

# MOUNT LAUREL FIRE DEPARTMENT

Est. 1953

69 Elbo Lane  
Mount Laurel, NJ 08054-9630

Tel: (856) 234-6053  
Fax: (856) 234-3756

## AGENDA

### REGULAR MEETING

Monday, March 20, 2017 @ 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 #2017-21      "Resolution Authorizing Participation of Mount laurel Fire District #1 to Enter Into a Shared Service Agreement with the Township of Westampton.
6. Approval of Meeting Minutes;  

Special Meeting of February 6, 2017  
Regular Meeting of February 21, 2017  
Special Meeting of March 7, 2017
7. Financial Matters;
  - a. Approval of Monthly Bills (March 2017)
  - b. Questions / Comments by Treasurer
8. Monthly Report by Administrator
9. Monthly Report by Chief of Department

10. Standing Committee Reports
11. Other Matters *(if necessary;*
12. Comments of Fire District Professionals
13. Comments of Fire Commissioners
14. Public Participation
15. Resolution #2017-22 "Closing of Meeting Pursuant to Open Public Meetings Act"
16. 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
17. Adjournment of Closed Session
18. Return to Open Session
19. Adjournment of Regular Meeting

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## RESOLUTION 2017-21

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

**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 Township of Westampton will provide for the repair of the Township of Westampton 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 Township of Westampton fire apparatus as agreed upon pursuant to the terms and conditions hereafter set forth in written Agreement;

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

Member	Aye	Nay	Abstain	Absent
David Ridenour				
Rob Shestack				
Richard Hamilton				
Phil Roura				
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 regular meeting held on March 20, 2017.

Richard Hamilton, Clerk

Shared Service Agreement Between  
Mount Laurel Fire District #1  
& Township of Westampton

This agreement made this 20<sup>th</sup> day of March, 2017 by and between Mount Laurel Fire District #1, 69 Elbo Lane, Mount Laurel, NJ 08054 (hereinafter referred to as the “District”) and the Township of Westampton, 710 Rancocas Rd., Westampton, NJ 08060.

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

WHEREAS, the District is prepared to accept the responsibility for the repair of the Township of Westampton 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 Township of Westampton 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 Township of Westampton services relative to 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 Township of Westampton. The Township of Westampton recognizes that the District has finite personnel and resources to provide the agreed upon services and that 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 Township of Westampton. The District shall have full discretion to determine the level of services provided to the Township of Westampton, 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 Township of Westampton 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 facility located at 69 Elbo Lane, Mount Laurel, NJ 08054 and the Township of Westampton agrees to be solely responsible for the transportation or delivery of the fire apparatus to this facility the repairs will be performed. If at any time a repair or service should be completed at the Township of Westampton Fire Department located at 780 Woodlane Road, Westampton, NJ 08060, both the District and Township of Westampton must mutually agree upon this prior to the repairs. Repairs completed at the Township of Westampton Firehouse shall include an additional 30 minutes of labor for each way traveled between the District and Township of Westampton. The District will not in any way schedule for towing, transportation or delivery of fire apparatus. In addition, it is the responsibility of the Township of Westampton to pick-up the fire apparatus after repair.
4. **Liaison & Reporting.** The Township of Westampton 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 Township of Westampton as determined by the Township of Westampton. The District will prepare and submit to the Township of Westampton monthly reports and monthly billing of services provided.
5. **Term and Renewal.** This agreement shall be effective **April 1, 2017** through **December 31, 2017** unless terminated by either party for any reason, in writing upon thirty (30) days notice by either party.
6. **Price – Manner of Payment.** The District shall charge the Township of Westampton a Service Rate of \$75.00 per hour (which includes labor and administrative fees) unless the repair is part of a Warranty Claim with KME Fire Apparatus. The District will charge KME Fire Apparatus directly for all Warranty Claims. The District will charge the Township of Westampton the cost of parts and supplies used at the actual District purchase price for any repairs outside of KME Warranty Claims; however it is preferred that the Township of Westampton establish part accounts and deal with the part vendors directly to obtain parts specific to Township of Westampton fire apparatus. This will be coordinated between the Township of Westampton Liaison and the District. Payment for services provide to the Township of Westampton shall be made monthly to the District within thirty (30) days from date of monthly invoices submitted by the District. The District will seek preapproval for all repairs over an estimated cost of one thousand dollars (\$1,000).
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

Township of Westampton agrees to add the District as an added insured on its General Liability and Commercial Automobile insurance policies for the term of this Agreement. The Township of Westampton policy shall name the District, its officers, employees and agents as additional insured. A valid Certificate of Insurance shall be provided to the District upon the signing of this agreement and annually upon renewal of the Township of Westampton insurance policies.

8. **Status of District.** The District is performing its 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 its services and other activities pursuant to this Agreement 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. **Township of Westampton Interest.** The Township of Westampton reserves the option to contract with other providers for the services provided by the District should the Township of Westampton deem it is in the best interests of the Township of Westampton.
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 **20th** day of **March, 2017**.

Signed, Sealed :  
and Delivered :  
in the presence of:

BY:

\_\_\_\_\_  
C. Andre Daniels, Mayor  
Township of Westampton

ATTEST:

\_\_\_\_\_  
Donna Ryan, Clerk/Administrator  
Township of Westampton

Signed, Sealed :  
and Delivered :  
in the presence of:

BY:

\_\_\_\_\_  
David Ridenour, Chairman  
Board of Fire Commissioners  
Mt. Laurel Fire District #1

ATTEST:

\_\_\_\_\_  
John Colucci, Chief of Department  
Mt. Laurel Fire District #1

## Schedule “A”

### Nature of Repair Work

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

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

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

1. General 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 testing & 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 MM 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 MM 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 2017-22

### *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 regular meeting of March 20, 2017 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 regular meeting held on March 20, 2017.

Richard Hamilton, Clerk