

**MEETING OF THE FIRE COMMISSIONERS OF FIRE DISTRICT NO. 1
UPPER TOWNSHIP, CAPE MAY COUNTY, NJ**

December 19, 2012 – 5:00 PM

ATTENDING: Ken Weaver, Chairman
Edmund Bamford, Jr., Vice Chairman
Donna Diefenderfer, Secretary
Steve Nickelsberg
Michael J. Bohrer, Esq. CPA Commission Accountant

NOT ATTENDING: Ted Kingston (resigned)

Ken called the meeting to order.

TREASURER'S REPORT: Steve moved to pay checks # 4379 to 4385
Ted seconded the motion.

Mike gave us the good news that our budget was approved by the State. He went over the steps again for approval of the Budget.

First, we have a workshop to set up budget;
Next step we have a meeting to approve the Budget;
Then we send Budget to State;
Once approved by State, we adopt the Budget at a meeting.

Mike then reviewed the line items with Steve, since he missed the last couple of meetings.

Mike took a roll call to vote on adopting the Budget.

Ted	Yes
Ken	Yes
Donna	Yes
Steve	Yes

After we voted on the adoption of the Budget, Mike gave Donna the paperwork which needed to be signed, so It could be sent back to the State.

Mike then went over:

Page 9 - Profit and Loss Sheet

Page 2 - Balance Sheet. We have \$38 thousand which has to last until the spring of the year when we get our check from the Township.

Page 10 - Profit & Loss vs. Actual. We are seven thousand, eight hundred dollars to the good. Since the report was compiled, we have written three checks, which will leave us roughly two thousand dollars under budget.

Ken discussed the figures before the three checks were written. Ken moved to transfer money from one line item to another line item where we needed more money. Ted seconded the motion. After discussion, it was agreed that such a move was not necessary and the motion was defeated.

Pages 13 & 14 - Minutes – Ken asked for a motion to approve the minutes of the last meeting.

Ted made the motion; seconded by Steve.

Ken discussed the Commission website. He has given all the documentation for the items to go on the website to Paul Dietrich, Township Engineer.

We need to vote on a resolution for a Shared Services Agreement for the Township to host and update the website. Ken read the resolution (attached) for the agreement and moved to approve it; seconded by Steve.

Roll Call	Ted	yes
	Donna	yes
	Steve	yes
	Ken	yes

We talked about the upcoming Fire Commissioners' Elections on February 16th, 2pm to 9pm.

We discussed a reorganization meeting after the elections, which will be held on March 14th at 5 pm.

Steve moved to adjourn the meeting; seconded by Donna.

ADJOURNED: 5:45 PM
Respectfully Submitted
Donna Diefenderfer, Secretary

UPPER TOWNSHIP FIRE COMMISSION #1 (STRATHMERE)

RESOLUTION # 01-2012

RE: AUTHORIZING SHARED SERVICES AGREEMENT WITH UPPER TOWNSHIP FOR WEBSITE SERVICES

WHEREAS, each NJ Fire District is required to create an internet presence to provide information relating to the Fire District's business in order to comply with PL 2001, C. 167; and

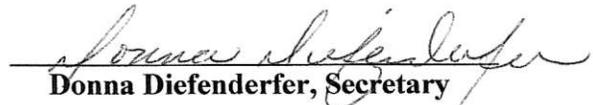
WHEREAS, the Upper Township Committee has indicated a desire to enter into a Shared Services Agreement with the Commission for implementation and routine maintenance of a website page for our Fire District, at no cost to the Fire District, to be linked from the Township's website page, www.uppertownship.com;

NOW, THEREFORE, BE IT RESOLVED by the Fire Commission #1, as follows:

1. SHARED SERVICES AGREEMENT. Pursuant to the provisions of the Uniform Shared Services Act, N.J.S.A. 40A:65-1, et seq., the Fire Commission is hereby authorized and empowered to enter into a Shared Services Agreement with Upper Township for the implementation and routine maintenance of a website page.
2. SERVICES TO BE PROVIDED; CONTRACT. The Shared Services Agreement authorized in paragraph 1 hereof shall cover those services which are enumerated in said Agreement, a copy of which is attached hereto and made part of this Resolution.
3. CONTRACT TERM. The term of the Agreement shall extend from January 1, 2013 to December 31, 2013. Either party may cancel the agreement upon 60 days written notice.
4. SEVERABILITY. If any section, subsection, paragraph, sentence or other part of this Resolution is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Resolution directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Resolution shall remain in full force and effect.
5. EFFECTIVE DATE. This Resolution shall take effect immediately upon final adoption.



Ken Weaver, Chairman



Donna Diefenderfer, Secretary

Resolution # 01-2012

Offered by: Weaver Seconded by: *Nickelsburg*

Adopted: December 19, 2012

Roll Call Vote:

<u>NAME</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
Bamford	X			
Diefenderfer	X			
Nickelsberg	X			
Weaver	X			

Board of Fire Commissioners Upper Township Fire District No. 1
and Township of Upper

SHARED SERVICES AGREEMENT

THIS AGREEMENT, made this 31st day of December, 2012, between the Board of Fire Commissioners Upper Township Fire District No. 1 (FD#1), a body corporate and politic of the State of New Jersey responsible for the governance and operation of the Strathmere Volunteer Fire Company for Upper Township Fire District No. 1 located in the Township of Upper, having its principal offices located at 5 Commonwealth Avenue, Strathmere, New Jersey, 08248 and the TOWNSHIP OF UPPER (the Municipality), whose address is 2100 Tuckahoe Road, Petersburg, New Jersey 08270.

WITNESSETH

WHEREAS, each Fire District is required to create an internet presence to provide information relating to the fire district's business in order to comply with PL 2011, C. 167; and

WHEREAS, the FD#1 has indicated a desire to enter into a Shared Services Agreement with the Municipality for implementation and routine maintenance of a website page for FD#1 linked from the Township's website page, www.uppertownship.com; and

WHEREAS, the Municipality and the FD#1 have deemed it to be in the best interest of the residents of the Township of Upper to provide such services as a cost saving measure for the Municipality's residents; and

WHEREAS, the FD#1 and the Municipality have each adopted resolutions pursuant to such applicable other laws authorizing their respective officers to execute this Agreement and to

provide for the maintenance and repair services described herein; and

WHEREAS, the FD#1 shall determine what information is required to be displayed on the Municipality's website to be in compliance with PL 2011, c.167 and submit said information to the Township in a timely fashion as required.

NOW, THEREFORE, it is agreed, stipulated and understood between the parties, in consideration of the mutual promises and Agreements contained herein, as follows:

1. Nature of Services

1.1. The Parties agree that the Upper Township shall provide labor and equipment to perform the following services:

- a. Develop webpage to display the information as required by PL 2011, c. 167.
- b. On a routine basis update the page with information provided by FD#1.
- c. Updates shall be posted on the webpage typically within seven (7) days unless unforeseen events prevent such action.

1.2. The FD#1 will provide the following information:

- a. Routine updates of the information required under PL 2011, c.167 shall be sent to the Township's webmaster via email.
- b. The electronic documents shall be in pdf format and the file name shall be such that its contents are identifiable by the file name (ie. 10-10-12 minutes.pdf or 2012 adopted budget.pdf)

2. Term

2.1. This Agreement shall extend from January 1, 2013 to December 31, 2013, unless terminated earlier by the parties pursuant to this paragraph or as allowed under this Agreement. The term shall be extendable for an additional six years (through December 31, 2019) upon resolution of both parties.

2.2 This Agreement may be renewed based on authorization and adoption of resolutions by the FD#1 and the Municipality. It is understood that neither the FD#1 nor the Municipality have an obligation to extend services as provided herein.

2.3. This Agreement may be terminated with or without cause by either the FD#1 or the Municipality upon sixty (60) days' written notice.

2.4 This Agreement shall be binding upon, and shall inure to the benefit of, the parties, their respective heirs, administrators, executors, successors and assigns. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege.

3. Scope of Services

3.1 The parties agree that the Municipality, its officers and employees, and the FD#1, its officers and employees, shall discharge their responsibilities to the parties in a manner consistent with and guided by this Agreement and the applicable laws, and each party's good faith determination of appropriate best practices for the maintenance and repair services performed by such party. The parties further agree that the Municipality shall have managerial prerogative and flexibility to determine the contours and implementation of the Municipality's services, including but not limited to the time spent at each party's location.

4. Billing and Compensation

4.1 The Municipality agrees to provide these services to FD#1 at no cost

5. Contact Person

5.1 The Contact person for the FD#1 will be Business Administrator or designee.

a. Fire District Chairman: Ken Weaver

i. Address: PO Box 8, Strathmere, NJ 08248

ii. Phone Number: 609-263-6846

iii. Fax Number: _____

iv. Email: kenweav@comcast.net

b. Secondary Contact: Donna Diefenderfer

i. Address: PO Box 71, Strathmere, NJ 08248

ii. Phone Number: 609-263-3620

iii. Fax Number: _____

iv. Email: Donnad921@comcast.net

5.2. The Contact Person for the Municipality will be the Municipal Engineer.

a. Primary Contact Name: Paul E. Dietrich, Sr. P.E.

i. Address: PO Box 205, Tuckahoe, NJ 08250

ii. Phone Number: 609-628-2012 ext. 244

iii. After Hours Number: 609-425-2867

iv. Fax Number: 609-628-3092

v. Email: engineer@uppertownship.com

b. Secondary Contact Name: Barbara Young, Clerk

i. Address: PO Box 205, Tuckahoe, NJ 08250

ii. Phone Number: 609-628-2805

iii. Fax Number: 609-628-3092

iv. Email: clerk@uppertownship.com

5.3. The parties shall immediately notify each other in the event of any change in their respective designated Contact Person.

5.4. All notices to be provided under this Agreement shall be effective when given in writing and mailed by registered or certified mail, return receipt requested,

postage prepaid, to the addresses set forth in this Paragraph and to the attention of the designated contact persons.

6. Effective Date

6.1. This Agreement shall become effective upon passage of an authorizing Resolution by the Municipality and Resolution by the FD#1 as required by the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.).

7. Other Agreements

7.1 The FD#1 and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services that may be included within the scope of services provided in this Agreement.

8. Indemnification

8.1 The Municipality will not be responsible for the content of the information provided by FD#1 nor the timeliness of the submittal from FD#1.

8.2 No party shall be liable for any negligent, reckless or intentional acts or omissions of any other(s) and each shall indemnify, defend and hold the other(s) harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorneys' fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

8.3. The Parties' mutual obligation under this Paragraph shall survive the execution, delivery, performance, cancellation and termination of this Agreement and any

succeeding documents, and shall be binding upon the heirs, successors, administrators and assigns of each of the parties hereto.

8.4 No party to this Agreement waives any immunity to which it may be entitled pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

9. Insurance

9.1. It is recognized and understood that FD#1 is currently insured with policies that shall include, without limitation, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles as mutually agreed upon. FD#1 shall provide the Municipality with certificates of insurance setting forth the above coverage and naming the Municipality as additional insured promptly upon the execution of this Agreement.

9.2. In the event either party ceases to participate in its insurance program as is in effect on the date of this Agreement, such party shall provide alternative insurance comparable to the coverage in effect on the date of this Agreement subject to the approval of the other parties, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Approval.

10.1 This Agreement may only be modified in writing, duly authorized and signed by the parties' authorized representatives. All modifications must be approved in form, content and legality by their respective solicitors, and that this Agreement has been approved at a formal and duly noticed public meeting

11. Authorization

11.1. Each party represents and warrants to the other that all municipal or FD#1 action

necessary to enter into and perform all obligations required by this Agreement has been validly taken and that the undersigned are authorized to execute this Agreement.

12. Governing Law

12.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. No Assignments

13.1. One party without the written consent of the other may not assign this Agreement.

14. Entire Agreement

14.1. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms herein control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereon.

15. Severability

15.1. The provisions of this Agreement are independent of and separable from each other. If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

16. Conflicts and Savings Clause

16.1. The parties hereto understand that this Agreement is entered into pursuant to the laws, rules and regulations of the State of New Jersey. This Agreement, and the performance of the administrative services as envisioned hereby, shall be subject to such laws, rules, and regulations and be governed thereby. To the extent that any provision of this Agreement is inconsistent with such laws, rules and regulations, it shall be deemed void and inapplicable, and the conduct of the parties shall be governed accordingly. This Agreement shall be interpreted consistent with such laws, rules and regulations.

16.2. Any breach of the representations or warranties contained in this Agreement will result in the immediate termination of this Agreement.

17. Force Majeure

17.1. In the event that either party is unable to keep and perform any of its covenants, obligations, or agreements under this Agreement by reason of labor troubles or any other causes, including but not limited to, governmental action or preemption, act of God, war or civil commotion, the offended Party shall provide the other Party with a reasonable extension of time to perform the services.

18. Notice on Website

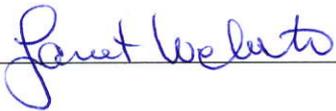
18.1 The website shall contain the following clear and conspicuous notice: **Upper Township Fire District #1 is a separate legal entity apart from the Township of Upper. Upper Township Fire District #1 is responsible for all content on this site.**

IN WITNESS WHEREOF, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

**Board of Fire Commissioners
Upper Township Fire District No. 1**

12-31-2012
Date

By: 
Chairman

ATTEST: 

Approved as to Form and Legality:


FD#1 Counsel *Michael J. BOHRER, ESQ., CPA*
ATTORNEY-AT-LAW
STATE OF New Jersey

MUNICIPALITY

12-17-12
Date

By: 
Richard Palombo
Mayor

ATTEST: 
Barbara L. Young, RMC
Municipal Clerk

Approved as to Form and Legality:


Daniel J. Young
Municipal Solicitor