

SHARED SERVICES AGREEMENT BETWEEN
OLD BRIDGE TOWNSHIP FIRE DISTRICT #4
AKA MADISON PARK FIRE AND
THE TOWNSHIP OF OLD BRIDGE
FOR USE OF FUEL PUMPS AND PURCHASE OF FUEL
FOR DISTRICT #4 VEHICLES

THIS SHARED SERVICES AGREEMENT made this day of January 2024
by and between:

THE TOWNSHIP OF OLD BRIDGE FIRE DISTRICT #4 aka MADISON PARK FIRE DEPARTMENT, a duly organized fire department of the Township of Old Bridge, whose business offices are located at 3011 Cheesequake Road, Parlin, New Jersey 08859 (“**FIRE DISTRICT #4**”),

AND

THE TOWNSHIP OF OLD BRIDGE, whose business offices are located at One Old Bridge Plaza, Old Bridge, New Jersey 08857 (the “**THE TOWNSHIP OF OLD BRIDGE**”).

WHEREAS, the Fire District #4 is located within the Township of Old Bridge for the purpose of maintaining a fire department and force and providing for the maintenance, regulation and control thereof for the safety and welfare of Township residents; and

WHEREAS, the Fire District #4 is desirous of using the Township Fuel Depot for refueling services and purchase of fuel for all of their vehicles; and

WHEREAS, the Township of Old Bridge is willing to assist Fire District #4 by permitting its personnel to purchase fuel and refueling services for Fire District #4 vehicles only and with the clear understanding that no personal vehicles are to use the facilities; and

WHEREAS, both the Township of Old Bridge and Fire District #4 of the Township of Old Bridge understand and agree that purchase of fuel and refueling services is of significant importance to the protection of the residents of Old Bridge; and

WHEREAS, both the Township of Old Bridge and Fire District #4 of the Township of Old Bridge are desirous of entering into an agreement under the parameters of the Uniform Shared Services and Consolidation Act, N.J.S.A.49A:65-1 et seq. in which purchasing fuel and refueling services for Fire District #4 from the Township of Old Bridge will be provided by the Township of Old Bridge or their agents; and

WHEREAS, the terms and conditions of this undertaking are set forth below; and

WHEREAS, the parties have each duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenant and terms herein contained, the parties agree as indicated below.

Services to be provided by Township of Old Bridge:

- 1) The Township shall provide the following services and personnel, at its own expense:
 - a) Provide access to the Township Fuel Depot and fuel pumps located at One Old Bridge Plaza.
 - b) Provide access 24/7 365 days per year to the fuel depot and pumps.
 - c) Provide key fobs for each vehicle approved by the Township of Old Bridge for use of the fueling depot.
 - d) Provide a user list for all District #4 personnel who will be authorized to access the fueling depot.
 - e) Contact person is Director of Public Works Kasey Lenning extension #7925.

Information and financial responsibility to be provided by Fire District #4:

1. Provide all vehicle registration numbers and corresponding vehicle numbers to the Township of Old Bridge.
2. Provide the names and positions of Fire District #4 members who will be accessing the fuel depot for the purchase of gas for Fire District #4 vehicles only, no personal vehicles are permitted.
3. Provide security of the key fobs as appropriate to avoid unapproved use of the system.
4. Purchase of the fuel at Township's cost plus .05 cents per gallon of fuel on a monthly basis as recorded by the gas fob system and billed by the Township of Old Bridge.

Duration of Contract:

This Agreement shall commence on the first day of January 2024 and shall automatically renew on a year-to-year basis.

This contract will supersede any/all existing "refueling agreements".

Termination:

Termination: Either party may terminate this contract by giving forty-five (45) days notice in writing, delivered to the Township of Old Bridge at the Municipal Building, One Old Bridge Plaza, Old Bridge, NJ 08857 and to Fire District #4 at 3011 Cheesequake Road, Parlin, New Jersey 08859.

Indemnification:

Each party shall save the other harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages howsoever caused by reason of any injury (whether to body, property, or personal) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives, and it shall pay all sums to be paid or discharged in case of an action or any such damages or injuries. Nothing herein is intended to, nor shall it relieve either party from liability for its own act, omission, or negligence.

ATTEST:

Kathryn Hutchinson
Township Clerk

OLD BRIDGE TOWNSHIP

By: _____
Eleanor Walker, Mayor

ATTEST:

**FIRE DISTRICT #4 / MADISON
PARK**

By: _____
Patricia Guarnera
Patricia Guarnera OBFD4 Secretary
Print Name and Title

Michael T Donahue
ID#2403474
Notary Public

STATE OF NEW JERSEY

My Commission Expires December 28, 2025

Michael T Donahue