

**TOWNSHIP OF FREDON**  
**RESOLUTION NO. 2023-26**

**RESOLUTION OF THE TOWNSHIP OF FREDON, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY APPROVING AGREEMENT FOR SALE OF FIRE APPARATUS AND TEMPORARY STORAGE**

**WHEREAS**, the Township of Fredon ("Fredon") conveyed certain fire apparatus, which the Fredon Township Committee determined was no longer needed for municipal purposes, to the Fredon Volunteer Fire Company ("Fire Company") described more particularly as follows ("Fire Apparatus"):

Vehicle Name:	Fredon Volunteer Fire Company Engine 27-61
Vehicle Type:	1992 International Fire Truck
VIN:	1HTSDPCR2PH503642
Manufacturer:	KME Fire Apparatus
Current mileage:	24,185
Pump Serial Number:	QSG125-21; and

**WHEREAS**, the Fire Company no longer needs the Fire Apparatus for fire prevention or emergency medical services, or any other services which it currently provides; and

**WHEREAS**, the Township of Frelinghuysen ("Frelinghuysen") has expressed interest in purchasing the Fire Apparatus from the Fire Company for use by its newly established municipal fire department, known as the "Frelinghuysen Township Volunteer Fire Company"; and

**WHEREAS**, Frelinghuysen and its agents and/or representatives have had an opportunity to independently inspect the Fire Apparatus and are fully satisfied that said apparatus is satisfactory in its current condition and for Frelinghuysen's intended purposes; and

**WHEREAS**, the Fire Company has determined that it is in its best interest to sell the Fire Apparatus to Frelinghuysen for the cost of TWENTY THOUSAND DOLLARS (\$20,000.00) in its "as is condition" without any warranties whatsoever; and

**WHEREAS**, Fredon supports the sale of the Fire Apparatus from the Fire Company to Frelinghuysen, and has agreed to store said apparatus in its municipal fire house for a period of ten (10) months at no additional cost subject to the terms and conditions set forth in the Agreement for Sale of Fire Apparatus attached hereto and incorporated herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Fredon, County of Sussex, and State of New Jersey that the Mayor and Township Clerk, be and hereby are, authorized to execute the Agreement for Sale of Fire Apparatus ("Agreement") attached hereto and incorporated herein, and any related documents necessary to implement same.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Clerk is hereby directed to transmit a copy of this Resolution and signed Agreement to the Fredon Volunteer Fire Company and the Township of Frelinghuysen.

**CERTIFICATION**

I, SUZANNE BOLAND, Municipal Clerk of the Township of Fredon, in the County of Sussex, and State of New Jersey do hereby certify that the foregoing is true and correct copy of the Resolution adopted by the Township of Fredon at a regular meeting held on Thursday, January 26, 2023.



Suzanne Boland, RMC



**RESOLUTION # 2023-17**

**AUTHORIZING THE PURCHASE OF 1992 INTERNATIONAL FIRE TRUCK FROM FREDON TOWNSHIP**

WHEREAS, the Township of Fredon is the owner of a certain piece of fire apparatus no longer needed for public use (the "Fire Truck"), specifically:

Vehicle Name: Fredon Volunteer Fire Company Engine 27-61

Vehicle Type: 1992 International Fire Truck

VIN: 1HTSDPCR2PH503642

Manufacturer: KME Fire Apparatus

Current mileage: 24,185

Pump Serial Number: QSG125-21; and

WHEREAS, Frelinghuysen Township and its agents and/or representatives have had an opportunity to independently inspect the Fire Truck and are fully satisfied that the Fire Truck is satisfactory in its current condition and for Frelinghuysen Township's intended purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Frelinghuysen, Warren County, New Jersey as follows:

1. The Township of Frelinghuysen is hereby authorized to purchase the Fire Truck from Fredon Township for the sum of \$20,000.
2. The Mayor and Township Clerk are hereby authorized to execute an Agreement for Sale of Fire Apparatus with Fredon Township, in a form acceptable to the Township Attorney.
3. This Resolution shall take effect immediately according to law.

**CERTIFICATION**

I, Donna Zilberfarb, hereby certify that the foregoing Resolution is a true, complete and accurate copy of a Resolution adopted by the Township Committee of the Township of Frelinghuysen at a meeting held on January 18, 2023.

  
Donna Zilberfarb, RMC

**ROLL CALL VOTE**

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Mr. Boynton		X	X			
Mr. McPeck	X		X			
Mr. Ramos			X			
Mr. Stock			X			
Mr. Stracco			X			

**AGREEMENT FOR SALE OF FIRE APPARATUS**

This Agreement (the "Agreement"), made this 18<sup>th</sup> day of January, 2023 among the **FREDON VOLUNTEER FIRE COMPANY, INC.**, a New Jersey non-profit corporation having an address at 436 State Route 94, Fredon, New Jersey 07860 (hereinafter referred to as the "FIRE COMPANY"), the **TOWNSHIP OF FRELINGHUYSEN**, a municipal corporation of the State of New Jersey having municipal offices at 210 Main Street, Johnsonburg, New Jersey 07825 (hereinafter referred to as "FRELINGHUYSEN"), and the **TOWNSHIP OF FREDON**, a municipal corporation of the State of New Jersey having municipal offices at 443 State Route 94, Newton, New Jersey 07960 (hereinafter referred to as "FREDON"),

**WITNESSETH:**

**WHEREAS**, FREDON conveyed certain fire apparatus, which the Fredon Township Committee determined was no longer needed for municipal purposes, to the FIRE COMPANY, described more particularly as follows ("Fire Apparatus"):

Vehicle Name:	Fredon Volunteer Fire Company Engine 27-61
Vehicle Type:	1992 International Fire Truck
VIN:	1HTSDPCR2PH503642
Manufacturer:	KME Fire Apparatus
Current mileage:	24,185
Pump Serial Number:	QSG125-21

**WHEREAS**, the FIRE COMPANY no longer needs the Fire Apparatus for fire prevention or emergency medical services, or any other services which it currently provides; and

**WHEREAS**, FRELINGHUYSEN has expressed interest in purchasing the Fire Apparatus from the FIRE COMPANY for use by its newly established municipal fire department, known as the "Frelinghuysen Township Volunteer Fire Company"; and

**WHEREAS**, FRELINGHUYSEN and its agents and/or representatives have had an opportunity to independently inspect the Fire Apparatus and are fully satisfied that said apparatus is satisfactory in its current condition and for FRELINGHUYSEN'S intended purposes; and

**WHEREAS**, the FIRE COMPANY has determined that it is in its best interest to sell the Fire Apparatus to FRELINGHUYSEN for the cost of TWENTY THOUSAND DOLLARS (\$20,000.00) in its "as is condition" without any warranties whatsoever; and

**WHEREAS**, FREDON supports the sale of the Fire Apparatus from the FIRE COMPANY to FRELINGHUYSEN, and has agreed to store said apparatus in its municipal fire house for a period of ten (10) months from the date this Agreement is fully executed, at no additional cost, subject to the terms and conditions set forth herein.



**NOW, THEREFORE,** in consideration of the mutual promises, covenants, and representations herein contained, the parties hereto, for themselves, their heirs, successors, and assigns, hereby agree as follows:

1. The FIRE COMPANY agrees to sell, and FRELINGHUYSEN agrees to purchase, the Fire Apparatus described herein for the cost of TWENTY THOUSAND DOLLARS (\$20,000.00), which sum shall be made payable to the FIRE COMPANY, in full, and delivered to the FIRE COMPANY together with an original copy of this fully executed Agreement. Upon delivery, the FIRE COMPANY shall deliver a completed Bill of Sale in the form attached hereto as **Exhibit A**.
2. FRELINGHUYSEN shall defend, indemnify, and hold harmless FREDON, the FIRE COMPANY, and their officers, agents, and employees from any and all claims and costs of any nature, whether for personal injury (including death), property damage, or other liability arising out of, or in any way related to, the conveyance of the Fire Apparatus from the FIRE COMPANY to FRELINGHUYSEN and the subsequent use of said apparatus by FRELINGHUYSEN and the Frelinghuysen Township Volunteer Fire Company.
3. FRELINGHUYSEN shall pay all costs and expenses which may be incurred in the transfer of title and ownership of the Fire Apparatus from the FIRE COMPANY to FRELINGHUYSEN.
4. FRELINGHUYSEN shall at all times use and maintain the Fire Apparatus solely for the specific purposes associated with it operations and the operations of the Frelinghuysen Township Volunteer Fire Company and not for any commercial business, trade, or manufacturing purposes.
5. The FIRE COMPANY shall convey, and FRELINGHUYSEN shall accept the Fire Apparatus in its "as is" condition. FRELINGHUYSEN and its agents and/or representatives have had an opportunity to independently inspect the Fire Apparatus and as a result of said inspections are fully satisfied that said apparatus is satisfactory in its current condition and for its intended purposes.
6. FREDON and the FIRE COMPANY, including their officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assume no responsibilities whatsoever with respect to design, development, manufacture, condition, performance, or use of the Fire Apparatus. Furthermore, in no event shall FREDON, the FIRE DEPARTMENT, or any of their officers, employees, and agents be liable for direct, indirect, special, consequential, incidental, or punitive loss, damage, or expenses arising out of, or in connection with, this Agreement, including but not limited to use of said apparatus by FRELINGHUYSEN or the Frelinghuysen Township Volunteer Fire Company, or removal of the apparatus from the Premises.

7. FREDON agrees to store the Fire Apparatus for up to ten (10) months, at no additional cost, in the municipal fire house ("Premises"), beginning the date this Agreement is fully executed by the parties (the "Storage Period"). FRELINGHUYSEN is solely responsible for all costs associated with the removal of the Fire Apparatus from the Premises. If the Fire Apparatus is not completely removed from the Premises by the expiration of the Storage Period, FRELINGHUYSEN shall pay storage costs to FREDON in the amount of \$250 per day.
8. FRELINGHUYSEN shall solely bear the risk of loss for the Fire Apparatus until said apparatus is completely removed from the Premises. This means that if there is a loss event affecting the Fire Apparatus while stored at the Premises, FRELINGHUYSEN will not be entitled to any refund, reimbursement, or offset from the FIRE COMPANY or FREDON, regardless of the cause of said loss. Risk of loss includes, but is not limited to partial or total destruction, loss, confiscation, theft, taking, or damage from any cause. This paragraph shall not apply in the event of a grossly negligent, reckless, or intentional act, or failure to act in reckless disregard of the consequences thereof, on the part of the FIRE COMPANY or FREDON.
9. Neither FREDON nor the FIRE COMPANY shall be responsible for any repair, maintenance, or upkeep that may be required to maintain the Fire Apparatus in its current condition, including mechanical or electrical services, while stored at the Premises.
10. FRELINGHUYSEN shall be granted access to the Fire Apparatus to inspect, repair, and maintain said apparatus upon 48-hour advance notice to the Chief of the FIRE COMPANY, unless there is emergent need for immediate repair and maintenance, in which instance access shall be granted as soon as practicable.
11. FRELINGHUYSEN agrees to register the Fire Apparatus in its name with the New Jersey Department of Motor Vehicles ("NJ DMV"), and take such further actions required by the NJ DMV within one week of the date of the sale.
12. Upon the conveyance of the Fire Apparatus to FRELINGHUYSEN, FREDON and the FIRE COMPANY shall thereafter bear no obligation or responsibility of any type or kind relating to the operation, maintenance, expense, or ownership of said apparatus, and all such expenses of ownership shall be the sole responsibility of FRELINGHUYSEN, including the cost of insuring said apparatus beginning the date this Agreement is executed by all parties. FRELINGHUYSEN is put on advance notice that all insurance coverage for the Fire Apparatus procured by or through FREDON and/or the FIRE COMPANY shall be canceled as of the date this Agreement is executed by all parties.
13. Nothing herein contained shall be understood or construed to create any third-party benefits, rights, or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
14. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

FREDON VOLUNTEER FIRE  
COMPANY, INC.

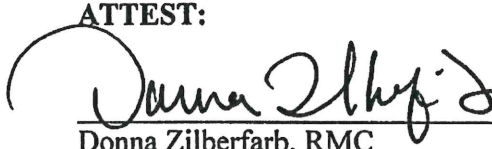
\_\_\_\_\_  
Stephanie Leenstra, Secretary

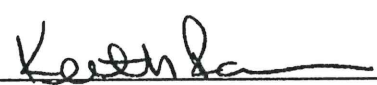
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By: ~~John Breese~~, Chief  
VIRGIL ROME

Dated: January \_\_\_\_, 2023

ATTEST:

TOWNSHIP OF FRELINGHUYSEN

  
\_\_\_\_\_  
Donna Zilberfarb, RMC

  
\_\_\_\_\_  
By: Keith Ramos, Mayor

Dated: January 18, 2023

ATTEST:

TOWNSHIP OF FREDON

  
\_\_\_\_\_  
Suzanne Boland, RMC

  
\_\_\_\_\_  
By: John Flora, Mayor

Dated: January 26, 2023

**EXHIBIT A**