

**Evesham Township Fire District Number 1
County of Burlington
State of New Jersey**

Resolution Number 2025 - 37

**A RESOLUTION AUTHORIZING ENTRY INTO A SHARED SERVICES
AGREEMENT WITH THE EVESHAM MUNICIPAL UTILITIES
AUTHORITY TO UTILIZE GASOLINE FUELING STATION**

WHEREAS, the Board of Fire Commissioners of the Evesham Township Fire District No. 1 (District) was organized and created to provide firefighting and emergencies services to those living and traveling through Evesham Township; and

WHEREAS, the Evesham Municipal Utilities Authority (Authority) operates a gasoline fueling station located at the Elmwood Wastewater Treatment Facility; and;

WHEREAS, the District needs a gasoline fueling station, while our station is not operating; and

WHEREAS, the District and the Authority are desirous of implementing operational and administrative efficiencies and other benefits which may be derived from the sharing of services and the continued cooperation and coordination between the District and the Authority; and

WHEREAS, the District and the Authority believes in the sharing of services and programs with other government entities is in their mutual best interest to enter into a Shared Service Agreement.

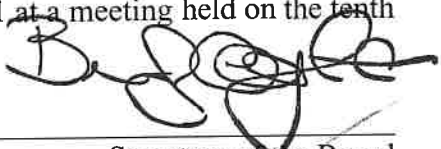
NOW, THEREFORE BE IT RESOLVED by the Board of Fire Commissioners of the Evesham Township Fire District No. 1 in the Township of Evesham, County of Burlington as follows:

1. That the Business Administrator be authorized to enter into a Shared Services Agreement by and between the Board of Fire Commissioners of Evesham Township Fire District No. 1 and the Evesham Municipal Utilities Authority, which is attached hereto and made part hereof, be and is hereby approved and authorized.



Benjamin Guerrini, President

This is to certify that the foregoing Resolution was duly adopted by the Board of Fire Commissioners of the Evesham Township Fire District Number 1, at a meeting held on the tenth day of June 2025.


Secretary of the Board

Roll Call of Vote

Commissioner	Moved	Seconded	Ayes	Nays	Abstained	Absent
Albright		✓	✓			
Baugh			✓			
Guerrini			✓			
McIntyre			✓			
Powers	✓		✓			

**SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY
AND
THE EVESHAM FIRE DISTRICT NO. 1**

This Shared Services Agreement is entered into as of the 1st day of June 2025 by and between The Evesham Municipal Utilities Authority, a public body corporate and politic of the State of New Jersey responsible for the governance and operation of the water supply, storage and distribution system as well as the waste water collection and treatment systems for the Township of Evesham, with its principal office located at 100 Sharp Road, Evesham, New Jersey 08053 (hereinafter the "Authority") and the Evesham Township Fire District No. 1 and the Evesham Board of Fire Commissioners, with the mailing address P.O. Box 276, Marlton, New Jersey 08053 (hereinafter the "Fire District"), (hereinafter collectively "the parties").

WITNESSETH

WHEREAS, the parties have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Evesham Township, to arrange for the joint provision within their respective jurisdictions of certain services in order to avoid duplication of effort and expenses; and

WHEREAS, the parties are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the parties are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement (the "Shared Services") shall be for the utilization of a 4,000 gallon above-ground gasoline fueling station having at least two (2) fuel dispensing stations for regular-grade (87-octane) gasoline ("Fueling Station"), which is located at the Authority's Elmwood Wastewater Treatment Facility. This site enables the parties to have continuous 24-hour access to the Fueling Station on a year-round basis.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the Authority shall be considered the party performing the Shared Services and the Fire District shall be considered the party on whose behalf the Shared Services are being performed.

2.02 The Authority procures gasoline from the County of Burlington, utilizing the County's contracted pricing.

2.03 The Authority shall operate the Fueling Station in a manner that provides the Fire District with continuous 24-hour access on a year-round basis.

2.04. The Authority shall be responsible for the maintenance and repair of the Fueling Station. The Authority agrees to consult with the Fire District No.1 on matters involving the necessity and costs of any non-routine items of maintenance or repair.

2.05 The Fire District shall pay its share of utilization and costs involving the necessity of non-routine items of maintenance or repair of the Fueling Station in the amounts and manner provided herein. Failure to pay any charges when due shall be grounds for the Authority to suspend the Fire District's access to the Fueling Station.

3. DURATION OF AGREEMENT.

3.01. The term of this Agreement shall be for One (1) year, commencing June 1, 2025 and ending May 31, 2026.

3.02. This Agreement shall be automatically renewed for one term of one (1) year in the event that notice of termination of this Agreement is not provided at least four (4) months prior to the end of the original term.

4. PROCEDURE FOR PAYMENTS

4.01 The Fire District shall reimburse the Authority based on the quantity of gasoline used by the Fire District. The Fueling Station shall be equipped with a system that monitors the use of each party. The Authority shall provide the Fire District with a monthly statement that shows the usage of the Fire District during the billing period. The rate to be charged to the Fire District per gallon shall be the latest per gallon charge to the Authority from the County of Burlington or other gasoline provider. The Fire District shall pay each bill within thirty (30) days of receipt.

4.02 In accordance with N.J.S.A. 40A:65-7.g., in the event of any dispute as to the amount to be paid, the full amount requested by the Authority shall be paid; but if through subsequent negotiation or arbitration, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Authority shall forthwith repay the excess.

5. AGENCY

5.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the Authority shall be considered the general agent of the Fire District. The Authority has full powers of performance and maintenance of the Shared Services, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Fire District on whose behalf the Authority acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement

6. ALTERNATE DISPUTE RESOLUTION

6.01 In the event of any dispute arising under this Shared Services Agreement, the parties agree to submit to binding arbitration under the auspices of the American Arbitration Association, or such arbitration agency or arbitrator as the parties may otherwise agree in writing.

7. MODIFICATIONS

7.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Shared Services Agreement as of the day and year first written above.

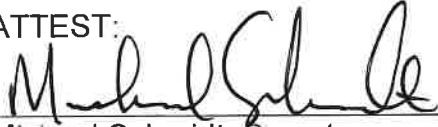
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

By:



Edward T. Waters, Chairman

ATTEST:



Michael Schmidt, Secretary

EVESHAM TWP FIRE DISTRICT NO. 1

By:



ATTEST:

