

**Board of Fire Commissioners  
Fire Dist. #4  
Seaville, NJ**

**September 20, 2016**

**Called to Order:** 7:30pm

**In Attendance:** D Mason Sr, C Webb, D Mason Jr, R Hiddemen

**Read Minutes:** Approved Webb/Mason Sr

**Read Treasurers:** Approved Mason Jr/Mason Sr

**Old Business:** NJ American Water started billing us for new hydrants. Will send Osprey Cove bill

**New Business:** 1<sup>st</sup> reading of the 2017 Budget  
Increase Line #15 \$3,250.00 which comes from income from  
Osprey Cove hydrants  
Motion Mason Sr/Mason Jr

Hiddemen	Yes
Webb	Yes
Mason Sr	Yes
Mason Jr	Yes
Hohman	Absent

Approved 1<sup>st</sup> Reading

**Open to Public:** N/A

**Adj.** 8:07pm Mason Jr/Mason Sr

Aug. 17, 2016

Sep. 19, 2016

Treasure Report  
Board of Fire Commissioners  
Fire District # 4  
Seaville Fire Rescue Co., Inc.

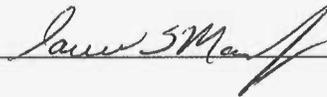
Previous Bank Balance	\$ 42,194.05
Deposit in Account	\$ 266,125.00
Bills Paid This Month	\$ (178,947.11)
Interest Earned this Month	\$ 2.09
Bank Charges This Month (Excess Checks)	\$ 0
Balance in Cape Bank	\$ 129,374.03
Total Interest: Year to Date	\$ 24.81

In compliance with the requirements of New Jersey Statutes 40A: 12-89, the signatures below, Of the three members of the Board of Fire Commissioners of Upper Township Fire District # 4, being a majority of said board, constitute your warrant to disburse the money of said district in payment of the bills listed on Account Quick Report Attached.

Signed by: # 1



# 2



# 3



AGREEMENT

THIS AGREEMENT, made this 21<sup>st</sup> day of June, 2016 by and between

**Upper Township Board of Fire Commissioners, District #4, c/o Seaville Fire House,  
36 Route 50, Seaville, New Jersey 08246 ("Board"),**

and

**Osprey Cove, LLC, as agent for 2058 South Shore Road, LLC, PO Box 508, Ocean  
City, New Jersey 08226 ("Osprey Cove").**

WITNESSETH

**WHEREAS**, New Jersey American Water Company has agreed to install and maintain five (5) fire hydrants in Osprey Cove, an age-restricted, private residential leasehold community comprised of manufactured homes, located at Block 561, Lot 25, Upper Township, Cape May County, New Jersey, with a street address of 2058 South Shore Road, Seaville, New Jersey 08246; and

**WHEREAS**, the Board has passed a resolution accepting said fire hydrants as public fire hydrants; and

**WHEREAS**, Osprey Cove has verbally agreed to pay the Board the sum of \$3,250.00 (Three Thousand Two Hundred and Fifty Dollars) for maintaining said public fire hydrants; and

**WHEREAS**, Osprey Cove and the Board desire to enter into this Agreement to memorialize their verbal understanding with regard to said public fire hydrants;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Board and Osprey Cove agree as follows:

1. **RECITALS.** The prefatory statements contained within the foregoing recitals are incorporated as if fully set forth herein.
2. **RESPONSIBILITIES OF THE PARTIES.** Osprey Cove shall pay the Board an annual fee of Three Thousand Two Hundred and Fifty Dollars (\$3,250.00) for the service and maintenance of the five public fire hydrants located within the Osprey Cove development. Payment shall be due on February 1<sup>st</sup> of each year commencing on February 1, 2017.
3. **TERM.** This Agreement shall remain in effect for a term of five years, commencing June 1, 2016, and terminating June 1, 2021 (the "Term"). The Agreement shall automatically renew for a like term on the above termination date, and each successive termination date thereafter, unless the Agreement is cancelled by no less than 90 days' written notice by either party as specified herein.
4. **TERMINATION.** In the event the Agreement is terminated pursuant to paragraph #3, Osprey Point, LLC will immediately notify the Water Department and accept responsibility

for the maintenance of these fire hydrants and all costs associated therewith.

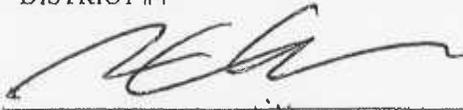
5. **NOTICE.** Any notices required with respect to this Agreement shall be made in writing and sent via certified mail, return receipt requested, to the parties' respective addresses as they first appear in this Agreement.
6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the transaction contemplated herein, superseding all prior understandings or agreements between the parties.
7. **WAIVER/MODIFICATION.** Failure by Osprey Cove or the Board to insist upon or enforce any of their rights hereunder shall not constitute a waiver thereof, and nothing shall constitute a waiver of either party's right to insist upon strict compliance with the provisions hereof. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.
8. **JURISDICTION.** In any action or proceeding brought hereunder or in respect hereof, the parties consent to the personal judicial jurisdiction of the Superior Court of New Jersey, Cape May County.
9. **APPLICABLE LAW.** This Agreement shall be governed by and construed under the substantive laws of the State of New Jersey, excluding choice of law rules thereof.
10. **NO RECORDING.** The Parties agree that neither this Agreement, nor any memorandum or short form hereof, shall be recorded or filed in any public records of any jurisdiction by either party, and any attempt to do so may be treated by the other party as a breach of this Agreement.
11. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, then and in such event the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable thereto to the fullest extent permitted by law.
12. **NO ASSIGNMENT.** Neither party may sell, transfer, assign, or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

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

ATTEST:

  
\_\_\_\_\_  
(Witness)  
Joseph McGowan

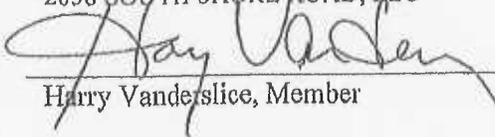
UPPER TOWNSHIP  
BOARD OF FIRE COMMISSIONERS  
DISTRICT #4

By:   
\_\_\_\_\_  
Name: Robert Hiddeman  
Title: Chairman

ATTEST:

  
(Witness)

OSPREY COVE, LLC, as Agent for  
2058 SOUTH SHORE ROAD, LLC

By:   
Harry Vanderslice, Member