

Board of Fire Commissioners  
Fire District # 4  
Seaville Fire and Rescue Company

December 18, 2012

**Called to Order:** 7:34pm

**In Attendance:** Webb, Spiegel, Mason Sr., Knobb

**Read Minutes from Last Month:** Approved 1<sup>st</sup> Knobb, 2<sup>nd</sup> Webb

**Treasurer's Report:** Approved 1<sup>st</sup> Knobb, 2<sup>nd</sup> Spiegel

**Old Business:**

- Mason Jr. made contact with Glacier, all billing is normally paperless, as a way of saving money, will look into the issue and see if there is a way around the problem.
- Agreement with Township looks good for putting materials on website. No changes necessary according to attorney.

**New Business:**

- Agreement to be put on Township website for no fee, a one year agreement as mandated by State. Communication will be via email. Approved. 1<sup>st</sup> Knobb, 2<sup>nd</sup> Spiegel
- Resolution: Transfer money for narrow banding of radios. The transfer will take place from account 9 to account 12, total transferred is \$10,000. Approved. 1<sup>st</sup> Knobb, 2<sup>nd</sup> Spiegel.
- Resolution: All accounts with surplus move into accounts with negative. Approved. 1<sup>st</sup> Knobb, 2<sup>nd</sup> Spiegel.

**Open to Public:**

- On behalf of the fire company, they commend the commissioners on a job well done and keep moving forward into 2013
- The fire company commends Mr. Webb for his outstanding efforts and dedication for all time put in being the treasurer of commissioners.

**Adj:** at 8:00, Approved. 1<sup>st</sup> Spiegel, 2<sup>nd</sup> Knobb

Nov. 20, 2012  
Dec. 17, 2012

Treasure Report  
Board of Fire Commissioners  
Fire District # 4  
Seaville Vol. Fire & Rescue Co., Inc.

Previous Bank Balance:	\$	194,321.81
Deposit in Account:	\$	0.00
Bills Paid This Month:	\$	(167,725.95)
Interest Earned This Month:	\$	122.19
Bank Charges This Month: Excess Check Charge:	\$	(0.00)
Bal. In Cape Savings Bank:	\$	26,718.05
Total Interest Year to Date:	\$	1,351.94

In compliance with the requirements of New Jersey Statutes 40A: 12-89, the signatures below, of the three (3) members of the Board of Fire Commissioners of Upper Township Fire District # 4, being a majority of said board, constitute your warrant to disburse the money of said district in payment of the bills listed on Account Quick Report Attached.

Signed by: # 1 David M. ...

# 2 ...

# 3 ...

**Board of Fire Commissioners Upper Township Fire District No. 4**  
**and Township of Upper**

**SHARED SERVICES AGREEMENT**

THIS AGREEMENT, made this 17 day of December, 2012, between the Board of Fire Commissioners Upper Township Fire District No. 4 (FD#4), a body corporate and politic of the State of New Jersey responsible for the governance and operation of the Seaville Volunteer Fire Company for Upper Township Fire District No. 4 located in the Township of Upper, having its principal offices located at 36 Route 50, Seaville, New Jersey, 08230 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#4 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#4 linked from the Township's website page, [www.uppertownship.com](http://www.uppertownship.com); and

**WHEREAS**, the Municipality and the FD#4 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#4 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#4 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#4.
- c. Updates shall be posted on the webpage typically within seven (7) days unless unforeseen events prevent such action.

1.2. The FD#4 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#4 and the Municipality. It is understood that neither the FD#4 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#4 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#4, 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#4 at no cost

**5. Contact Person**

5.1 The Contact person for the FD#4 will be Business Administrator or designee.

a. Fire District Chairman: Dave Mason, Sr.

i. Address: 36 Route 50, Seaville, NJ 08230

- ii. Phone Number: 609-425-6403
- iii. Fax Number: 609-624-1911
- iv. Email: Commissioners@seavillefirerescue.com

b. Secondary Contact: Robbie Spiegel

- i. Address: 36 Route 50, Seaville, NJ 08230
- ii. Phone Number: 609-624-0122
- iii. Fax Number: 609-624-1911
- iv. Email: Rspiels14@hotmail.com

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. iv. 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#4 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#4 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#4 nor the timeliness of the submittal from FD#4.

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#4 is currently insured through 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#4 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#4 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 #4 is a separate legal entity apart from the Township of Upper. Upper Township Fire District #4 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. 4**

12-17-12  
Date

By: David Mason Sr.

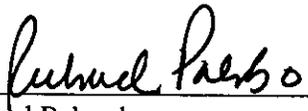
ATTEST: 

Approved as to Form and Legality:

\_\_\_\_\_  
FD#4 Counsel

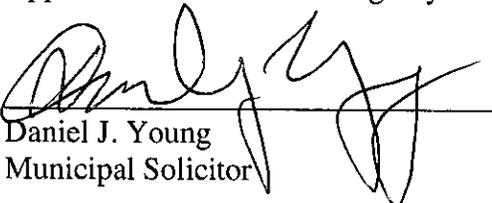
**MUNICIPALITY**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Bollinger, Inc.  
101 JFK Parkway  
Short Hills, NJ 07078-5000  
Linda Krsulic

973-467-8005  
973-921-2876

CONTACT NAME:  
PHONE (A/C, No, Ext):  
E-MAIL ADDRESS:  
FAX (A/C, No):

INSURED  
Seaville Vol Fire & Rescue Co  
Board of Fire Commissioners  
Upper Twp Fire District #4  
36 Route 50  
Seaville, NJ 08230

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		MEPK06745407	06/03/12	06/03/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liability			SAME	06/03/12	06/03/13	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$ 10,000,000
I	AUTOMOBILE LIABILITY	X		MEPK06745407	06/03/12	06/03/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X		MEUM06485007	06/03/12	06/03/13	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> RETENTION \$ NIL						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Township of Upper, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are additional insureds for covered claims, but solely to the extent that the Named Insured is legally obligated by written contract. RE: Shared Services Agreement webpage

### CERTIFICATE HOLDER

### CANCELLATION

T-----  
Township of Upper  
PO Box 205  
Tuckahoe, NJ 08250

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE

Resolution 12/18/12

A mandate by the Federal Communication Commission makes it mandatory that all Radio systems, pagers, transmitters and monitors used for two way communications must be changed from a full band system to a narrow band system by December 31, 2012. If the conversion is not complete by this date then the organization is subject to penalties as set forth by the FCC.

On November 27, 2012 Seaville Fire Rescue Company, Inc. had all the necessary equipment converted to narrow band. Any equipment that could not be converted ,due to age or style, was replaced by new equipment. This was completed by Wireless Communications & Electronics.

The total cost for the conversion was \$ 9,991.20. This expense was not placed in the 2012 budget as a line item, due to the fact that the new law had not been mandated at the time of the budget proposal.

Be it resolved that the Board of Fire Commissioners create a 2012 line item in Account 12 - Maintenance & Repair of Radio Equipment and listed as account 12-~~7~~, FCC Narrow band requirement. Be it also resolved a total of \$ 10,000.00 be transferred from unused funds in Account 9-1 to Account 12-~~7~~. The unused fund was due to conversion to solar panels, for our electrical use, and a savings in utility company billing.

This resolution was voted upon on December 18, 2012 at a regular scheduled commissioners meeting.

Voice Vote:

	Yes	No
D. Mason Sr.	<u>yes</u>	_____
D. Mason Jr.	<u>Absent</u>	_____
D. Knobb	<u>yes</u>	_____
R. Spiegel	<u>yes</u>	_____
C. Webb	<u>yes</u>	_____

Resolution 12/18/12 – 1

This resolution will give the authority to the Commission Treasurer to transfer all unused account balances, in any Account with a surplus, to accounts that have a negative balance as of December 30, 2012.

Account 13 – Contingency Fund of \$ 3,500.00 will be forward into the 2013 budget, also \$ 1,000.00 will be transferred from interest accrued in the checking account to the 2013 budget for a total of \$ 6,000.00.

As of December 31, 2012 the Balance in the 2012 budget will be \$ 0.00 with all funds accounted for.

Voice Vote	Yes	No
D. Mason, Sr.	<u>yes</u>	_____
D. Mason, Jr.	<u>Absent</u>	_____
D. Knobb	<u>yes</u>	_____
R. Spiegle	<u>yes</u>	_____
C. Webb	<u>yes</u>	_____



**Certification - Proof of Publication**

Lauren Masco of lawful age, acting in her capacity as an employee of South Jersey Publishing Company, Inc. d/b/a The Press of Atlantic City, a daily newspaper printed and published c/o 1000 West Washington Avenue, Pleasantville, New Jersey 08232, and distributed in the following counties: Atlantic, Camden, Cape May, Cumberland, Gloucester, and Ocean and mailed to various parts of the State of New Jersey, the United States, and foreign countries, does hereby certify that the Notice accompanying this Certification was published in The Press of Atlantic City on :

Ed. 1: 12/18/2012

All interested parties may rely upon the representations contained herein limited solely to the authenticity of the Notice accompanying this Certification to be an accurate reproduction of the same and the date upon which it was published.

Dated: 12/18/2012.

Lauren Masco



**PUBLIC NOTICE  
BOARD OF FIRE COMMISSIONERS  
UPPER TOWNSHIP  
FIRE DISTRICT NO. 4**

**PLEASE TAKE NOTICE** that the Board of Fire Commissioners of Upper Township Fire District No. 4 will hold a Public Hearing for the purpose of obtaining public comment on the Fire District's 2013 Budget on January 15, 2013 at 7:30 p.m. in the Seaville Fire House located on Route 50 in Seaville, New Jersey. Copies of the approved Budget will be available from January 7, 2013 through January 15, 2013. To arrange to pick up a copy of the Budget at the Seaville Fire House, please call 624-0122.

JOSEPH P. McGROARTY, ESQUIRE  
Attorney for the Upper Township  
Fire District No. 4

**NOTICE OF ELECTION  
UPPER TOWNSHIP  
FIRE DISTRICT NO. 4**

**PLEASE TAKE NOTICE** that all legal voters of Upper Township Fire District No. 4 may vote in the annual election of the District on February 16, 2013, from 2:00 p.m. through 9:00 p.m. in the Seaville Fire House on Route 50 in Seaville, New Jersey. The purposes of the election are to decide whether the 2013 Budget of the Fire District should be finally adopted, and to elect two (2) members to the Board of Commissioners of the Fire District for a regular 3 year term. Terms of commissioners begin and end on the first Tuesday in March.

**PLEASE TAKE FURTHER NOTICE** that eligible residents of the Fire District desiring to have their names, or any other resident's name, placed upon the ballot for the election to the Board of Fire Commissioners of Upper Township Fire District No. 4 shall submit the verified petition required by applicable law to Dave Mason, Jr., Secretary of the Fire District, at least twenty-eight days before the date of the annual election, that is, on or before January 19, 2013. Persons desiring to submit petitions may either hand deliver them to the Seaville Fire House of the above address or mail them to Dave Mason, Jr., Secretary, Upper Township Fire District No. 4, P.O. Box 507, Oceanview, New Jersey 08230.

JOSEPH P. McGROARTY, ESQUIRE  
Attorney for the Upper Township  
Fire District No. 4  
Printer Fee: \$36.76  
#0090732316  
Pub Date: December 18, 2012