

**THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER**

Resolution 2018-31

Authorizing Sale of Surplus Property (Ford Truck)

WHEREAS, the Fire District is the owner of certain surplus property – a 1989 Ford Truck RD, VIN# 2FDKF37H2KCB36027 (the “Ford Vehicle”) – which is no longer needed for public use; and

WHEREAS, the estimated fair value of the Ford Vehicle is less than 15 percent of the bid threshold and therefore, the Fire District, by resolution of its governing body, is permitted to sell the Ford Vehicle at private sale pursuant to N.J.S.A. § 40A:11-36; and

WHEREAS, the Fire District solicited informal bids for the purchase of the Ford Vehicle via advertisements made at each of the Fire District’s member stations;

WHEREAS, based upon the bids received, the highest valid bidder was Michael Craft, who made a bid for the “as is” purchase of the Ford Vehicle for a price of Five Hundred Dollars and Zero Cents (\$500.00); and

WHEREAS, the Commissioners have determined that it is in the best interests of the Fire District to sell the Ford Vehicle at that price.

NOW THEREFORE, be it RESOLVED, by the Commissioners of Fire District No. 1 in the Township of Deptford, County of Gloucester, at a duly-authorized and noticed public meeting of the Commissioners held on June 6, 2018, as follows:

- (1) The Ford Vehicle will be sold for \$500.00 to the bidder identified above.
- (2) The transfer of such surplus property shall be in an “as is” condition, and without any express, implied or other representations and warranties, and subject to the express condition

that such Buyer assumes and accepts all liabilities for any claims, damages, lawsuits or injuries resulting from the use of such surplus property at any time after the effective date of such transfer. As a condition of such transfer, such bidder agrees to execute the form of Agreement attached hereto as Exhibit A.

(3) The bidder receiving such equipment shall be responsible for the obtaining and maintenance of all necessary insurance for such surplus property, beginning on the effective date of such transfer.

(4) Chairman, Michael White, or his designee, shall be authorized to execute any and all documents necessary for such transfer of public property, including title documents.

	YES	NO	ABSTAIN
_____ MICHAEL WHITE, CHAIRMAN	_____	_____	_____
_____ RAYMOND MACKAY JR, TREASURER	_____	_____	_____
_____ JOSEPH NILSEN, SECRETARY	_____	_____	_____
_____ GEORGE FRANK, COMMISSIONER	_____	_____	_____
_____ ROBERT SHEAIRS, COMMISSIONER	_____	_____	_____

EXHIBIT A

WAIVER & HOLD HARMLESS AGREEMENT OF ALL CLAIMS FOR ANY DAMAGES RELATING IN ANY WAY TO THE USE OF VEHICLES SOLD BY THE DEPTFORD BOARD OF FIRE COMMISSIONERS.

WHEREAS, the Deptford Board of Fire Commissioners (“Board”) and Michael Craft (“Buyer”) desire to enter into an agreement for the purchase by the Buyer from the Board on behalf of Deptford Fire District No. 1, in the amount of Five Hundred Dollars and Zero Cents (\$500.00), a 1989 Ford Truck RD, VIN# 2FDKF37H2KCB36027 (the “Ford Vehicle”).

WHEREAS, the Buyer desires to purchase said vehicle for use other than active service from the Board, in exchange for a hold harmless agreement.

IT IS THEREFORE AGREED as follows:

(1) The Board agrees to sell, and the Buyer agrees to purchase, the Ford Vehicle for Five Hundred Dollars and Zero Cents (\$500.00).

(2) The Buyer acknowledges that it is accepting this vehicle “as is” and is hereby agreeing to waive any and all warranties, representations, and other promises regarding the condition of and quality of said vehicle.

(3) The Buyer agrees to defend, indemnify and hold harmless the Board for any and all claims, lawsuits, injuries or damages which may result from the use of said vehicle, and agrees to defend and indemnify the Board from any and all such claims. Further, this duty to defend and indemnify shall not be extinguished by any immunity including but not limited to the Worker’s Compensation immunity which the Buyer hereby waives for the purpose of this agreement.

(4) The Buyer hereby acknowledges that, from the date of this agreement, it will be responsible for all maintenance, insurance, registration, taxes, fees and all other costs associated with said vehicle.

(5) This agreement shall become effective on the date of signing and shall not be modified or changed in any way unless in a writing fully executed by both parties, acting with the full authority and consent of the respective organizations their signatories hereto.

Each signatory below expressly authorizes that they have the express authority to sign this agreement on behalf himself and/or their respective organizations.

DATE: _____

PRINT NAME/Authorized representative: _____

DATE: _____

Authorized representative of the Deptford Board of Fire Commissioners

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