

**RESOLUTION 2019-17
MOUNT HOLLY FIRE DISTRICT No. 1**

**RESOLUTION AUTHORIZING SERVICE CONTRACT FOR LAWN
MAINTENANCE SERVICES**

WHEREAS, in order for the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey to fulfill its mandated charge of fire prevention, protection and suppression within the Township, it finds the maintenance of facilities owned and leased by it is a necessary incidental and implied duty; and,

WHEREAS, the Board is charged with conforming to the property maintenance provisions of the Code of the Township of Mount Holly; and,

WHEREAS, the Board has found, in the past, it is necessary to retain lawn maintenance services for this purpose; and,

WHEREAS, the Board finds and determines in anticipation of the growing season occurring in April, 2019 through November, 2019 that it will require such similar services; and,

WHEREAS, the Treasurer and Director of Fire Services has determined that past practice and anticipated needs for this service will not exceed the quotation threshold as set forth by the NJ Division of Local Government Services; and,

WHEREAS, the Director of Fire Service has received a formal proposal for this service as set forth in Appendix A;

NOW THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington and State of New Jersey that it enter into a contract with Father Nature Landscaping, 1051 Oxmead Road, Mount Holly, New Jersey 08060 for lawn maintenance services pursuant to the terms and conditions set forth in a proposed contract attached hereto as Appendix A;

BE IT FURTHER RESOLVED, that the Director of Fire Services execute said contract for and on behalf of the Board and the Secretary attest thereto; and

BE IT FURTHER RESOLVED, that the within Resolution shall be effective immediately upon passage; and

BE IT FURTHER RESOLVED, that any resolution or part of a resolution inconsistent herewith are hereby repealed or otherwise revoked; and

BE IT FURTHER RESOLVED, that if any section, paragraph, sentence, clause or phrase in the Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

BE IT FURTHER RESOLVED, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of the Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local, state and federal laws and rules and regulations promulgated thereunder; and

BE IT FURTHER RESOLVED, that an original signed, conformed and compared copy of this Resolution be accessible and maintained by the Board of Fire Commissioners of Fire District No.1 as an official Board record pursuant to and in accordance with the "Open Public Records Act", N.J.S.A. 47:1A-1 et seq. and the "Destruction of Public Records Law (1953)"; N.J.S.A. 47:3-8.1, *et seq.* as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

Board of Commissioners Recorded Vote


Member	Motion	Second	Aye	Nay	Abstain	Absent
Donald Pike			✓			
Richard McIlwee						✓
Joshua Brown			✓			
Stefanie Haines		✓	✓			
Jason Fajgier	✓		✓			

CERTIFICATION

I, **STEFANIE HAINES**, do hereby certify that the foregoing is a true and compared copy of an original Resolution now on file and of record in the District office, which was duly adopted at a public meeting held on the 3rd day of April, 2019.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly on this 3rd day of April, 2019.



 STEFANIE HAINES, CLERK
 Board of Fire Commissioners
 Fire District No.1
 Township of Mount Holly

Father Nature LANDSCAPING

P.O. BOX C | MOUNT HOLLY, NJ | 08060
 PHONE: 609-267-2385 | FAX: 609-267-2971
 OFFICE@FATHERNATURENJ.COM

Proposal submitted to:

NAME: MOUNT HOLLY FIRE DISTRICT
STREET: 17 PINE STREET
CITY: MOUNT HOLLY
STATE: NJ 08060
PHONE: 609-820-8849
FAX: 609-518-0204
ATTN: RYAN DONNELLY

Work to be performed upon approval from 04/07/19 to 11/30/19 at 17 Pine Street.

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

1 MOWING & EDGING

A. WEEKLY/AS NEEDED	UNIT PER CUT	PRICE \$60.00
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2 FERTILIZER, PRE-EMERGENT CRABGRASS INHIBITOR, BROADLEAF HERBACIDE & INSECTICIDE

1ST APPLICATION:	FERTILIZER & CRABGRASS INHIBITOR	\$ 65.00
2ND APPLICATION:	BROADLEAF HERBACIDE	\$ 65.00
3RD APPLICATION:	FERTILIZER & CRABGRASS INHIBITOR	\$ 65.00
4TH APPLICATION:	INSECTICIDE	\$ 100.00
5TH APPLICATION:	BROADLEAF HERBACIDE	\$ 65.00
6TH APPLICATION:	FERTILIZER	\$ 65.00
		\$ 425.00

3 WEED CONTROL FOR BEDS, CURBS, STONES & WALKS: PRE & POST HERBICIDE

A. 5 APPLICATIONS PER SEASON	UNIT PER APP	PRICE \$175.00
		\$ 875.00

4 SPRING CLEAN UP

\$ 500.00

5 FALL CLEAN UP

\$ 450.00

6.625% NEW JERSEY SALES TAX WILL BE APPLIED WHERE APPLICABLE

All insurance on the above work is provided by Father Nature Landscaping, Inc.
 Additional work other than the above will be billed at \$45.00 per hour for laborers.

All plant materials, provided by Father Nature Landscaping, are covered by a six month limited replacement warranty against disease or insect infestation occurring prior to planting, provided that we are notified of any change or unhealthy characteristics of the subject plant.

Notification of a dead plant with no prior communication will void warranty. In no way do we assume responsibility for negligence after installation.

RESPECTFULLY SUBMITTED:  DATE: 2/21/19

TERMS: A SERVICE CHARGE OF 1 1/2% PER MONTH OR 18% PER YEAR WILL BE CHARGED ON ALL ACCOUNT BALANCES NOT PAID WITHIN THIRTY DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. FATHER NATURE LANDSCAPING IS AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE:  DATE: 4/3/19

In the event that any dispute shall arise with regard to interpretation or performance of any part of this Agreement, the prevailing party will be entitled to reimbursement of reasonable attorney's fees.

Any changes or additions to this contract must be agreed to and signed by both parties prior to the start of work.

Either party may terminate this Agreement without cause by sending prior written notice of sixty (60) days to the other party.

This contract is subject to labor conditions, availability of materials, weather conditions, and any unforeseen problems inhibiting the contractor from fulfilling his or its obligations under this contract.

By signing the above, you are entering into a contract and are responsible for payment for services rendered.

INITIAL HERE _____

Father Nature LANDSCAPING

P.O. BOX C | MOUNT HOLLY, NJ | 08060
 PHONE: 609-267-2385 | FAX: 609-267-2971
 OFFICE@FATHERNATURENJ.COM

Proposal submitted to:

NAME: MOUNT HOLLY FIRE DISTRICT
STREET: 17 PINE STREET
CITY: MOUNT HOLLY
STATE: NJ 08060
PHONE: 609-820-8849
FAX: 609-518-0204
ATTN: RYAN DONNELLY

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Work to be performed upon approval from 04/07/19 to 11/30/19 at 100 Garden Street.

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

1 MOWING & EDGING

A. WEEKLY/AS NEEDED	UNIT PER CUT	PRICE \$50.00
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2 FERTILIZER, PRE-EMERGENT CRABGRASS INHIBITOR, BROADLEAF HERBACIDE & INSECTICIDE

1ST APPLICATION:	FERTILIZER & CRABGRASS INHIBITOR	\$ 65.00
2ND APPLICATION:	BROADLEAF HERBACIDE	\$ 65.00
3RD APPLICATION:	FERTILIZER & CRABGRASS INHIBITOR	\$ 65.00
4TH APPLICATION:	INSECTICIDE	\$ 85.00
5TH APPLICATION:	BROADLEAF HERBACIDE	\$ 65.00
6TH APPLICATION:	FERTILIZER	\$ 65.00
		\$ 410.00

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3 WEED CONTROL FOR BEDS, CURBS, STONES & WALKS: PRE & POST HERBICIDE

A. 5 APPLICATIONS PER SEASON	UNIT PER APP	PRICE \$80.00	\$ 400.00
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4 SPRING CLEAN UP

\$ 400.00

5 FALL CLEAN UP

\$ 260.00

6. OPTIONAL

A. Add topsoil and seed lawn area	\$	450.00
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6.625% NEW JERSEY SALES TAX WILL BE APPLIED WHERE APPLICABLE

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All plant materials, provided by Father Nature Landscaping, are covered by a six month limited replacement warranty against disease or insect infestation occurring prior to planting, provided that we are notified of any change or unhealthy characteristics of the subject plant. Notification of a dead plant with no prior communication will void warranty. In no way do we assume responsibility for negligence after installation.

RESPECTFULLY SUBMITTED:  DATE: 2/16/19

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