

MOUNT LAUREL FIRE DEPARTMENT

Est. 1953

69 Elbo Lane
Mount Laurel, NJ 08054-9630

Tel: (856) 234-6053

Fax: (856) 234-3756

AGENDA

SPECIAL MEETING / WORK SESSION

Wednesday, May 6, 2015 @ 8:00 PM
Headquarters Station Meeting Room

REMINDER:

THE BOARD REQUESTS THAT ALL CELL PHONES EITHER BE SET TO VIBRATE OR BE TURNED OFF TO PREVENT UNNECESSARY INTERRUPTION OF TONIGHT'S MEETING. THE BOARD THANKS YOU FOR YOUR COOPERATION IN ADVANCE.

1. Call to Order
2. Pledge of Allegiance / Moment of Silence
3. Roll Call - Commissioners Cornue, Hamilton, Ridenour, Roura and Shestack
4. Public Announcements - Clerk
5. Adoption of Resolutions;
Resolution #2015-23 "Award of a Contract for Building Envelope Renovations to
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX for \$X,XXX,XXX"
Resolution #2015-24 "Resolution Authorizing Participation of Mount Laurel Fire
District #1 to Enter into a Shared Services Agreement with
Hainesport Township"
6. Approval of Meeting Minutes;
Regular Meeting of April 20, 2015
7. Other Matters (if any)
8. Comments by Fire Commissioners
9. Public Participation

10. Resolution #2015-25 "Closing of Meeting Pursuant to Open Public Meetings Act"
11. Closed Session:
 - a. Legal Matters;
 1. Any other legal matter that may come before the Board
 - b. Personnel Matters;
 1. Employee Disciplinary Action / Injury Update - Chief Colucci
 2. Outstanding Grievance Status - Chief Colucci
 3. Any other personnel matter that may come before the Board
12. Adjournment of Closed Session
13. Return to Open Session
14. Adjournment of Special Meeting

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RESOLUTION 2005-23

AWARD OF A CONTRACT FOR PHASE I BUILDING ENVELOPE RENOVATIONS TO XXXXXXXXXXXXXXXXXXXXXXXXXXXX FOR \$X,XXX,XXX

WHEREAS, funding for Building Envelope Renovations at all Fire District facilities was approved by the voters of Mount Laurel Township through a Bond Issue Special Election held on July 10, 2014; and,

WHEREAS, the specifications and plans for this project were advertised as a "Notice & Advertisement for Bid - Building Envelope Renovations" on April 22, 2015 in the Burlington County Times with a bid opening date of May 5, 2015; and,

WHEREAS, in accordance with N.J.S.A. 40A:11-4, separate bids for this project were received on May 5, 2015; and,

WHEREAS, XXXXXXX (XX) bids were received for this project; and,

WHEREAS, XX was the lowest responsible bidder for this project with a bid of \$X,XXX,XXX.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Fire District #1, Township of Mount Laurel, Burlington County, New Jersey that, in accordance with N.J.S.A. 40A:11-6.1, the lowest responsible bidder, XX is awarded a contract for \$X,XXX,XXX for Building Envelope Renovations at all Fire District facilities.

CERTIFICATION

I, Richard Hamilton, Clerk of the Mount Laurel Board of Fire Commissioners, Fire District #1, Mount Laurel, New Jersey, do hereby certify that this is a true copy of a Resolution adopted by the Board of Fire Commissioners at a special meeting held on May 6, 2015.

Richard Hamilton, Clerk

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RESOLUTION 2015-24

*RESOLUTION AUTHORIZING PARTICIPATION OF
MOUNT LAUREL FIRE DISTRICT #1 TO
ENTER INTO A SHARED SERVICE AGREEMENT WITH
HAINESPORT TOWNSHIP*

WHEREAS, the State of New Jersey has defined the procedures for the execution of any agreement which shall be governed by the Shared Services Act, N J.S A. 40A:65-1 et seq., and the Local Public Contracts Law, N J.S A.40A:11-1 et seq., and

WHEREAS, it is believed that jointly sharing services provided by various governmental entities will be cost effective and efficient; and

WHEREAS, there is a need to facilitate Shared Services, and

WHEREAS, a Shared Service Agreement between the Mount Laurel Fire District #1 and the Hainesport Fire Company will provide for the repair of the Hainesport Fire Company fire apparatus and which will be more economical and efficient resulting in savings; and

WHEREAS, the Mount Laurel Fire District #1 is prepared to accept the responsibility for the repair of the Hainesport Fire Company fire apparatus as agreed upon pursuant to the terms and conditions hereafter set forth in written Agreement;

NOW, THEREFORE, BE IT RESOLVED, Robert Shestack, Chairman of the Board of Fire Commissioners, Mount Laurel Fire District #1 is hereby authorized to enter into a Shared Services Agreement with Hainesport Township which is hereby attached as Attachment "A".

| Member | Aye | Nay | Abstain | Absent |
|------------------|-----|-----|---------|--------|
| Robert Shestack | | | | |
| Phil Roura | | | | |
| Richard Hamilton | | | | |
| David Ridenour | | | | |
| John Cornue | | | | |

CERTIFICATION

I, Richard Hamilton, Clerk of the Mount Laurel Board of Fire Commissioners, Fire District #1, Mount Laurel, New Jersey, do hereby certify that this is a true copy of a Resolution adopted by the Board of Fire Commissioners at a special meeting held on May 6, 2015.

Richard Hamilton, Clerk

Shared Service Agreement Between
Mount Laurel Fire District #1
And Hainesport Township

This agreement is made this 6th day of May, 2015 by and between Mount Laurel Fire District #1, 69 Elbo Lane, Mount Laurel, NJ 08054 (hereinafter referred to as the “District”) and the Hainesport Volunteer Fire Company #1, 106 Broad Street P. O. Box 245, Hainesport, NJ 08036 (hereinafter referred to as the “Hainesport Fire Company”).

WHEREAS, this Shared Service Agreement between the District and the Hainesport Fire Company provides for the repair of the Hainesport Fire Company fire apparatus and achieves economies and efficiencies; and

WHEREAS, the District is prepared to accept the responsibility for the repair of the Hainesport Fire Company fire apparatus as agreed upon pursuant to the terms and conditions hereafter set forth; and

WHEREAS, the State of New Jersey has defined the procedures for the execution of any agreement, and the Agreement between the District and the Hainesport Fire Company shall be governed by the Shared Services Act, *N.J.S.A. 40A:65-1 et seq* and the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq*.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Service Provided by the District.** During the term of this Agreement, the District will provide to the Hainesport Fire Company services relative to the repair of fire apparatus pursuant to the terms and conditions of this Agreement. The District will not provide major repair work. Attached is Schedule “A” which sets forth the nature of the repair work that can be provided by the District.
2. **Scheduling and Execution of Service.** All services will be scheduled by the District in coordination with the Hainesport Fire Company. The Hainesport Fire Company recognizes that the District has finite personnel and resources to provide the agreed upon services and the District is entitled to make its own judgments about the amount of personnel, equipment and other resources it determines to have available and utilize in the future and the District retains the right to decline work requested by the Hainesport Fire Company. The District shall have full discretion to determine the level of services provided to the Hainesport Fire Company, including, but not limited to, such matters as personnel, parts and others resources used, and the priority, frequency and level of service. Due to storage limitations the District will limit the amount of Hainesport Fire Company fire apparatus at the District’s motor maintenance shop to one (1). The District makes no representation that it will provide a given service within a given time frame, but

will in all cases (and consistent with the foregoing) make its best effort to provide all services in a timely manner.

3. **Transportation Responsibilities.** All repairs are to be performed at the District's motor maintenance shop located at 69 Elbo Lane, Mount Laurel, NJ 08054 and the Hainesport Fire Company agrees to be solely responsible for the transportation or delivery of fire apparatus to this facility for the repairs that will be performed. The District will not in any way schedule, call or maintain any records for towing, transportation or delivery of the fire apparatus. In addition, it is the responsibility of the Hainesport Fire Company to pick-up the fire apparatus after repair.
4. **Liaison & Reporting.** The Hainesport Fire Company agrees to appoint an official liaison and designated alternate to maintain contact with the District and to provide input concerning fire apparatus repair needs of the Hainesport Fire Company as determined by the Hainesport Fire Company. The District will prepare and submit to the Hainesport Fire Company monthly reports and monthly billing for all services provided.
5. **Term and Renewal.** This agreement shall be effective **June 1, 2015** through **December 31, 2016** unless terminated by either party for any reason, in writing upon thirty (30) day notice by either party.
6. **Price – Manner of Payment.** The District shall charge the Hainesport Fire Company an hourly service rate of \$75 per hour (which includes labor and administrative fees). The District will charge the Hainesport Fire Company for the cost of all parts and supplies used at the actual District purchase price. The District will obtain all necessary parts and supplies from its vendors. Payment for services provided to the Hainesport Fire Company shall be made monthly to the District within thirty (30) days from the date the invoice is submitted by the District. The District will seek preapproval for all repairs estimated to cost over twenty-five hundred dollars (\$2,500).
7. **Insurance – Indemnification.** The District shall maintain in full force and effect during the term of this Agreement, appropriate insurance relative to the services provided hereunder. The Hainesport Fire Company agrees to add the District as an added insured on its general liability policy for the term of this Agreement. The Hainesport Fire Company's insurance policy shall name the District, its officers, employees and agents as additional insureds. A valid Certificate of Insurance shall be provided to the District.
8. **Status of District.** The District is performing services under this Agreement as a public entity pursuant to the Shared Services Act and not as a private independent contractor. The District and its employees, with respect to the services and other activities performed pursuant to this Agreement, shall retain all privileges and immunities accorded to a public entity under the law, including all those afforded a public entity under the New Jersey Tort Claims Act, *N.J.S.A. 59:1-1 et seq.*

9. **Hainesport Fire Company Interest.** The Hainesport Fire Company reserves the option to contract with other providers for the services provided by the District should the Hainesport Fire Company deem it is in the best interests of the Hainesport Fire Company.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and shall not be modified, except in writing and signed by both parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so in accordance with the Statutes, hereunto set their hands and cause their corporate seals to be affixed this 6th day of May, 2015.

Signed, Sealed
and Delivered
in the presence of :

BY:

Michael Fitzpatrick, Mayor
Hainesport Township

ATTEST:

Leo F. Selb, Jr. Municipal Clerk
Hainesport Township

Signed, Sealed
and Delivered
in the presence of :

BY:

Robert Shestack, Chairman
Board of Fire Commissioners
Mount Laurel Fire District #1

ATTEST:

Kenneth S. Jones, Administrator
Mount Laurel Fire District #1

Schedule “A”

Nature of Repair Work

The Mount Laurel Fire Department (MLFD) Motor Maintenance Division (MMD) **will not** provide the following services:

1. Suspension:
 - a. The MLFD MMD will not perform suspension work and/or repairs. However, during a chassis Preventive Maintenance (PM) any detectable problems will be noted. The MMD may coordinate noted repairs with an outside vendor and oversee the repairs at its normal hourly rate. The MLFD MMD will not perform front end alignments.
2. Tires:
 - a. The MLFD MMD will not change tires and/or make repairs. However, any obvious defects will be noted.
3. Engine Trouble Shooting / Diagnostics:
 - a. The MLFD MMD is limited to Cummins Insight software for diagnostics and is not able to provide diagnostics for support vehicles.
4. Air Conditioning:
 - a. The MLFD MMD will not perform any repairs on air conditioning units where it involves removing and/or recharging of the system.
5. Technical calls/call back for emergency repairs:
 - a. The MLFD MMD will not provide technical call support and/or emergency repairs

The MLFD MMD **will** provide the following services:

1. General Vehicle Preventive Maintenance:
 - a. Fluids, filters, light bulbs, switches, knobs, fluid analysis, brake inspections, DC & AC electrical system inspections – consumables and parts used shall be billed at cost
2. Pump Inspection & Testing:
 - a. Perform annual pump inspection & testing
 - b. \$250 per pump (does not include necessary repairs)
 - c. Pump repairs as requested
3. Troubleshooting:
 - a. Troubleshoot problems as requested
4. Outside Resources:
 - a. The MLFD MMD will coordinate the following repairs when necessary;
 - i. Machine work, aluminum fabrications, body work
 - ii. All suspension work
 - iii. Drive line balancing and repairs (MLFD MMD will remove drive line to send out)

- iv. Air conditioning lines, removing and installing refrigerant
- v. Transmission repairs, new installation
- vi. Tire service and repair
- vii. Welding where a welder's certificate is required

5. Brake Inspection & Servicing:

- a. Drum/shoe replacement - consumables and parts used shall be billed at cost
- b. Disc brake rotors & pad replacement - consumables and parts used shall be billed at cost
- c. Test drive & check brake efficiencies

6. Class 3 Leaks:

- a. Replace seals for fluids as requested

7. Generator PM & repair (stand alone or hydraulic driven):

- a. Fluid changes (oil, coolant, fuel, hydraulic fluid), filters – consumables and parts used shall be billed at cost

8. Steering component inspections:

- a. Check for abnormal steering component wear and free play

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RESOLUTION 2015-25

CLOSING OF MEETING PURSUANT TO OPEN PUBLIC MEETINGS ACT

WHEREAS, pursuant to the Open Public Meetings Act, the Board is allowed to engage in an Executive (Closed) Session during any particular meeting when it becomes necessary to discuss matters which the statute allows to be discussed in Executive (Closed) Session; and,

WHEREAS, it is necessary for the Board to discuss various matters regarding personnel, contracts and/or litigation or legal matters and, accordingly, these matters are eligible for discussion by the Board in an Executive (Closed) Session.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Fire District #1, Township of Mount Laurel, Burlington County, New Jersey as follows:

1. The special meeting of May 6, 2015 is hereby closed to the public and will be reopened at such time as the discussions held in Executive (Closed) Session have been completed.
2. The minutes of the Executive (Closed) Session will be revealed to the public at such time as the matters discussed have been resolved.

CERTIFICATION

I, Richard Hamilton, Clerk of the Mount Laurel Board of Fire Commissioners, Fire District #1, Mount Laurel, New Jersey, do hereby certify that this is a true copy of a Resolution adopted by the Board of Fire Commissioners at a special meeting held on May 6, 2015.

Richard Hamilton, Clerk