

JANUARY 5 , 2022

The regular scheduled meeting for January 5 ,2022 will be a Virtual Meeting / DCA Compliance . Setup by Pete Hall / IT Officer

The regular scheduled meeting was called to order by Chairman Hogan at 8pm & Mr. Youssef led all present with the salute to the Flag. Mr. Youssef read the Sunshine Statement- Notice of the time , date , location & agenda of this meeting known was duly published at least 48 hrs. in advance of this meeting held by posting in official newspaper of this District.

Mr. Spevak was asked to take Roll Call- Primiano , Flannery , Kirkland , Hogan & Spevak were present. Others in attendance were: Marini , Keaney , Larson , Tom Kirkland , Youssef , Petrics , Sorscher , Hall, & Bisogna. Sardi & Soden were excused. Sign in sheet was filled out by Mr. Spevak.

Chairman Hogan said we will have the minutes from Dec. 1 ,2021 & Dec. 29, 2021 now. Does anyone have any questions regarding them . **NO**. Mr. Primiano made a motion to accept minutes of Dec. 1 ,2021 & 2nd by Mr. Kirkland , approved by all . Mr. Kirkland made a motion to accept minutes from Dec. 29, 2021 & 2nd by Mr. Primiano, approved by all.

Chairman Hogan stated that our New Verizon Rep was on Virtual tonite . Stuart Grayer . he spoke about Verizon phones & etc. And would help us out as much as possible.. Chairman Hogan Thanked him for being at our meeting tonite.

CHIEF'S REPORT-

Sta. 26-2.....Chief Keaney reported responding to 44 calls in December . Due to The rise in **COVID cases** , Masks will be worn on all Fire Calls & at the Firehouse until further notice. Working with Asst. Chief Kirkland on the Direction we will be taking with drills the next month.

Asst. Chief Kirkland Report

1. Opticom Equipment & Testing program
2. Signing & Seal of Dist#2 on paperwork from Monmouth County
3. Discussed purchase of (2) Air Purifiers made by " Beyond Guardian Air" Portable units . cost of \$ 3,200.00 for 2 units.
4. Working on a " Grant " through the Forest Service, available monies For portable radio's (Communication Equip.) between \$ 5 & 10,000

Sta. 12-1Chief Sarti was excused / No Report

TRUCK REPORT- Sorscher

1. 26-2-67.....Chassis Service & top off all fluids.....Eng. Auto
(4) New Goodyear Enforcer tires (State Contract) B/S Goodyear
(4) wheel alignment & balance..... “ “
- 2, 26-2-78.....Repair lite tower w/ new LED Bulb..... In House
2. 26-2-80.....Lube all gate linkage rods, repair frt. Gate linkage “ “
3. 26-2-82.....Refill DEF fluid 1 ½ gallons..... “ “
4. 26-2-88.....Repair (4) rear brake lite, reset w/sensor lite on dash “ “
5. 26-2-90.....Repair strg w/telescopic knob,& clevis pin@ P/brake “ “
6. 26-2-96.....New brake shoes ,drums ,axle shaft gkt. & seal Kit Hunter P/ Bilt
For frt. rear axle ,& (2) front shock absorbers..... “ “

ALL Vehicles are in Service at this time.

PRESIDENT of the FIRE CO.- Bisogna

1. I'm Michael Bisogna new President of the Fire Co.
2. Due to rising COVID cases , we are enforcing mask wearing in the firehouse & on Fire Calls.
3. Currently working on creating a new website for the Fire Co.

Remainder on President's Report is attached to minutes.

IT OFFICER -Hall

Fuel Tank / monitory System . contact . Vince Scully

INSURANCE- Soden/Marini

Received New Insurance cards for vehicles

ADMINISTRATOR'S REPORT- Marini

1. Met with Stuart Grayer / New Verizon Rep.
2. Ice Breaker's on rear metal roof building
3. Exhaust caps to be replaced on rear building
4. Above ground fuel /gas cell / A & J Const. Farmingdale ,NJ

LEGAL- Youssouf

1. Mr. Petrics /Auditor read the Annual Budget introduced reflects Total Revenues of \$ 1,506,107.00 which includes an amount to be raised by taxation of \$ 1,428,702.00 and Total Appropriations of \$ 1,506,107.00 to support the District Budget . The local Fire Tax is estimated to be \$ 0.050 Per \$ 100 Assessed Valuation.
2. Adoption of Annual Budget on January 5 , 2022 , Motion made by Mr. Kirkland & 2nd by Mrs. Flannery . Roll Call Vote – Kirkland , Flannery , Primiano , Hogan & Spevak voted **YES**.
3. No Capital Projects .
4. Mr. Youssouf asked who was up for Election of the three year term of office. He asked if I have the update forms. Mrs. Carolyn Flannery & Richard Primiano are up for Election . I gave them both the forms & they both were recently returned signed . I know I need to contact you on Jan. 22 , 2022 if I have received any other forms for anyone else wanting to run for Election.
5. The Annual Budget Election will be held on the third Saturday in February , Which is February 19, 2022 at the Firehouse ,5 Sweetman's La, Manalapan Hours are 2 pm to 9pm.
6. We received paperwork from Mon. County Clerk /Election Office . I filled out the form , called Judith Ricci / Deputy of Elections & then Faxed over the form to them.
7. Mr. Spevak will pickup Election stuff on Friday Feb. 18, 2022

AUDITOR- Petrics

1. Annual Fire District Budget prepared for tonite's meeting.
2. Mr. Petrics emailed Mr. Spevak updated forms to be filled out after the Election . The results of Election sent to DCA.

BOOKKEEPER- Larson

1. Budget transfers entered into the 2021 Budget in Quickbooks
2. 2022 Budget has been entered into Quickbooks
3. Adoption Certification & Adoption Resolutions to be completed & Adopted 2022 Budget to be uploaded into FAST with document to be named :
1326-02 adopted budget 2022
4. Election Results will also need to be uploaded after February Election.

IT OFFICER -Hall

Fuel Tank , monitoring systemneed to contact Vince Scully

OLD BUSINESS- No Business

NEW BUSINESS

1. Chairman Hogan stated from now on all Publications will be handled by our IT Officer / Pete Hall
2. Mr. Kirkland stated the water increase from Gordon's Corner Water Company has been suspended until April 15, 2022.
3. The Fire Commissioners are getting a replacement copy machine from Document Solutions.
4. The purchase of (2) Air Purifiers " Beyond " by AERUS with 2 filters cost of \$ 3,200.00 . Mr. Primiano made a motion to purchase & 2nd by Mrs. Flannery , approved by all.

Mr. Primiano made a motion to OPEN PUBLIC PORTION at 9:05 pm & 2nd by Mrs. Flannery , approved by all. NO BUSINESS Mr. Primiano made a motion to CLOSE PUBLIC PORTION at 9:08pm & 2nd by Mrs. Flannery ,approved by all.

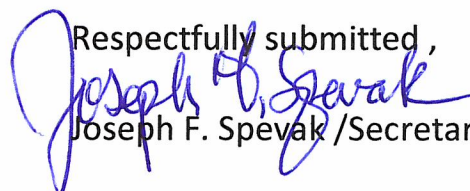
TREASURER'S REPORT- Kirkland

1. Mrs. Flannery made a motion to pay bills in the amount of \$ 96,458.38 & 2nd by Mr. Spevak , approved by all.
2. Mr. Kirkland stated Swanton Fuel Co. is no longer bidding on Fuel /State Contract. Are tanks are full. Need to check with Allied Fuel Co.

GOOD & WELFARE

1. Next meeting will be February 2 , 2022
2. Mr. Marini stated he spoke with Trustee Genieczko & Keaney the problems with not getting heat upstairs is with heater valves from boiler .

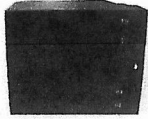
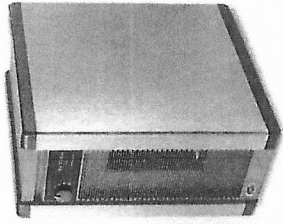
Since there was no further business Mrs. Flannery made a motion for adjournment at 9:20pm & 2nd by Mr. Primiano, approved by all.

Respectfully submitted ,

Joseph F. Spevak /Secretary



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555 Shrewsbury Ave.
Shrewsbury, NJ 07702

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**CERTIFICATION OF MEMBER(S) OF THE BOARD OF FIRE COMMISSIONERS
OFFICES TO BE FILLED**

TO BE FILED WITH THE COUNTY CLERK BY JANUARY 11, 2022

I, JOSEPH SPEVAK, SECRETARY/CLERK, of Fire District No. 2 of MAVALAPAN TWP, in the County of Monmouth, do hereby certify under my hand of

office that at the Annual February Fire Election to be held on the nineteenth day of February, two thousand and twenty two, the following Fire Commissioner offices are to be filled and the number of persons to be voted for each office is:

- 2 For Member(s) of the Board of Fire Commissioners 3 Year Term
- _____ For Member(s) of the Board of Fire Commissioners 2 Year Unexpired Term
- _____ For Member(s) of the Board of Fire Commissioners 1 Year Unexpired Term

Public Question(s)

Other than the budget proposal question, will you have a public question to be voted upon?

_____ Yes No If yes, how many? _____

(*if the text of any question is available, please provide it with this form in Word format.)

Voting Machines

Will your voters be voting on the touch screen voting machine on February 19? Yes _____ No
(*please be advised you MUST notify the Superintendent of Elections Office directly if you are requesting the use of the touch screen voting machine)

If no, how many paper ballots will you need printed for election day? _____

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of January, two thousand and twenty-two.

Joseph Spevak

Secretary/Clerk Signature

cell# 732-620-0573



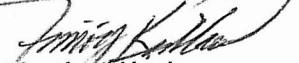
**BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP FIRE DISTRICT #2
P.O. BOX 54
Tennent, NJ 07763**

January 5, 2022 Bill List

ADP	13,194.70
American Cloud Services	275.00
Document Solutions Leasing	122.79
Englishtown Fire Dept.	11,540.00
First Responder Joint Insurance Fund	35,635.00
Manalapan Twp. Fire Co. #1	34,657.25
NetLink Web Services	349.00
Quality Lube Plus	44.99
SBP Industries	510.00
Verizon	129.65

\$ 96,458.38

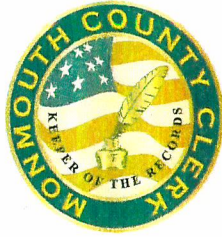
Respectfully submitted,



Timothy Kirkland
Treasurer

THE OFFICE OF THE COUNTY CLERK COUNTY OF MONMOUTH

CHRISTINE GIORDANO HANLON
MONMOUTH COUNTY CLERK



ELECTION OFFICE
300 HALLS MILL ROAD
FREEHOLD, NJ 07728-1251
Phone: 732-431-7790
Fax: 732-409-4887

TO: FIRE COMMISSIONERS/ATTORNEYS
FROM: Christine Giordano Hanlon
DATE: December 7, 2021
RE: 2022 February Annual Fire Election

Sent on Jan, 10, 2022

Thank you for your continuing cooperation as we approach the 2022 February Annual Fire Election. As you are aware, back in August of 2018 and 2019 Governor Murphy signed into law that mail-in ballots be issued for every election to all voters who voted by mail in the 2016 general election and all voters who voted by mail in any election in 2017 & 2018. As such, there are approximately 23,000 voters in Monmouth County who will receive a mail-in ballot for the 2022 February Annual Fire Election.

Following the law, any voter who received a mail-in ballot but has not returned it and shows up at the polls to vote must be allowed to vote by provisional ballot N.J.S.A.19:63-20, and if for any cause a voting machine fails to operate, a voter shall be supplied with an emergency ballot to cast their vote N.J.S.A.19:53B-3.

Starting with the 2021 General Election, and going forward Monmouth County now has electronic touch screen voting machines, which will be utilized if you request a machine through the Superintendent of Elections Office. As well, per the request of the Board of Elections and similar to last year, we must use mail-in & provisional ballots that can be machine counted due to the potential that large numbers of mail-in ballots may be submitted for counting. To accommodate the new machines and the use of mail-in & provisional ballots to be read by machine my office will be managing the preparation of all ballots (mail-in, provisional, machine, & emergency) for your fire district. Please see the enclosed form to be filled out and filed with my office. After we receive such a form, we will email you an excel sheet to fill in the candidates' names.

Please send the form to my deputy for elections, Judith Ricci, no later than Tuesday, January 11th. Forms should be sent via email to clerkofelections@co.monmouth.nj.us.

Note that we will be forwarding the list of all voters who received mail-in ballots to the Superintendent of Elections for you to pick up when you pick up the voter registry lists so that you can ensure that voters who received mail-in ballots do not vote at the polling locations.

As a reminder to all, we will be seeking financial reimbursement from the fire districts post-election for the mailing of the ballots as well as the ballot scanner programming. You will be billed directly from Reliance Graphics for the printing of the ballots.

Any questions, please feel free to contact me or my deputy for elections, Judith Ricci.



MANALAPAN TOWNSHIP FIRE COMPANY #1

**5 Sweetmans Lane
Manalapan, NJ 07726
Office: (732) 462-1112
Fax: (732) 462-2376**

President: Michael R. Bisogna

Chief: Adam Keaney

Manalapan Township Presidents Report for - Commissioner Meeting January 5, 2022.

- New President for 2022: I'm looking forward to a great year! I plan on getting the firehouse involved more in the community and host fun events at the firehouse for the public to come out and see what we do and to enjoy a fun day/night out (covid permitting).
- Due to the rising covid cases in Monmouth County, we are back to enforcing masks while inside the firehouse and on fire calls. Masks and hand sanitizers were left on the pool table for our members to use. We will revisit this new policy in a few weeks to see how covid cases are in the county
- We had someone come out to check the boiler to see why it's cold upstairs in the training room/offices in December, we have two parts on order which is hard to find due to being very old.
- I'm currently working on creating a new website for the fire company, it should be up and running by the time the existing one expires..

Previous Events:

- On December 18th, 2021 we had an enjoyable Christmas party for our members and their kids.
- Our Annual Santa Run was run on December 19th, 2021 and was very successful. We had a lot of people come outside and say hi and were very appreciative and happy . I am hoping to be able to offer gift giving where parents can drop off Christmas gifts to the firehouse for Santa to bring to their kids like the other firehouses are doing.

Upcoming events:

- Our next Firehouse Business Meeting is scheduled for January 10th, 2022
- Our installation dinner was scheduled/planned for January 29th, 2022 at Knob Hill but was canceled due to the rise of Covid cases in Monmouth County.
- We will be participating in the Freehold Boro St. Patrick's Day Parade on March 13th.
- We will be attending our new firefighter graduate Frank Tilton's Graduation at Brookdale Community College.

Respectfully Submitted,

President Michael Bisogna
Manalapan Twp. Fire Company #1

Feb, mtg

AFFIDAVIT OF PUBLICATION

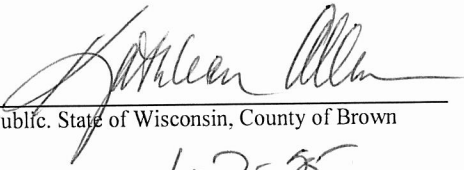
STATE OF WISCONSIN

Brown County

Personally appeared Lula

Of the **Asbury Park Press**, a newspaper printed in Freehold, New Jersey and published in Neptune, in the State of New Jersey and Monmouth/Ocean Counties, and of general circulation in Monmouth/Ocean Counties, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 time(s), once in each issue as follows:

1/7/2021 **A.D 2022**



Notary Public, State of Wisconsin, County of Brown

1-7-25

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Township of Manalapan Fire District No. 2

Synopsis of audit report of the Township of Manalapan Fire District No. 2, Monmouth County, New Jersey for the years ended December 31, 2020 and 2019 as required by N.J.S. 40A:5A-16.

Statements of Net Position

	<u>2020</u>	<u>2019</u>
Assets and Deferred Outflow of Resources		
Assets		
Cash and Investments	\$ 3,396,512	\$ 2,858,836
Prepaid Insurance	4,247	4,247
Investment in LOSAP	916,498	869,712
Capital Assets, Net	<u>2,862,716</u>	<u>3,006,246</u>
Total Assets	7,179,973	6,739,041
Deferred outflows of resources		
Pension related	<u>50,261</u>	<u>62,524</u>
Total assets and deferred outflows of resources	\$ <u>7,230,234</u>	\$ <u>6,801,565</u>
Liabilities, Deferred Inflows of Resources, and Net Position		
Current Liabilities:		
Accounts Payable	\$ 15,647	\$ 28,118
PERSPP	17,104	14,750
Reserve for LOSAP Trust	259,215	240,119
Net assets available for LOSAP	916,498	869,712
Accrued Interest	10,875	12,975
Serial Bonds Payable - Current	<u>70,000</u>	<u>140,000</u>
	1,289,339	1,305,674
Other Liabilities:		
Serial Bonds Payable Long Term	570,558	649,209
Net pension liability	<u>254,967</u>	<u>273,230</u>
Total Other Liabilities	<u>825,525</u>	<u>922,439</u>
Total liabilities	<u>2,114,864</u>	<u>2,228,113</u>
Deferred inflows of resources		
Pension related	108,989	102,718
Net Position:		
Net Investment in Capital Assets	2,211,283	2,204,062
Restricted for capital Acquisitions	1,329,090	1,305,911
Unrestricted	<u>1,466,008</u>	<u>960,761</u>
Total Net Position	<u>5,006,381</u>	<u>4,470,734</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	\$ <u>7,230,234</u>	\$ <u>6,801,565</u>

Statements of Revenues, Expenses and Changes in Net Position

Revenue and Other Financing Sources

District Taxes	\$ 1,458,842	\$ 1,452,333
Supplemental Fire Service Grant	2,631	2,631
Interest on Deposits and Investments	29,867	19,262
Miscellaneous Income	30,381	478
Loss on Disposition of Fixed Assets	<u>(1,713)</u>	<u>(16,705)</u>
Total Revenue and Other Financing Sources	1,520,008	1,457,999

Expenditures

Operating	<u>984,361</u>	<u>1,022,290</u>
Changes in Net Position	535,647	435,709
Net Position - Beginning of Year	<u>4,470,734</u>	<u>4,035,025</u>
Net Position - End of Year	\$ <u>5,006,381</u>	\$ <u>4,470,734</u>

Recommendations

None

The above synopsis was prepared from the report of the audit of the Manalapan Township Fire District No. 2, County of Monmouth, for the years ended December 31, 2020 and 2019.

The report of audit, submitted by Ronald C. Petrics, CPA, RMA, is on file at the Board of Fire Commissioners office and may be inspected by any interested person.

J. Spevak

Secretary of the Board

Manalapan Township Fire District No. 2

MANALAPAN TWP FIRE #2
P. O. Box 54
TENNET, NJ 07763-0054

ASBURY PARK PRESS

AFFIDAVIT

STATE OF NEW JERSEY

:

:

COUNTY OF MONMOUTH

:

Tara Hamm, of full age, being duly sworn according to law, hereby deposes and says:

1. I am the Director - Public Notice of the Asbury Park Press.

2. For the period of October 1, 2020 to September 30, 2021, the net paid circulation for the Asbury Park Press was 28,578.

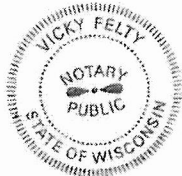
3. Based on the forgoing circulation, the rate to be charged by the Asbury Park Press for official advertising, as calculated in accordance with N.J.S.A. 35:2-1, shall be \$0.44 per line.

Tara Hamm

Tara Hamm/Director Public Notices

Sworn to and subscribed before me
this 30th day of Nov., 2021.

Vicky Felty



State of Wisconsin, County of Brown

The Board of County Commissioners of the County of Monmouth

DEPARTMENT OF PUBLIC WORKS & ENGINEERING

JOHN W. TOBIA
Director
Email: jwtobia@co.monmouth.nj.us



JOSEPH M. ETTORE
County Engineer
Email: engineer@co.monmouth.nj.us

**DIVISION OF ENGINEERING
& TRAFFIC SAFETY**
Hall of Records Annex
Freehold, New Jersey 07728
Telephone: (732) 431-7760
Fax: (732) 431-7765

January 11, 2022

Thomas Kirkland, Assistant Chief
Manalapan Township Fire Company 1
5 Sweetmans Lane
Manalapan, New Jersey 07726

**Re: Traffic Signal Preemption System
Various County Intersections in the
Township of Manalapan**

Dear Mr. Kirkland:

Enclosed for your records, please find one (1) fully executed, original signed and sealed **Pre-emption Agreement** associated with the resolutions adopted on December 9, 2021 for each of the following intersections:

- CR 3 (Tennent Road) & CR 522 (Freehold Road), Resolution No. 2021-0963
- CR 3 (Main Street) & CR 527 (Millhurst Road), Resolution No. 2021-0964
- CR 522 (Freehold Road) & Taylors Mills Road, Resolution No. 2021-0965
- CR 1/CR 527 (Sweetmans Lane) & CR 527/CR 527A (Smithburg Road), Resolution No. 2021-0966

Should you have any questions, please do not hesitate to contact Martin C. Livingston, Traffic Engineer - Operations at (732) 431-7761 or myself directly.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joseph M. Ettore".

Joseph M. Ettore, P.E.
County Engineer

JME:BKQ:lk
Enc.

c: Michael Fitzgerald, Esq., County Counsel
Raymond W. Bragg, P.E., P.P., C.M.E., Assistant County Engineer
Debra Compton, Manager of Engineering Operations
Michael Nei, Traffic Engineer-Design
Martin C. Livingston, Traffic Engineer-Operations

Log #T050-21



**THE BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF MONMOUTH**

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



MARION MASNICK
CLERK OF THE BOARD

HALL OF RECORDS
1 EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728
TELEPHONE: 732-431-7387

FAX: 732-431-6519
EMAIL: marion.masnick@co.monmouth.nj.us

Transmittal Letter
December 10, 2021

Township of Manalapan
120 Route 522
Manalapan, NJ 07726
Attn: Tara L. Lovrich, Twp. Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attn: Roger J. McLaughlin, Esq., Twp. Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attn: Thomas Kirkland, Assistant Chief

Re: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road)

Dear Madam & Sirs:

Enclosed please find a copy of the above certified resolution adopted by the Monmouth County Board of County Commissioners at its Regular Public Meeting of December 9, 2021.

Sincerely Yours,

Marion Masnick
Clerk of the Board

MM: sct
Enclosure(s)

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what was later known as Monmouth County

Monmouth County Board of County Commissioners

Meeting Venue:

Date: Dec 09, 2021 - 2:00 PM

Location: Hall of Records
 Commissioner's Meeting Room
 1 East Main Street
 Freehold, NJ 07728

Agenda: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road)

Official Document #	Res# 2021-0963						
Meeting Date	12/09/2021						
Introduced Date	12/09/2021						
Adopted Date	12/09/2021						
Agenda Item	20						
COUNTY COMMISSIONER	PRES*	ABS*	MOVE	SEC	AYE	NAY	ABST*
Licitra	<				<		
DiRocco	<		<		<		
Burry	<			<	<		
Kiley	<				<		
Arnone	<				<		

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

[Signature] 20 21
[Signature]
 CLERK

Engineering

**RESOLUTION AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP REGARDING EMERGENCY PRE-EMPTION AT A
TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 3 (TENNENT
ROAD) AND COUNTY ROUTE 522 (FREEHOLD ROAD)**

WHEREAS, a fully actuated traffic signal exists at the intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road) in the Township of Manalapan; and

WHEREAS, a traffic condition exists at the intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road) which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

WHEREAS, the County Engineer has proposed a form of Agreement and has recommended that the County enter same with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township pertaining to the installation, operation and maintenance of the said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment; and

WHEREAS, the form of Agreement has been reviewed and approved by County Counsel; and

WHEREAS, the Monmouth County Board of County Commissioners has reviewed this matter and relying substantially on the recommendation of the County Engineer, finds it appropriate to enter into the subject Agreement according to the terms of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the Director and Clerk of the Board are hereby authorized to execute the subject

Introduced on: December 9, 2021
Adopted on: December 9, 2021
Official Resolution#: 2021-0963

Agreement with the Township of Manalapan and the Board of Fire Commissioners District
No. 2 Manalapan Township on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk of the Board shall forward a
certified true copy of this Resolution to the County Engineer, County Counsel and to:

Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726
Attention: Tara L. Lovrich, Township Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attention: Roger J. McLaughlin, Esq., Township Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attention: Thomas Kirkland, Assistant Chief

Introduced on: December 9, 2021
Adopted on: December 9, 2021
Official Resolution#: 2021-0963

**AGREEMENT BETWEEN THE COUNTY OF MONMOUTH, THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP CONCERNING EMERGENCY PRE-EMPTION
AT A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 3
(TENNET ROAD) AND COUNTY ROUTE 522 (FREEHOLD ROAD)**

THIS AGREEMENT, made and entered into this 9th day of December, 2021 by and between the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter designated as “**COUNTY**”, the Township of Manalapan, a municipal corporation of the State of New Jersey, hereinafter designated as “**TOWNSHIP**”, and the Board of Fire Commissioners District No. 2 Manalapan Township, hereinafter referred to as the “**BOARD OF FIRE COMMISSIONERS**”.

PREAMBLE

A fully actuated traffic signal exists at the intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road), in the Township of Manalapan; and

The **COUNTY** and the **TOWNSHIP** entered into an Electrical Agreement dated October 1, 2001 regarding maintenance of the said traffic signal; and

A traffic condition exists at the intersection of County Route 3 (Tennent Road) and County Route 522 (Freehold Road), which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

The **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** have expressed a willingness to cooperate with the **COUNTY** in achieving the overall objective of safe and efficient movement of traffic on both of the said roadways and through said intersection; and

It is the purpose of this Agreement to define the responsibilities of the parties to this Agreement regarding the installation, operation and maintenance of said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. **COUNTY** has determined the character, type, location, and operation of the traffic control signal systems in accordance with R.S. 39:4-120.
2. **COUNTY** will install such line and pavement markings, and erect such signs on the crossing street or roadway, as it deems required to properly direct the flow of traffic into, out of, or across the County highway. The **TOWNSHIP** will maintain and replace the lane and pavement markings and signs beyond the jurisdictional line of the County along the municipal roadway. The **COUNTY** will maintain and replace the lane and pavement markings, or signs on the County highway.
3. **COUNTY** agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **COUNTY**.
4. **COUNTY** will periodically inspect and maintain the complete installation, including relamping thereof, with the exception of the emergency pre-emption equipment.
5. **TOWNSHIP** agrees to provide for the necessary establishment of the electric service, inspection of that installation, and payment of all future related electric current costs for this signal as well as for all existing and future signals operated and maintained by the **COUNTY** that are within the **TOWNSHIP**.
6. **TOWNSHIP** agrees to allow placement of any facility associated with the traffic control signal system installation within areas of its jurisdiction, where necessary, and further agrees to allow the **COUNTY**, with its own or contract forces, to perform maintenance on these facilities to open roadways or other areas under its jurisdiction. The **COUNTY** would give the **TOWNSHIP** notice prior to such maintenance activities taking place without the need to obtain Township permits.
7. **TOWNSHIP** agrees to maintain the roadway pavement within its jurisdiction in a condition sufficient to accept detection equipment and pavement markings associated with the traffic signal installation. On notification from the **COUNTY**, the **TOWNSHIP** will effect pavement repairs within two month's time, except during the period from November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the **COUNTY** reserves the right, upon thirty days' written notice, to perform this work at the total expense of the **TOWNSHIP**.

8. **TOWNSHIP** agrees to pay for all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **TOWNSHIP**.
9. **TOWNSHIP** agrees to provide, at its own expense and upon 72 hours notice by the **COUNTY** to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic control signal system. The **TOWNSHIP** further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The **TOWNSHIP** agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the **COUNTY** of such. By acceptance of this Agreement, the **TOWNSHIP** also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the **COUNTY**, that are within the **TOWNSHIP**.
10. **BOARD OF FIRE COMMISSIONERS** agrees that any and all of the pre-emption equipment utilized at this signalized intersection shall be subject to approval by the **COUNTY** Engineer prior to installation. The **BOARD OF FIRE COMMISSIONERS** shall have the pre-emption system installed using either a NJDOT prequalified contractor with a classification 7 or certified representative of the manufacturer of the pre-emption equipment and shall assume 100% of the total cost of the installation of the emergency pre-emption equipment. The **BOARD OF FIRE COMMISSIONERS** or its authorized agents will have the responsibility to coordinate its work schedule with the approval of the **COUNTY**. No work shall commence at the intersection without the prior approval of the **COUNTY**. No connections to **COUNTY** equipment are to be made without the approval of and coordination with the **COUNTY**. After the equipment is installed, the **COUNTY** will inspect the connection into the **COUNTY**'s equipment. The equipment shall not be put into operation until its installation is approved by the **COUNTY**.
11. **BOARD OF FIRE COMMISSIONERS** agrees that, unless otherwise directed by the **COUNTY**, all emergency pre-emption equipment shall be located in a separate cabinet to be mounted on the meter cabinet, and shall be connected only to the terminal block of the signal controller. The **BOARD OF FIRE COMMISSIONERS** shall be responsible for any unauthorized interference with the operation of the County's traffic signal and for any damage to the County's traffic signal or its operation caused by installation or maintenance of the emergency pre-emption equipment.
12. After the installation of the pre-emption system is completed, the **BOARD OF FIRE COMMISSIONERS** or its authorized agent will have the responsibility to schedule an inspection with the Office of the County Engineer before the pre-emption can be activated.

13. **BOARD OF FIRE COMMISSIONERS** shall respond to all emergency calls related to the pre-emption sequence within 24 hours; perform monthly inspections; and maintain the emergency pre-emption system, at its own expense. Copies of the monthly inspection reports shall be sent to the Office of the County Engineer every month.
14. In case of malfunction of the emergency pre-emption system, the **BOARD OF FIRE COMMISSIONERS** or the **COUNTY** shall disconnect the emergency pre-emption system so that it shall not interfere with the normal operation of the traffic signal system. The party performing the disconnect shall immediately notify the other party.
15. After a determination by the **COUNTY** that traffic conditions require the mode of operation of the existing traffic signal be revised, the **BOARD OF FIRE COMMISSIONERS** shall effect any modification of the pre-emption device as may be required associated with providing the proper emergency sequence as determined by the **COUNTY**, within sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**. All costs of said modification shall be borne by the **BOARD OF FIRE COMMISSIONERS**.
16. **COUNTY** and the **TOWNSHIP** shall allow the **BOARD OF FIRE COMMISSIONERS** to enter upon areas under the **COUNTY's** and the **TOWNSHIP's** jurisdiction without the need for permits for the purposes of installing and maintaining the emergency pre-emption system. Access to the **COUNTY** controller cabinets will be under the direct supervision of the County's Division of Engineering and Traffic Safety or designee.
17. If the **BOARD OF FIRE COMMISSIONERS** fails to perform its obligations under this Agreement with regard to the pre-emption equipment, the **COUNTY** may, upon sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**, remove the emergency pre-emption system from the traffic signal. The **BOARD OF FIRE COMMISSIONERS** shall pay all costs for the removal.
18. **COUNTY** reserves the right to rescind this Agreement, on giving the **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** six months' written notice which shall be served upon the **TOWNSHIP** Clerk and the **BOARD OF FIRE COMMISSIONERS**.
19. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent, by facsimile and by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter mentioned, or such other address as either party may designate by notice given from time to time in accordance with the paragraph. Every notice shall be deemed to have been given on the date on which the envelope in which such notice is enclosed was postmarked as being mailed, as above provided, in a United States mailbox or post office, except as expressly otherwise provided.

Notice necessary and provided for in this agreement shall be mailed to:

To the Township of Manalapan:

Tara L. Lovrich, Township Administrator
Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726

Copy to the Township of Manalapan:

Roger J. McLaughlin, Esq., Township Attorney
McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753

And to the Board of Fire Commissioners Manalapan Township:

Thomas Kirkland, Assistant Chief
Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726

And to the County of Monmouth:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728

Copy to County Attorney:

Michael D. Fitzgerald, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, New Jersey 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, New Jersey 07728

20. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
22. **TOWNSHIP** agrees to indemnify and hold harmless the **COUNTY** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
23. **TOWNSHIP** agrees to indemnify and hold harmless the **BOARD OF FIRE COMMISSIONERS** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
24. **COUNTY** shall indemnify and hold the **TOWNSHIP** harmless against any claims arising out of the performance of any of its obligations under this contract.
25. **COUNTY** shall indemnify and hold the **BOARD OF FIRE COMMISSIONERS** harmless against any claims arising out of the performance of any of its obligations under this contract.
26. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **COUNTY**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
27. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **TOWNSHIP**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
28. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

29. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
- ii. GENDER AND NUMBER: In all referenced herein to any party, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- iii. DRAFTING OF AGREEMENT: This Agreement, as a matter of convenience to all parties, was prepared by the attorney for **County**. All parties expressly agree that in the event of any ambiguity, such ambiguity shall not be resolved against **County** solely on the basis that the Agreement was prepared by **County**, its attorney, employees and agents.
- iv. CHANGES AND MODIFICATIONS OF AGREEMENT: Any and all changes and/or modifications of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- v. SEVERABILITY: The invalidity or unenforceability of any term, phrase, clause, paragraph, section, restriction, covenant, agreement or other provision of this Agreement, or any amendment hereto, shall in no way effect the validity and enforceability of any other part hereof.
- vi. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. This Agreement may be delivered by any Party by facsimile transmission to the other Party with the same force and effect as if originally executed versions of this Agreement were delivered. If this Agreement is executed in counterparts or delivered by facsimile transmission, any Party may require at any time thereafter that all Parties circulate sufficient additional copies of this Agreement for execution so that each Party may retain two fully executed originals of this Agreement.
- vii. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and correctly sets forth their obligations to each other as of the date hereof. No representations have been made by the parties except as set forth herein.
- viii. NO ORAL CHANGES: This Agreement may not be altered or modified orally, but only by a written agreement executed by the parties hereto.


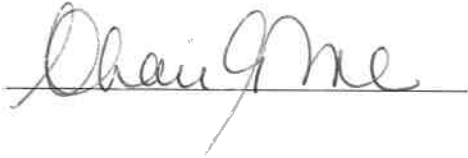
- ix. DATE OF AGREEMENT: The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date will be inserted at the top of the first page hereof.

- x. WAIVER: No waiver by either party or any failure of, or refusal, by, the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

ATTEST:

TOWNSHIP OF MANALAPAN




ATTEST:

BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP

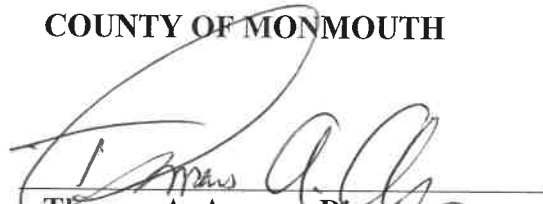


ATTEST:

COUNTY OF MONMOUTH



Marion Masnick, Clerk of the Board
Board of County Commissioners



Thomas A. Arnone, Director
Board of County Commissioners

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this 9th day of December, 2021 before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of County Commissioners named in the within instrument, that Thomas A. Arnone is the Director of the Monmouth County Board of County Commissioners, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of County Commissioners; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Thomas A. Arnone, Director of the Monmouth County Board of County Commissioners as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF December, 20 21

Susan Comey Trembley

SUSAN COMEY TREMBLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/6/2026

**AGREEMENT BETWEEN THE COUNTY OF MONMOUTH, THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP CONCERNING EMERGENCY PRE-EMPTION
AT A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 3 (MAIN
STREET) AND COUNTY ROUTE 527 (MILLHURST ROAD)**

THIS AGREEMENT, made and entered into this *9th* day of *December*, 2021 by and between the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter designated as “**COUNTY**”, the Township of Manalapan, a municipal corporation of the State of New Jersey, hereinafter designated as “**TOWNSHIP**”, and the Board of Fire Commissioners District No. 2 Manalapan Township, hereinafter referred to as the “**BOARD OF FIRE COMMISSIONERS**”.

PREAMBLE

A fully actuated traffic signal exists at the intersection of County Route 3 (Main Street) and County Route 527 (Millhurst Road), in the Township of Manalapan; and

The **COUNTY** and the **TOWNSHIP** entered into an Electrical Agreement dated August 8, 2002 regarding maintenance of the said traffic signal; and

A traffic condition exists at the intersection of County Route 3 (Main Street) and County Route 527 (Millhurst Road), which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

The **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** have expressed a willingness to cooperate with the **COUNTY** in achieving the overall objective of safe and efficient movement of traffic on both of the said roadways and through said intersection; and

It is the purpose of this Agreement to define the responsibilities of the parties to this Agreement regarding the installation, operation and maintenance of said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. **COUNTY** has determined the character, type, location, and operation of the traffic control signal systems in accordance with R.S. 39:4-120.
2. **COUNTY** will install such line and pavement markings, and erect such signs on the crossing street or roadway, as it deems required to properly direct the flow of traffic into, out of, or across the County highway. The **TOWNSHIP** will maintain and replace the lane and pavement markings and signs beyond the jurisdictional line of the County along the municipal roadway. The **COUNTY** will maintain and replace the lane and pavement markings, or signs on the County highway.
3. **COUNTY** agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **COUNTY**.
4. **COUNTY** will periodically inspect and maintain the complete installation, including relamping thereof, with the exception of the emergency pre-emption equipment.
5. **TOWNSHIP** agrees to provide for the necessary establishment of the electric service, inspection of that installation, and payment of all future related electric current costs for this signal as well as for all existing and future signals operated and maintained by the **COUNTY** that are within the **TOWNSHIP**.
6. **TOWNSHIP** agrees to allow placement of any facility associated with the traffic control signal system installation within areas of its jurisdiction, where necessary, and further agrees to allow the **COUNTY**, with its own or contract forces, to perform maintenance on these facilities to open roadways or other areas under its jurisdiction. The **COUNTY** would give the **TOWNSHIP** notice prior to such maintenance activities taking place without the need to obtain Township permits.
7. **TOWNSHIP** agrees to maintain the roadway pavement within its jurisdiction in a condition sufficient to accept detection equipment and pavement markings associated with the traffic signal installation. On notification from the **COUNTY**, the **TOWNSHIP** will effect pavement repairs within two month's time, except during the period from November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the **COUNTY** reserves the right, upon thirty days' written notice, to perform this work at the total expense of the **TOWNSHIP**.

8. **TOWNSHIP** agrees to pay for all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **TOWNSHIP**.
9. **TOWNSHIP** agrees to provide, at its own expense and upon 72 hours notice by the **COUNTY** to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic control signal system. The **TOWNSHIP** further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The **TOWNSHIP** agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the **COUNTY** of such. By acceptance of this Agreement, the **TOWNSHIP** also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the **COUNTY**, that are within the **TOWNSHIP**.
10. **BOARD OF FIRE COMMISSIONERS** agrees that any and all of the pre-emption equipment utilized at this signalized intersection shall be subject to approval by the **COUNTY** Engineer prior to installation. The **BOARD OF FIRE COMMISSIONERS** shall have the pre-emption system installed using either a NJDOT prequalified contractor with a classification 7 or certified representative of the manufacturer of the pre-emption equipment and shall assume 100% of the total cost of the installation of the emergency pre-emption equipment. The **BOARD OF FIRE COMMISSIONERS** or its authorized agents will have the responsibility to coordinate its work schedule with the approval of the **COUNTY**. No work shall commence at the intersection without the prior approval of the **COUNTY**. No connections to **COUNTY** equipment are to be made without the approval of and coordination with the **COUNTY**. After the equipment is installed, the **COUNTY** will inspect the connection into the **COUNTY**'s equipment. The equipment shall not be put into operation until its installation is approved by the **COUNTY**.
11. **BOARD OF FIRE COMMISSIONERS** agrees that, unless otherwise directed by the **COUNTY**, all emergency pre-emption equipment shall be located in a separate cabinet to be mounted on the meter cabinet, and shall be connected only to the terminal block of the signal controller. The **BOARD OF FIRE COMMISSIONERS** shall be responsible for any unauthorized interference with the operation of the County's traffic signal and for any damage to the County's traffic signal or its operation caused by installation or maintenance of the emergency pre-emption equipment.
12. After the installation of the pre-emption system is completed, the **BOARD OF FIRE COMMISSIONERS** or its authorized agent will have the responsibility to schedule an inspection with the Office of the County Engineer before the pre-emption can be activated.

13. **BOARD OF FIRE COMMISSIONERS** shall respond to all emergency calls related to the pre-emption sequence within 24 hours; perform monthly inspections; and maintain the emergency pre-emption system, at its own expense. Copies of the monthly inspection reports shall be sent to the Office of the County Engineer every month.
14. In case of malfunction of the emergency pre-emption system, the **BOARD OF FIRE COMMISSIONERS** or the **COUNTY** shall disconnect the emergency pre-emption system so that it shall not interfere with the normal operation of the traffic signal system. The party performing the disconnect shall immediately notify the other party.
15. After a determination by the **COUNTY** that traffic conditions require the mode of operation of the existing traffic signal be revised, the **BOARD OF FIRE COMMISSIONERS** shall effect any modification of the pre-emption device as may be required associated with providing the proper emergency sequence as determined by the **COUNTY**, within sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**. All costs of said modification shall be borne by the **BOARD OF FIRE COMMISSIONERS**.
16. **COUNTY** and the **TOWNSHIP** shall allow the **BOARD OF FIRE COMMISSIONERS** to enter upon areas under the **COUNTY's** and the **TOWNSHIP's** jurisdiction without the need for permits for the purposes of installing and maintaining the emergency pre-emption system. Access to the **COUNTY** controller cabinets will be under the direct supervision of the County's Division of Engineering and Traffic Safety or designee.
17. If the **BOARD OF FIRE COMMISSIONERS** fails to perform its obligations under this Agreement with regard to the pre-emption equipment, the **COUNTY** may, upon sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**, remove the emergency pre-emption system from the traffic signal. The **BOARD OF FIRE COMMISSIONERS** shall pay all costs for the removal.
18. **COUNTY** reserves the right to rescind this Agreement, on giving the **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** six months' written notice which shall be served upon the **TOWNSHIP** Clerk and the **BOARD OF FIRE COMMISSIONERS**.
19. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent, by facsimile and by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter mentioned, or such other address as either party may designate by notice given from time to time in accordance with the paragraph. Every notice shall be deemed to have been given on the date on which the envelope in which such notice is enclosed was postmarked as being mailed, as above provided, in a United States mailbox or post office, except as expressly otherwise provided.

Notice necessary and provided for in this agreement shall be mailed to:

To the Township of Manalapan:

Tara L. Lovrich, Township Administrator
Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726

Copy to the Township of Manalapan:

Roger J. McLaughlin, Esq., Township Attorney
McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753

And to the Board of Fire Commissioners Manalapan Township:

Thomas Kirkland, Assistant Chief
Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726

And to the County of Monmouth:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728

Copy to County Attorney:

Michael D. Fitzgerald, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, New Jersey 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, New Jersey 07728

20. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
22. **TOWNSHIP** agrees to indemnify and hold harmless the **COUNTY** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
23. **TOWNSHIP** agrees to indemnify and hold harmless the **BOARD OF FIRE COMMISSIONERS** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
24. **COUNTY** shall indemnify and hold the **TOWNSHIP** harmless against any claims arising out of the performance of any of its obligations under this contract.
25. **COUNTY** shall indemnify and hold the **BOARD OF FIRE COMMISSIONERS** harmless against any claims arising out of the performance of any of its obligations under this contract.
26. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **COUNTY**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
27. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **TOWNSHIP**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
28. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

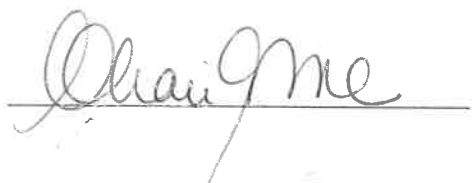
29. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
- ii. GENDER AND NUMBER: In all referenced herein to any party, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- iii. DRAFTING OF AGREEMENT: This Agreement, as a matter of convenience to all parties, was prepared by the attorney for **County**. All parties expressly agree that in the event of any ambiguity, such ambiguity shall not be resolved against **County** solely on the basis that the Agreement was prepared by **County**, its attorney, employees and agents.
- iv. CHANGES AND MODIFICATIONS OF AGREEMENT: Any and all changes and/or modifications of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- v. SEVERABILITY: The invalidity or unenforceability of any term, phrase, clause, paragraph, section, restriction, covenant, agreement or other provision of this Agreement, or any amendment hereto, shall in no way effect the validity and enforceability of any other part hereof.
- vi. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. This Agreement may be delivered by any Party by facsimile transmission to the other Party with the same force and effect as if originally executed versions of this Agreement were delivered. If this Agreement is executed in counterparts or delivered by facsimile transmission, any Party may require at any time thereafter that all Parties circulate sufficient additional copies of this Agreement for execution so that each Party may retain two fully executed originals of this Agreement.
- vii. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and correctly sets forth their obligations to each other as of the date hereof. No representations have been made by the parties except as set forth herein.

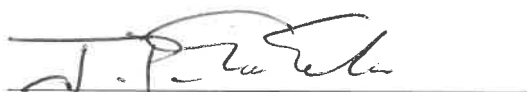
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- x. WAIVER: No waiver by either party or any failure of, or refusal, by, the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

ATTEST:



TOWNSHIP OF MANALAPAN




ATTEST:



BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP

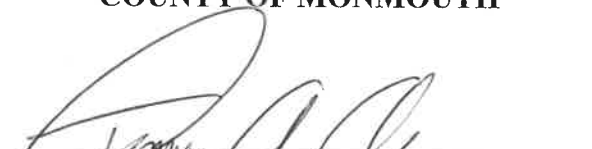


ATTEST:



Marion Masnick, Clerk of the Board
Board of County Commissioners

COUNTY OF MONMOUTH



Thomas A. Arnone, Director
Board of County Commissioners

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this 9th day of December, 2021 before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of County Commissioners named in the within instrument, that Thomas A. Arnone is the Director of the Monmouth County Board of County Commissioners, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of County Commissioners; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Thomas A. Arnone, Director of the Monmouth County Board of County Commissioners as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF December, 20 21

Susan Comey Trembley

SUSAN COMEY TREMBLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/6/2026

3

THE BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF MONMOUTH

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



MARION MASNICK
CLERK OF THE BOARD

HALL OF RECORDS
1 EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728
TELEPHONE: 732-431-7387

FAX: 732-431-6519
EMAIL: marion.masnick@co.monmouth.nj.us

Transmittal Letter
December 10, 2021

Township of Manalapan
120 Route 522
Manalapan, NJ 07726
Attn: Tara L. Lovrich, Twp. Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attn: Roger J. McLaughlin, Esq., Twp. Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attn: Thomas Kirkland, Assistant Chief

Re: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 522 (Freehold Road) and Taylors Mill Road

Dear Madam & Sirs:

Enclosed please find a copy of the above certified resolution adopted by the Monmouth County Board of County Commissioners at its Regular Public Meeting of December 9, 2021.

Sincerely Yours,

A handwritten signature in cursive script that reads "Marion Masnick".

Marion Masnick
Clerk of the Board

MM: sct
Enclosure(s)

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what was later known as Monmouth County

Monmouth County Board of County Commissioners

Meeting Venue:

Date: Dec 09, 2021 - 2:00 PM

Location: Hall of Records
 Commissioner's Meeting Room
 1 East Main Street
 Freehold, NJ 07728

Agenda: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 522 (Freehold Road) and Taylors Mill Road

Official Document #	Res# 2021-0965						
Meeting Date	12/09/2021						
Introduced Date	12/09/2021						
Adopted Date	12/09/2021						
Agenda Item	22						
COUNTY COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Licitra	<				<		
DiRocco	<		<		<		
Burry	<			<	<		
Kiiey	<				<		
Arnone	<				<		

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

[Signature] 2021
 Clerk
 CLERK

Engineering

**RESOLUTION AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP REGARDING EMERGENCY PRE-EMPTION AT A
TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 522
(FREEHOLD ROAD) AND TAYLORS MILL ROAD**

WHEREAS, a fully actuated traffic signal exists at the intersection of County Route 522 (Freehold Road) and Taylors Mill Road in the Township of Manalapan; and

WHEREAS, a traffic condition exists at the intersection of County Route 522 (Freehold Road) and Taylors Mill Road which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

WHEREAS, the County Engineer has proposed a form of Agreement and has recommended that the County enter same with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township pertaining to the installation, operation and maintenance of the said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment; and

WHEREAS, the form of Agreement has been reviewed and approved by County Counsel; and

WHEREAS, the Monmouth County Board of County Commissioners has reviewed this matter and relying substantially on the recommendation of the County Engineer, finds it appropriate to enter into the subject Agreement according to the terms of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the Director and Clerk of the Board are hereby authorized to execute the subject

Introduced on: December 9, 2021
Adopted on: December 9, 2021
Official Resolution#: 2021-0965

Agreement with the Township of Manalapan and the Board of Fire Commissioners District
No. 2 Manalapan Township on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk of the Board shall forward a
certified true copy of this Resolution to the County Engineer, County Counsel and to:

Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726
Attention: Tara L. Lovrich, Township Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attention: Roger J. McLaughlin, Esq., Township Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attention: Thomas Kirkland, Assistant Chief

**AGREEMENT BETWEEN THE COUNTY OF MONMOUTH, THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP CONCERNING EMERGENCY PRE-EMPTION
AT A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 522
(FREEHOLD ROAD) AND TAYLORS MILL ROAD**

THIS AGREEMENT, made and entered into this *9th* day of *December* 2021 by and between the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter designated as “**COUNTY**”, the Township of Manalapan, a municipal corporation of the State of New Jersey, hereinafter designated as “**TOWNSHIP**”, and the Board of Fire Commissioners District No. 2 Manalapan Township, hereinafter referred to as the “**BOARD OF FIRE COMMISSIONERS**”.

PREAMBLE

A fully actuated traffic signal exists at the intersection of County Route 522 (Freehold Road) and Taylors Mill Road, in the Township of Manalapan; and

The **COUNTY** and the **TOWNSHIP** entered into an Electrical Agreement dated November 8, 1995 regarding maintenance of the said traffic signal; and

A traffic condition exists at the intersection of County Route 522 (Freehold Road) and Taylors Mill Road, which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

The **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** have expressed a willingness to cooperate with the **COUNTY** in achieving the overall objective of safe and efficient movement of traffic on both of the said roadways and through said intersection; and

It is the purpose of this Agreement to define the responsibilities of the parties to this Agreement regarding the installation, operation and maintenance of said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. **COUNTY** has determined the character, type, location, and operation of the traffic control signal systems in accordance with R.S. 39:4-120.
2. **COUNTY** will install such line and pavement markings, and erect such signs on the crossing street or roadway, as it deems required to properly direct the flow of traffic into, out of, or across the County highway. The **TOWNSHIP** will maintain and replace the lane and pavement markings and signs beyond the jurisdictional line of the County along the municipal roadway. The **COUNTY** will maintain and replace the lane and pavement markings, or signs on the County highway.
3. **COUNTY** agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **COUNTY**.
4. **COUNTY** will periodically inspect and maintain the complete installation, including relamping thereof, with the exception of the emergency pre-emption equipment.
5. **TOWNSHIP** agrees to provide for the necessary establishment of the electric service, inspection of that installation, and payment of all future related electric current costs for this signal as well as for all existing and future signals operated and maintained by the **COUNTY** that are within the **TOWNSHIP**.
6. **TOWNSHIP** agrees to allow placement of any facility associated with the traffic control signal system installation within areas of its jurisdiction, where necessary, and further agrees to allow the **COUNTY**, with its own or contract forces, to perform maintenance on these facilities to open roadways or other areas under its jurisdiction. The **COUNTY** would give the **TOWNSHIP** notice prior to such maintenance activities taking place without the need to obtain Township permits.
7. **TOWNSHIP** agrees to maintain the roadway pavement within its jurisdiction in a condition sufficient to accept detection equipment and pavement markings associated with the traffic signal installation. On notification from the **COUNTY**, the **TOWNSHIP** will effect pavement repairs within two month's time, except during the period from November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the **COUNTY** reserves the right, upon thirty days' written notice, to perform this work at the total expense of the **TOWNSHIP**.

8. **TOWNSHIP** agrees to pay for all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **TOWNSHIP**.
9. **TOWNSHIP** agrees to provide, at its own expense and upon 72 hours notice by the **COUNTY** to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic control signal system. The **TOWNSHIP** further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The **TOWNSHIP** agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the **COUNTY** of such. By acceptance of this Agreement, the **TOWNSHIP** also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the **COUNTY**, that are within the **TOWNSHIP**.
10. **BOARD OF FIRE COMMISSIONERS** agrees that any and all of the pre-emption equipment utilized at this signalized intersection shall be subject to approval by the **COUNTY** Engineer prior to installation. The **BOARD OF FIRE COMMISSIONERS** shall have the pre-emption system installed using either a NJDOT prequalified contractor with a classification 7 or certified representative of the manufacturer of the pre-emption equipment and shall assume 100% of the total cost of the installation of the emergency pre-emption equipment. The **BOARD OF FIRE COMMISSIONERS** or its authorized agents will have the responsibility to coordinate its work schedule with the approval of the **COUNTY**. No work shall commence at the intersection without the prior approval of the **COUNTY**. No connections to **COUNTY** equipment are to be made without the approval of and coordination with the **COUNTY**. After the equipment is installed, the **COUNTY** will inspect the connection into the **COUNTY**'s equipment. The equipment shall not be put into operation until its installation is approved by the **COUNTY**.
11. **BOARD OF FIRE COMMISSIONERS** agrees that, unless otherwise directed by the **COUNTY**, all emergency pre-emption equipment shall be located in a separate cabinet to be mounted on the meter cabinet, and shall be connected only to the terminal block of the signal controller. The **BOARD OF FIRE COMMISSIONERS** shall be responsible for any unauthorized interference with the operation of the County's traffic signal and for any damage to the County's traffic signal or its operation caused by installation or maintenance of the emergency pre-emption equipment.
12. After the installation of the pre-emption system is completed, the **BOARD OF FIRE COMMISSIONERS** or its authorized agent will have the responsibility to schedule an inspection with the Office of the County Engineer before the pre-emption can be activated.

13. **BOARD OF FIRE COMMISSIONERS** shall respond to all emergency calls related to the pre-emption sequence within 24 hours; perform monthly inspections; and maintain the emergency pre-emption system, at its own expense. Copies of the monthly inspection reports shall be sent to the Office of the County Engineer every month.
14. In case of malfunction of the emergency pre-emption system, the **BOARD OF FIRE COMMISSIONERS** or the **COUNTY** shall disconnect the emergency pre-emption system so that it shall not interfere with the normal operation of the traffic signal system. The party performing the disconnect shall immediately notify the other party.
15. After a determination by the **COUNTY** that traffic conditions require the mode of operation of the existing traffic signal be revised, the **BOARD OF FIRE COMMISSIONERS** shall effect any modification of the pre-emption device as may be required associated with providing the proper emergency sequence as determined by the **COUNTY**, within sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**. All costs of said modification shall be borne by the **BOARD OF FIRE COMMISSIONERS**.
16. **COUNTY** and the **TOWNSHIP** shall allow the **BOARD OF FIRE COMMISSIONERS** to enter upon areas under the **COUNTY's** and the **TOWNSHIP's** jurisdiction without the need for permits for the purposes of installing and maintaining the emergency pre-emption system. Access to the **COUNTY** controller cabinets will be under the direct supervision of the County's Division of Engineering and Traffic Safety or designee.
17. If the **BOARD OF FIRE COMMISSIONERS** fails to perform its obligations under this Agreement with regard to the pre-emption equipment, the **COUNTY** may, upon sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**, remove the emergency pre-emption system from the traffic signal. The **BOARD OF FIRE COMMISSIONERS** shall pay all costs for the removal.
18. **COUNTY** reserves the right to rescind this Agreement, on giving the **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** six months' written notice which shall be served upon the **TOWNSHIP** Clerk and the **BOARD OF FIRE COMMISSIONERS**.
19. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent, by facsimile and by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter mentioned, or such other address as either party may designate by notice given from time to time in accordance with the paragraph. Every notice shall be deemed to have been given on the date on which the envelope in which such notice is enclosed was postmarked as being mailed, as above provided, in a United States mailbox or post office, except as expressly otherwise provided.

Notice necessary and provided for in this agreement shall be mailed to:

To the Township of Manalapan:

Tara L. Lovrich, Township Administrator
Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726

Copy to the Township of Manalapan:

Roger J. McLaughlin, Esq., Township Attorney
McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753

And to the Board of Fire Commissioners Manalapan Township:

Thomas Kirkland, Assistant Chief
Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726

And to the County of Monmouth:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728

Copy to County Attorney:

Michael D. Fitzgerald, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, New Jersey 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, New Jersey 07728

20. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
22. **TOWNSHIP** agrees to indemnify and hold harmless the **COUNTY** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
23. **TOWNSHIP** agrees to indemnify and hold harmless the **BOARD OF FIRE COMMISSIONERS** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
24. **COUNTY** shall indemnify and hold the **TOWNSHIP** harmless against any claims arising out of the performance of any of its obligations under this contract.
25. **COUNTY** shall indemnify and hold the **BOARD OF FIRE COMMISSIONERS** harmless against any claims arising out of the performance of any of its obligations under this contract.
26. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **COUNTY**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
27. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **TOWNSHIP**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
28. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

29. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
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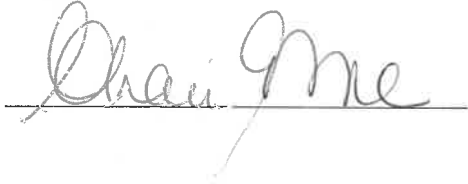
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IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

ATTEST:

TOWNSHIP OF MANALAPAN




ATTEST:

BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP

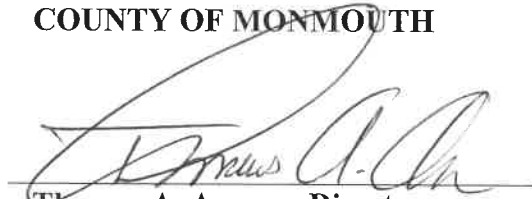


ATTEST:

COUNTY OF MONMOUTH



**Marion Masnick, Clerk of the Board
Board of County Commissioners**



**Thomas A. Arnone, Director
Board of County Commissioners**

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this 9th day of December, 2021 before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of County Commissioners named in the within instrument, that Thomas A. Arnone is the Director of the Monmouth County Board of County Commissioners, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of County Commissioners; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Thomas A. Arnone, Director of the Monmouth County Board of County Commissioners as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9th **DAY OF** December, 20 21

Susan Comey Trembley

SUSAN COMEY TREMBLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/6/2026

THE BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF MONMOUTH

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA

4



MARION MASNICK
CLERK OF THE BOARD

HALL OF RECORDS
1 EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728
TELEPHONE: 732-431-7387

FAX: 732-431-6519
EMAIL: marion.masnick@co.monmouth.nj.us

Transmittal Letter
December 10, 2021

Township of Manalapan
120 Route 522
Manalapan, NJ 07726
Attn: Tara L. Lovrich, Twp. Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attn: Roger J. McLaughlin, Esq., Twp. Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attn: Thomas Kirkland, Assistant Chief

Re: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road)

Dear Madam & Sirs:

Enclosed please find a copy of the above certified resolution adopted by the Monmouth County Board of County Commissioners at its Regular Public Meeting of December 9, 2021.

Sincerely Yours,

A handwritten signature in cursive script that reads "Marion Masnick".

Marion Masnick
Clerk of the Board.

MM: sct
Enclosure(s)

"SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE."

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what was later known as Monmouth County

Monmouth County Board of County Commissioners

Meeting Venue:

Date: Dec 09, 2021 - 2:00 PM

Location: Hall of Records
 Commissioner's Meeting Room
 1 East Main Street
 Freehold, NJ 07728

Agenda: Resolution authorizing agreement with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township regarding Emergency Pre-Emption at a traffic signal at the Intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road)

Official Document #	Res# 2021-0966						
Meeting Date	12/09/2021						
Introduced Date	12/09/2021						
Adopted Date	12/09/2021						
Agenda Item	23						
COUNTY COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Licitra	✓				✓		
DiRocco	✓		✓		✓		
Burry	✓			✓	✓		
Kiley	✓				✓		
Arnone	✓				✓		

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

Dec 9, 2021
Debra M. ...
 CLERK

Engineering

**RESOLUTION AUTHORIZING AGREEMENT WITH THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP REGARDING EMERGENCY PRE-EMPTION
AT A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 1/527
(SWEETMANS LANE) AND COUNTY ROUTE 527/527A (SMITHBURG ROAD)**

WHEREAS, a fully actuated traffic signal exists at the intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road) in the Township of Manalapan; and

WHEREAS, a traffic condition exists at the intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road) which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

WHEREAS, the County Engineer has proposed a form of Agreement and has recommended that the County enter same with the Township of Manalapan and the Board of Fire Commissioners District No. 2 Manalapan Township pertaining to the installation, operation and maintenance of the said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment; and

WHEREAS, the form of Agreement has been reviewed and approved by County Counsel; and

WHEREAS, the Monmouth County Board of County Commissioners has reviewed this matter and relying substantially on the recommendation of the County Engineer, finds it appropriate to enter into the subject Agreement according to the terms of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the Director and Clerk of the Board are hereby authorized to execute the subject

Introduced on: December 9, 2021
Adopted on: December 9, 2021
Official Resolution#: 2021-0966

Agreement with the Township of Manalapan and the Board of Fire Commissioners District
No. 2 Manalapan Township on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk of the Board shall forward a
certified true copy of this Resolution to the County Engineer, County Counsel and to:

Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726
Attention: Tara L. Lovrich, Township Administrator

McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753
Attention: Roger J. McLaughlin, Esq., Township Attorney

Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726
Attention: Thomas Kirkland, Assistant Chief

**AGREEMENT BETWEEN THE COUNTY OF MONMOUTH, THE TOWNSHIP OF
MANALAPAN AND THE BOARD OF FIRE COMMISSIONERS DISTRICT NO. 2
MANALAPAN TOWNSHIP CONCERNING EMERGENCY PRE-EMPTION
AT A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROUTE 1/527
(SWEETMANS LANE) AND COUNTY ROUTE 527/527A (SMITHBURG ROAD)**

THIS AGREEMENT, made and entered into this 9th day of December, 2021 by and between the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter designated as "**COUNTY**", the Township of Manalapan, a municipal corporation of the State of New Jersey, hereinafter designated as "**TOWNSHIP**", and the Board of Fire Commissioners District No. 2 Manalapan Township, hereinafter referred to as the "**BOARD OF FIRE COMMISSIONERS**".

PREAMBLE

A fully actuated traffic signal exists at the intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road), in the Township of Manalapan; and

The **COUNTY** and the **TOWNSHIP** entered into an Electrical Agreement dated December 21, 2010 regarding maintenance of the said traffic signal; and

A traffic condition exists at the intersection of County Route 1/527 (Sweetmans Lane) and County Route 527/527A (Smithburg Road), which requires the installation and operation of emergency pre-emption equipment in order to expedite the movement of emergency vehicles through the intersection; and

The **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** have expressed a willingness to cooperate with the **COUNTY** in achieving the overall objective of safe and efficient movement of traffic on both of the said roadways and through said intersection; and

It is the purpose of this Agreement to define the responsibilities of the parties to this Agreement regarding the installation, operation and maintenance of said traffic signal and in the installation, operation and maintenance of said emergency pre-emption equipment.

IN CONSIDERATION of the mutual covenants and conditions herein contained, and for other good and valuable consideration, it is mutually agreed upon, by and between the parties as follows:

1. **COUNTY** has determined the character, type, location, and operation of the traffic control signal systems in accordance with R.S. 39:4-120.
2. **COUNTY** will install such line and pavement markings, and erect such signs on the crossing street or roadway, as it deems required to properly direct the flow of traffic into, out of, or across the County highway. The **TOWNSHIP** will maintain and replace the lane and pavement markings and signs beyond the jurisdictional line of the County along the municipal roadway. The **COUNTY** will maintain and replace the lane and pavement markings, or signs on the County highway.
3. **COUNTY** agrees to pay all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **COUNTY**.
4. **COUNTY** will periodically inspect and maintain the complete installation, including relamping thereof, with the exception of the emergency pre-emption equipment.
5. **TOWNSHIP** agrees to provide for the necessary establishment of the electric service, inspection of that installation, and payment of all future related electric current costs for this signal as well as for all existing and future signals operated and maintained by the **COUNTY** that are within the **TOWNSHIP**.
6. **TOWNSHIP** agrees to allow placement of any facility associated with the traffic control signal system installation within areas of its jurisdiction, where necessary, and further agrees to allow the **COUNTY**, with its own or contract forces, to perform maintenance on these facilities to open roadways or other areas under its jurisdiction. The **COUNTY** would give the **TOWNSHIP** notice prior to such maintenance activities taking place without the need to obtain Township permits.
7. **TOWNSHIP** agrees to maintain the roadway pavement within its jurisdiction in a condition sufficient to accept detection equipment and pavement markings associated with the traffic signal installation. On notification from the **COUNTY**, the **TOWNSHIP** will effect pavement repairs within two month's time, except during the period from November through March, when repaving operations are impractical. If the pavement is not replaced or repaired, the **COUNTY** reserves the right, upon thirty days' written notice, to perform this work at the total expense of the **TOWNSHIP**.

8. **TOWNSHIP** agrees to pay for all costs for the future relocation or removal and reinstallation of any portion of the aforesaid traffic control signal system or related detection equipment, if the relocation or removal is made necessary at the intersection by changes made, i.e., excavations, resurfacing, widening, corner radius changes, etc., by the **TOWNSHIP**.
9. **TOWNSHIP** agrees to provide, at its own expense and upon 72 hours' notice by the **COUNTY** to the Township Clerk, uniformed officers to direct traffic during installations, inspections or repairs related to the traffic control signal system. The **TOWNSHIP** further agrees to provide, at its own expense, uniformed officers to direct traffic during emergency repairs, on telephone notice to the Township Clerk. The **TOWNSHIP** agrees to make every effort to provide uniformed officers within the required time frames and agrees to pay for such services when provided. Should the response time of the uniformed officers be delayed, the Township will immediately advise the **COUNTY** of such. By acceptance of this Agreement, the **TOWNSHIP** also agrees that this Agreement shall apply to all existing and future signals, operated and maintained by the **COUNTY**, that are within the **TOWNSHIP**.
10. **BOARD OF FIRE COMMISSIONERS** agrees that any and all of the pre-emption equipment utilized at this signalized intersection shall be subject to approval by the **COUNTY** Engineer prior to installation. The **BOARD OF FIRE COMMISSIONERS** shall have the pre-emption system installed using either a NJDOT prequalified contractor with a classification 7 or certified representative of the manufacturer of the pre-emption equipment and shall assume 100% of the total cost of the installation of the emergency pre-emption equipment. The **BOARD OF FIRE COMMISSIONERS** or its authorized agents will have the responsibility to coordinate its work schedule with the approval of the **COUNTY**. No work shall commence at the intersection without the prior approval of the **COUNTY**. No connections to **COUNTY** equipment are to be made without the approval of and coordination with the **COUNTY**. After the equipment is installed, the **COUNTY** will inspect the connection into the **COUNTY**'s equipment. The equipment shall not be put into operation until its installation is approved by the **COUNTY**.
11. **BOARD OF FIRE COMMISSIONERS** agrees that, unless otherwise directed by the **COUNTY**, all emergency pre-emption equipment shall be located in a separate cabinet to be mounted on the meter cabinet, and shall be connected only to the terminal block of the signal controller. The **BOARD OF FIRE COMMISSIONERS** shall be responsible for any unauthorized interference with the operation of the County's traffic signal and for any damage to the County's traffic signal or its operation caused by installation or maintenance of the emergency pre-emption equipment.
12. After the installation of the pre-emption system is completed, the **BOARD OF FIRE COMMISSIONERS** or its authorized agent will have the responsibility to schedule an inspection with the Office of the County Engineer before the pre-emption can be activated.

13. **BOARD OF FIRE COMMISSIONERS** shall respond to all emergency calls related to the pre-emption sequence within 24 hours; perform monthly inspections; and maintain the emergency pre-emption system, at its own expense. Copies of the monthly inspection reports shall be sent to the Office of the County Engineer every month.
14. In case of malfunction of the emergency pre-emption system, the **BOARD OF FIRE COMMISSIONERS** or the **COUNTY** shall disconnect the emergency pre-emption system so that it shall not interfere with the normal operation of the traffic signal system. The party performing the disconnect shall immediately notify the other party.
15. After a determination by the **COUNTY** that traffic conditions require the mode of operation of the existing traffic signal be revised, the **BOARD OF FIRE COMMISSIONERS** shall effect any modification of the pre-emption device as may be required associated with providing the proper emergency sequence as determined by the **COUNTY**, within sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**. All costs of said modification shall be borne by the **BOARD OF FIRE COMMISSIONERS**.
16. **COUNTY** and the **TOWNSHIP** shall allow the **BOARD OF FIRE COMMISSIONERS** to enter upon areas under the **COUNTY's** and the **TOWNSHIP's** jurisdiction without the need for permits for the purposes of installing and maintaining the emergency pre-emption system. Access to the **COUNTY** controller cabinets will be under the direct supervision of the County's Division of Engineering and Traffic Safety or designee.
17. If the **BOARD OF FIRE COMMISSIONERS** fails to perform its obligations under this Agreement with regard to the pre-emption equipment, the **COUNTY** may, upon sixty (60) days written notice to the Chairman of the **BOARD OF FIRE COMMISSIONERS**, remove the emergency pre-emption system from the traffic signal. The **BOARD OF FIRE COMMISSIONERS** shall pay all costs for the removal.
18. **COUNTY** reserves the right to rescind this Agreement, on giving the **TOWNSHIP** and the **BOARD OF FIRE COMMISSIONERS** six months' written notice which shall be served upon the **TOWNSHIP** Clerk and the **BOARD OF FIRE COMMISSIONERS**.
19. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent, by facsimile and by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinafter mentioned, or such other address as either party may designate by notice given from time to time in accordance with the paragraph. Every notice shall be deemed to have been given on the date on which the envelope in which such notice is enclosed was postmarked as being mailed, as above provided, in a United States mailbox or post office, except as expressly otherwise provided.

Notice necessary and provided for in this agreement shall be mailed to:

To the Township of Manalapan:

Tara L. Lovrich, Township Administrator
Township of Manalapan
120 Route 522
Manalapan, New Jersey 07726

Copy to the Township of Manalapan Attorney:

Roger J. McLaughlin, Esq., Township Attorney
McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corporate Park
4814 Outlook Dr., Suite 112
Wall, New Jersey 07753

And to the Board of Fire Commissioners Manalapan Township:

Thomas Kirkland, Assistant Chief
Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, New Jersey 07726

And to the County of Monmouth:

Joseph M. Ettore, P.E., County Engineer
Hall of Records Annex
One East Main Street
Freehold, New Jersey 07728

Copy to County Attorney:

Michael D. Fitzgerald, Esq., County Counsel
Hall of Records Room 236
One East Main Street
Freehold, New Jersey 07728

Copy to County Administrator:

Teri O'Connor, County Administrator
Hall of Records
One East Main Street
Freehold, New Jersey 07728

20. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21. If any term, covenant, condition or provision of the Agreement, or the application thereto to any person or circumstances shall, as any time or to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of the Agreement, shall be valid and be enforced to the fullest extent of the law.
22. **TOWNSHIP** agrees to indemnify and hold harmless the **COUNTY** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
23. **TOWNSHIP** agrees to indemnify and hold harmless the **BOARD OF FIRE COMMISSIONERS** from any and all losses and claims without limitation, including attorneys' fees, growing out of the **TOWNSHIP's** failure to perform any act required under this Agreement.
24. **COUNTY** shall indemnify and hold the **TOWNSHIP** harmless against any claims arising out of the performance of any of its obligations under this contract.
25. **COUNTY** shall indemnify and hold the **BOARD OF FIRE COMMISSIONERS** harmless against any claims arising out of the performance of any of its obligations under this contract.
26. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **COUNTY**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
27. **BOARD OF FIRE COMMISSIONERS** agrees to defend, indemnify, and hold harmless, the **TOWNSHIP**, its agents, servants and employees, from and against, any and all claims, losses, damages, actions, liability and expense, of any nature whatsoever, arising out of or in any way connected with or implicating the installation, maintenance, and operation of the emergency pre-emption equipment. This duty shall include the provision of a defense at any and all stages of the claims and judicial process.
28. This Agreement sets forth the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, which shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns, and there are no promises, agreements, conditions, or understandings either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes or additions to the Agreement shall be binding upon any of the parties unless reduced to writing and signed by all parties.

29. MISCELLANEOUS AGREEMENT PROVISIONS:

- i. CAPTIONS/HEADINGS: All captions and headings are for purposes of reference only and shall not affect the interpretation or construction of any provision of this Agreement.
- ii. GENDER AND NUMBER: In all referenced herein to any party, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.
- iii. DRAFTING OF AGREEMENT: This Agreement, as a matter of convenience to all parties, was prepared by the attorney for **County**. All parties expressly agree that in the event of any ambiguity, such ambiguity shall not be resolved against **County** solely on the basis that the Agreement was prepared by **County**, its attorney, employees and agents.
- iv. CHANGES AND MODIFICATIONS OF AGREEMENT: Any and all changes and/or modifications of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
- v. SEVERABILITY: The invalidity or unenforceability of any term, phrase, clause, paragraph, section, restriction, covenant, agreement or other provision of this Agreement, or any amendment hereto, shall in no way effect the validity and enforceability of any other part hereof.
- vi. COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. This Agreement may be delivered by any Party by facsimile transmission to the other Party with the same force and effect as if originally executed versions of this Agreement were delivered. If this Agreement is executed in counterparts or delivered by facsimile transmission, any Party may require at any time thereafter that all Parties circulate sufficient additional copies of this Agreement for execution so that each Party may retain two fully executed originals of this Agreement.
- vii. COMPLETE AGREEMENT: This Agreement constitutes the entire agreement between the parties and correctly sets forth their obligations to each other as of the date hereof. No representations have been made by the parties except as set forth herein.
- viii. NO ORAL CHANGES: This Agreement may not be altered or modified orally, but only by a written agreement executed by the parties hereto.

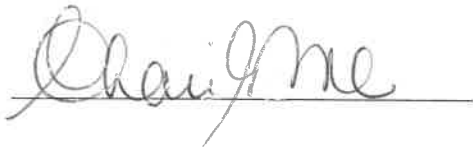
- ix. DATE OF AGREEMENT: The date of this Agreement shall be the date on which it is executed by all parties or, if not executed simultaneously, the date on which it is executed by the last of the parties, which date will be inserted at the top of the first page hereof.

- x. WAIVER: No waiver by either party or any failure of, or refusal, by, the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

IN WITNESS WHEREOF, the parties of the Agreement have caused these present to be signed by their duly authorized officers and their corporate seal to be hereunto affixed the day and year first written.

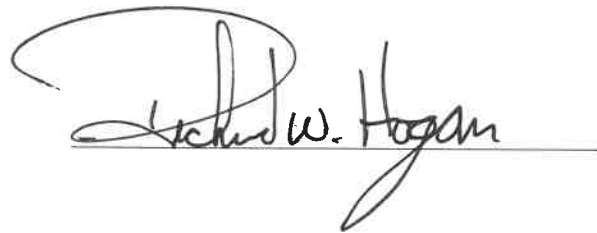
ATTEST:

TOWNSHIP OF MANALAPAN




ATTEST:

BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP




ATTEST:

COUNTY OF MONMOUTH



Marion Masnick, Clerk of the Board
Board of County Commissioners



Thomas A. Arnone, Director
Board of County Commissioners

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

SS:

BE IT REMEMBERED, that on this 9th day of December, 2021 before me the subscriber, personally appeared Marion Masnick who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Clerk of the Monmouth County Board of County Commissioners named in the within instrument, that Thomas A. Arnone is the Director of the Monmouth County Board of County Commissioners, that the execution as well as the making of this instrument has been duly authorized by a proper Resolution of the Monmouth County Board of County Commissioners; that deponent well knows the Corporate Seal of said County; and that the seal affixed to said instrument is signed and delivered by said Thomas A. Arnone, Director of the Monmouth County Board of County Commissioners as and for the voluntary act and deed of said County, in the presence of deponent, who thereon subscribed his name thereto as attesting witness.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9th DAY OF December, 20 21

Susan Comey Trembley

SUSAN COMEY TREMBLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/6/2026

2

THE BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF MONMOUTH

THOMAS A. ARNONE
DIRECTOR

SUSAN M. KILEY
DEPUTY DIRECTOR

LILLIAN G. BURRY
NICK DIROCCO
ROSS F. LICITRA



MARION MASNICK
CLERK OF THE BOARD

HALL OF RECORDS
1 EAST MAIN STREET
FREEHOLD, NEW JERSEY 07728
TELEPHONE: 732-431-7387

FAX: 732-431-6519
EMAIL: marion.masnick@co.monmouth.nj.us

Transmittal Letter

January 28, 2022

New Jersey Dept. of Transportation
Bureau of Traffic Engineering
1035 Parkway Ave.
P.O. Box 600
Trenton, NJ 08625
Attn: Andrey Terentiev

Township of Manalapan
120 Route 522
Manalapan, NJ 07726
Attn: Shari Rose, Municipal Clerk

Board of Fire Commissioners, District #2
c/o Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, NJ 07726
Attn: Timothy Kirkland, Assistant Chief

Re: Resolution authorizing execution of an agreement with the State of New Jersey, the Township of Manalapan, and the Manalapan Township Board of Fire Commissioners District #2 regarding emergency pre-emption equipment at the intersection of State Route 33 and County Route 527 (Millhurst Road) in the Township of Manalapan

Dear Ladies & Gentlemen:

Enclosed please find a copy of the above certified resolution adopted by the Monmouth County Board of County Commissioners at its Regular Public Meeting of January 27, 2022.

Sincerely Yours,

Marion Masnick
Clerk of the Board

MM: sct
Enclosure(s)

“SEPTEMBER 2d, 1609 THIS IS A VERY GOOD LAND TO FALL IN WITH AND A PLEASANT LAND TO SEE.”

Entry in the log of Henry Hudson's Ship Half Moon made after the Dutch Explorer became the first European to come ashore in what was later known as Monmouth County

Engineering

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE
NEW JERSEY DEPARTMENT OF TRANSPORTATION, THE TOWNSHIP OF
MANALAPAN, AND THE MANALAPAN TOWNSHIP BOARD OF FIRE
COMMISSIONERS DISTRICT #2 REGARDING EMERGENCY PRE-EMPTION
EQUIPMENT AT THE INTERSECTION OF NEW JERSEY STATE ROUTE 33 AND
COUNTY ROUTE 527 (MILLHURST ROAD) IN THE TOWNSHIP OF
MANALAPAN**

WHEREAS, a traffic condition exists at the intersection of New Jersey State Route 33 and County Route 527 (Millhurst Road) in the Township of Manalapan, which requires the installation and operation of emergency pre-emption equipment and sequence improvements; and

WHEREAS, it is necessary to expedite the safe movement and conduct of pedestrian and vehicular traffic; and

WHEREAS, said intersection is under the jurisdiction of the State of New Jersey; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) has indicated its willingness to modify the existing traffic signal to accept the emergency pre-emption equipment and sequence at said intersection; and

WHEREAS, the NJDOT has proposed a form of Agreement pertaining to operation and maintenance of said emergency pre-emption equipment and sequence and has requested that the County execute same; and

WHEREAS, the County Engineer has reviewed said Agreement and has recommended that the County enter into same with the NJDOT, subject to final approval from County Counsel as to form; and

WHEREAS, the Board has considered this matter and relying substantially on the recommendation of the County Engineer, is of the opinion that the County should enter into the subject Agreement with the NJDOT, the Township of Manalapan, and the Manalapan Township Board of Fire Commissioners for said improvements.

Introduced on: January 27, 2022
Adopted on: January 27, 2022
Official Resolution#: 2022-0100

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the Director and Clerk of the Board are hereby authorized to execute the subject Agreement with the NJDOT, the Township of Manalapan, and the Manalapan Township Board of Fire Commissioners Fire District #2.

BE IT FURTHER RESOLVED that the Clerk of the Board shall forward a certified true copy of this Resolution to the County Engineer, County Counsel and to:

New Jersey Department of Transportation
Bureau of Traffic Engineering
1035 Parkway Avenue
PO Box 600
Trenton NJ 08625
Attention: Andrey Terentiev

Township of Manalapan
120 Route 522
Manalapan, NJ 07726
Attention: Shari Rose, Municipal Clerk

Board of Fire Commissioners, District #2
c/o Manalapan Township Fire Company #1
5 Sweetmans Lane
Manalapan, NJ 07726
Attention: Timothy Kirkland, Assistant Chief

Monmouth County Board of County Commissioners

Meeting Venue:

Date: Jan 27, 2022 - 2:00 PM

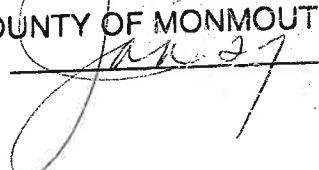
Location: Hall of Records
 Commissioner's Meeting Room
 1 East Main Street
 Freehold,, NJ 07728

Agenda: Resolution authorizing execution of an agreement with the New Jersey Department of Transportation, the Township of Manalapan, and the Manalapan Township Board of Fire Commissioners District #2 regarding emergency pre-emption equipment at the intersection of New Jersey State Route 33 and County Route 527 (Millhurst Road) in the Township of Manalapan

Official Document #	Res# 2022-0100						
Meeting Date	01/27/2022						
Introduced Date	01/27/2022						
Adopted Date	01/27/2022						
Agenda Item	35						
COUNTY COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Licitra	<			<	<		
DiRocco	<				<		
Burry	<		<		<		
Kiley	<				<		
Arnone	<				<		

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

Jan 27, 20 *22*

 CLERK

Manalapan Preemption for Emergency Vehicles

Contractor Name: Signal Control Products, Inc. 199 Evans Way, Branchburg NJ 08876-4600 / (908) 231-1133 / www.signalcontrol.com / Jim Pinelli / jim@signalcontrol.com

1) Vehicle ID's are listed below

Vehicle Name (for reference only, not broadcast)	Agency ID	Vehicle Class	Vehicle ID	Plate #	Serial # of vehicle control unit	Disable Operating Mode (Latching or Non-Latching)	Disable Triggering Mode (AG or ADC)	Date of install	Unit activates	Unit disables	Unit location
2009 Pierce Quantum - Engine	1	1	278	MTFC78	2100MV3129	NL	AG	4/22/2021	overhead warning lights	air brake	behind driver seat
2017 Pierce Quantum - Engine	1	1	282	20198MG	2100ND3005	NL	AG	4/22/2021	overhead warning lights	air brake	behind driver seat
1996 Simon - Duplex - Ladder	1	1	290	MTFC90	2100	OUT FOR EXTENDED REPAIR - INSTALL TO BE COMPLETED ONCE IT RETURNS - UNIT LEFT IN CUSTOMER POSSESSION					
2001 Peterbuilt / S&S - Tanker	1	1	296	MTFC96	2100NV3035	NL	ADC	4/22/2021	overhead warning lights	shift to neutral	behind passenger seat
2004 Ford F550 Super Duty - Brush	1	2	293	MTFC93	2100MV3005	L	AG	4/22/2021	overhead light bar	open driver door	behind passenger seat
2015 Ford Explorer - Chief	1	2	266	MTFC66	2100ND3071	L	AG	4/22/2021	position 3 of slide bar	open driver door	behind rear seat
2016 Ford Explorer - Chief	1	2	267	MTFC67	2100MV3042	L	AG	4/22/2021	position 3 of slide bar	open driver door	behind rear seat

Notes: Disable Operating Mode can be set to latching if connecting to a door switch or non-latching if connecting to a brake switch ("L" = latching mode; "NL" = non-latching mode)
 Disable Triggering Mode can be set to apply ground if the wire is grounded ("AG") when the disable switch is activated or apply 12 volts DC ("ADC") if the wire will have voltage applied when the disable switch is activated