duties SECRETARY ATTEST: SECRETARY hereunder are limited to the COMMISSIONERS as a body corporate, no member thereof having assumed any individual liability for the payment of rent.
 6. Notwithstanding the date of the execution of this Agreement, it is the parties' intention that the Agreement shall be in effect as of the first regular meeting of the COMMISSIONERS following the election held November 5, 2024. This Agreement shall remain in effect until the COMMISSIONERS' 2025 reorganization meeting.

It is understood and agreed by and between the parties that a modification of any terms or provisions of this Agreement shall be effective only when made in writing and executed with the same formality as is this Agreement.

By signing below, the President of the COMPANY and the Chairman of the COMMISSIONERS hereby acknowledge having reviewed and understood the terms of this Agreement as respects the duties and obligations of all parties, and agree to be governed thereby.

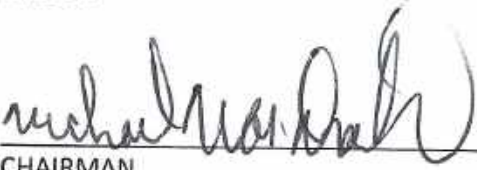
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF FIRE COMMISSIONERS
OF FIRE DISTRICT NO. 1
TOWNSHIP OF MARLBOROUGH

ATTEST



SECRETARY



CHAIRMAN

ATTEST



SECRETARY



PRESIDENT