

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

December 18, 2014 – 5:00 PM

PRESENT: Ken Weaver, Chairman, Presiding
Randy Roash, Vice Chairman
Donna Diefenderfer, Secretary
Karen Mitchell, Treasurer (by video phone)
Steve Nickelsberg, Commissioner
Michael J. Bohrer, Esq. CPA – Accountant

Bruce Riordan, SVFC Fire Chief
Lyn Tetteimer, SVFC Treasurer
Ed Scanlon, SVFC Deputy Chief

Ken called the meeting to order.

TREASURER'S REPORT: Steve moved to pay checks # 4629 to 4636.

Randy seconded the motion. Motion approved.

Ken asked if there were any additions or corrections to the minutes of the November 20 meeting. Randy moved to approve the minutes; seconded by Steve. Motion approved.

Mike reviewed expenditures vs. budget year-to-date, and reported that we have \$44,573.36 in checking, savings and CD's. He pointed out that the checking account shows an overdraft. He explained that we have a CD coming due on Monday, December 22, and those funds will be deposited into our accounts before the outstanding checks are mailed.

These funds must last until we get the 2015 check from the Township in April or May.

Page 10 of the financial package shows we have \$11,543 left in the 2014 budget. Bruce indicated that the generator on 931 needs to be replaced. Karen moved to approve the 2014 expenditure to replace the generator from funds remaining in the Repairs and Maintenance account. Seconded by Steve; motion approved.

The Commission discussed switching amounts in some budget line items to be more in line with actuals, and decided not to change anything.

Bruce led a discussion about buying new hose; a lot of the hose on our trucks failed an inspection. Bruce suggested we buy \$3500 to \$4500 of hose this year, and buy the remaining hose required in 2015. Steve moved to buy half the hose we need this year; seconded by Randy. Motion carried.

Ken then asked for a vote on Resolution 01-2014 (attached), extending the Shared Services Agreement with Upper Township for website services. The votes were:

Ken:	Yes	Steve:	Yes
Randy:	Yes	Donna:	Yes
Karen:	Yes		

Mike then discussed appointing James H. Pickering, Jr., Esquire, as our attorney on an as-needed basis. The fee would be \$150 per hour. Ken asked for a vote on Resolution 02-2014 (attached). The votes were:

Ken:	Yes	Steve:	Yes
Randy:	Yes	Donna:	Yes
Karen:	Yes		

Ken moved to adjourn the meeting, seconded by Steve. Motion carried.

The next meeting will be held at the Firehouse at 5:00 pm on January 15, 2015.

Respectfully Submitted
Donna Diefenderfer, Secretary

UPPER TOWNSHIP FIRE COMMISSION #1 (STRATHMERE)

RESOLUTION # 01-2014

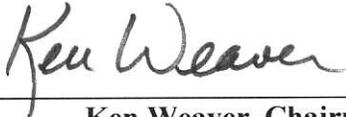
RE: AUTHORIZING AN AMENDMENT EXTENDING A SHARED SERVICES AGREEMENT WITH UPPER TOWNSHIP FOR WEBSITE SERVICES

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

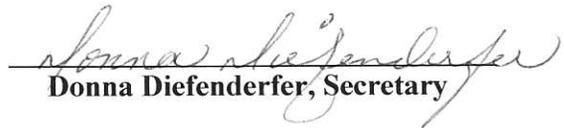
WHEREAS, the Upper Township Committee has indicated a desire to continue a Shared Services Agreement with the Commission for implementation and routine maintenance of a website page for our Fire District, at no cost to the Fire District, to be included in the Township's website page, www.uppertownship.com;

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 extend for one year 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.
3. CONTRACT TERM. The term of the Agreement shall extend from January 1, 2015 to December 31, 2015.
4. EFFECTIVE DATE. This Resolution shall take effect immediately upon final adoption.



Ken Weaver, Chairman



Donna Diefenderfer, Secretary

Resolution # 01-2014

Offered by: Weaver Seconded by:

Adopted: December 18, 2014

Roll Call Vote:

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

UPPER TOWNSHIP FIRE COMMISSION #1 (STRATHMERE)

RESOLUTION # 02-2014

RE: AUTHORIZING A CONTRACT WITH JAMES H. PICKERING, JR., ESQUIRE
AS SOLICITOR FOR THE COMMISSION

WHEREAS, the Fire Commission 1 of Upper Township wishes to appoint a Solicitor to represent it on an "as-needed" basis, and

WHEREAS, the Commission has determined that attorney James H. Pickering, Jr., Esquire, meets the requirements desired for that position;

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

1. The Commission will contract with Mr. Pickering for services as stated in the attached "Contract for Professional Services"
2. CONTRACT TERM. The term of the Contract shall extend from adoption of this resolution (December 18, 2014) until terminated by either party.
3. TERMINATION OF CONTRACT. Either party can terminate the contract upon giving written notice to the other.



Ken Weaver, Chairman



Donna Diefenderfer, Secretary

Resolution # 02-2014

Offered by: Weaver Seconded by: Nickelsberg

Adopted: December 18, 2014

Roll Call Vote:

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

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract"), made this 18th day of December, 2014, by and between the Upper Township Fire District #1, c/o Michael J. Bohrer, Esquire, CPA, 820 South Shore Road, P.O. Box 855, Marmora, NJ 08223 (hereinafter referred to as "District") and James H. Pickering, Jr., Esquire, with offices located at 498 Kings Highway, P.O. Box 100, South Seaville, New Jersey 08246 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the District desires to hire the Contractor as the Solicitor to perform those services as set forth in this Contract; and

WHEREAS, the Contractor desires to be the Solicitor for the District in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the District and the Contractor, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. Contractor, pursuant to duly published notice of award per District Resolution 2014-2 accepting professional services ("Resolution"), adopted Dec 18, 2014, and which Resolution is herein incorporated by reference thereto, agrees to perform all work and/or services required by the Resolution and this Contract, and to otherwise comply with all requirements contained therein. The scope of services to be performed by Contractor shall be to be the Solicitor as needed by the District.
2. Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of his Contract, or any part thereof, or its rights, title or interest therein, without first obtaining the written consent of the District. All work performed under this contract shall be by

attorneys employed by the Contractor, provided they are licensed to practice law and in good standing in the State of New Jersey; provided, however, that all such work is performed under the direct supervision of James H. Pickering, Jr., Esquire. Notwithstanding the above, James H. Pickering, Jr., Esquire shall make all required appearances at meetings/hearings in connection with the Contract.

3. Contractor and District agree that time is of the essence in the faithful performance of this Contract.

4. Contractor hereby represents that all attorneys employed by Contractor are in good standing with the State of New Jersey, and possess all the requisite licenses and permits to perform all work contemplated under the terms of this Contract, and will so continue to be throughout the duration of this Contract.

5. The terms of this Contract shall commence immediately and it shall continue until terminated by either party; either party can terminate this Contract upon providing written notice to the other at the address set forth above.

6. In consideration for Contractor faithfully performing its obligations under this Contract, District agrees to compensate Contractor and all attorneys in the firm at an hourly rate of \$150.00 for attending meetings, noticing as required and requested, and other services as directed by the District, which bills are payable upon receipt of itemized bills. The District agrees to compensate Contractor at an hourly rate of \$75.00 for travel time to and from required meetings.

7. Contractor shall receive messages and work with the Fire Commissioners, who shall be the District's representatives.

8. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor or Subcontractor, where applicable, will not discriminate against

any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and selection for training, including apprenticeship; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

(b) The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

(c) The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer and advising the labor union or workers' representative of Contractor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor or Subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The Contractor or Subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.S.A. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The Contractor or Subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) The Contractor or Subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex and conform with the applicable employment goals, consistent with the statutes and Court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

(h) The Contractor or Subcontractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.O. 1975, c. 127, and public agencies shall furnish information as may be requested by the Affirmative

Action Office for conduction of a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17:27.

9. This Contract represents the entire agreement by and between the parties and may only be amended by a written instrument signed by the parties.

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

**MANDATORY AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES PROCUREMENT
PROFESSIONAL AND SERVICE CONTRACTS**

The Contractor and the District do hereby agree that the provisions of Title 11 of the Americans with Disability Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this Contract. In providing any aid, benefit or services on behalf of the District pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during performance of this Contract, the Contractor shall defend the District in any action or administration proceedings commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the District, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the District's grievance procedure, the Contractor agrees to abide by any grievance procedure. If any action or administrative proceeding results in an award of damages against the District or the District incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The District shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the District or any of its agents, servants and employees, the District shall expeditiously forward or have forwarded to the Contractor every demand, Complaint, Notice of Summons, pleading or other process received by the District or its representatives.

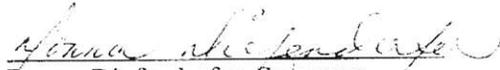
It is expressly agreed and understood that any approval by the District of the services provided by the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the District pursuant to this paragraph.

It is further agreed and understood that the District assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the District from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written, pursuant to Resolution 2014-2.

Signed, sealed and delivered in the presence of:

ATTEST:

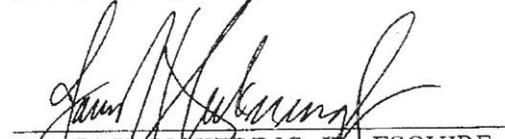

Donna Diefenderfer, Secretary

UPPER TOWNSHIP FIRE DISTRICT #1


Ken Weaver Chairman

ATTEST:


James H. Pickering, Jr., Esquire


JAMES H. PICKERING, JR., ESQUIRE