

**Board of Fire Commissioners
Fire Dist. #4
Seaville, NJ**

May 15, 2012

In Attendance: D Mason Jr, D Mason Sr, C Webb

Call to Order: 7:32

Minutes: Read and Approved Webb/Mason Sr

Treasurer: Read and Approved Mason Jr/Mason Sr

Old Business: Auditor should almost be done. Had to give him a few things. Also gave them a report for LOSAP

Fire Protection Agreement was signed. Had one correction in amount of F.P.A from \$77,809 to \$77,574 D Mason Sr and Pres. B Allegretto initialed it and witnessed by C Webb. (As per Election Ballot)

Fire Co did get new mortgage, it also includes the solar panels

New Business: N/A

Open to Public: N/A

Adj: 7:44 Webb/Mason Sr

Apr. 17, 2012
May 14, 2012

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

Previous Bank Balance:	\$	2,624.85
Deposit in Account:	\$	491,796.00
Bills Paid This Month:	\$	(35,525.83)
Interest Earned This Month:	\$	0.76
Bank Charges This Month: Excess Check Charge:	\$	(0.00)
Bal. In Cape Savings Bank:	\$	458,895.78
Total Interest Year to Date:	\$	5.72

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 S. Mason*

2 *David Mason*

3 _____

AGREEMENT

THIS AGREEMENT made this 15 day of May, 2012, between the **COMMISSIONERS OF FIRE DISTRICT NO. 4**, in the Township of Upper, Cape May County (hereinafter referred to as "Commissioners"), and **SEAVILLE VOLUNTEER FIRE COMPANY, INC.** (Hereinafter referred to as "Fire Company").

WITNESSETH:

WHEREAS, N.J.S.A. 40A:14-68 authorizes the governing body of a municipality to contract with volunteer fire companies within the municipality for the purposes of extinguishing fires, upon such terms and conditions as shall be deemed proper; and

WHEREAS, N.J.S.A. 40A:14-81 invests the commissioners of a fire district with the same powers, duties and functions within the fire district and to the same extent as municipalities relating to the prevention and extinguishment of fires and the regulation of fire hazards; and,

WHEREAS, the Commissioners have negotiated an agreement with the Fire Company within its jurisdiction upon terms that are fair and proper for the provision of fire protection services to the fire district.

WHEREAS, the Commissioners and Fire Company, in consideration of the payment to made as herein described and the exchange of mutual promises, represent and agree as follows:

1. Fire Company will extinguish fires within the fire district or pursuant to mutual aid agreements which have been entered into by the Fire Company with the concurrence of the Commissioners. Copies of all such contracts or agreements shall be furnished to the Commissioners. For purposes hereof, the term "extinguishing fires" shall be used in its broadest and most universal sense. Nothing in this paragraph shall in any way hinder the chief of the volunteer fire company, or those acting on his behalf, from rendering emergency assistance to protect life and property outside the normal territorial jurisdiction of Fire District No. 4.

2. Nothing herein shall be construed to increase any liability on the part of the Fire Company to the public for errors or omissions in the performance or nonperformance of its duties hereunder or pursuant to any other requirement.

3. The members of the Fire Company, in performing fire duties, shall be deemed to be exercising a governmental function.

4. The firefighter members of the Fire Company shall be under the supervision and control of the chief of the Fire Company, but the Fire Company may not take any actions which are contrary to law or to the bylaws or official actions of the Commissioners. The Commissioners shall act in an advisory capacity with the Fire Company and shall not interfere with or seek to regulate the internal administration of the Fire Company. Nothing herein contained shall be deemed to authorize the

Commissioners to direct the actions of the fire officials or firefighters at a fire scene or to act contrary to the statutory command authority of the fire chief at the fire scene.

5. Fire Company shall perform such other duties, directly or indirectly related to the extinguishment of fires, as may be requested from time to time by the Commissioners.

6. In addition to the payment to be made by the Commissioners to the Fire Company pursuant hereto, the Commissioners shall provide funds for the purchase of liability insurance coverage for the Fire Company and its firefighters while engaged in firefighting duties, including, but not limited to, their use of apparatus, vehicles and equipment owned by the Fire Company; and for property damage and liability insurance for the Seaville Fire House and any additions thereto.

7. The Commissioners shall reimburse firefighters for any losses incurred while engaging in fire duty, subject to reasonable proof of the value of such losses, except for those losses and expenses for which reimbursement shall be provided by insurance.

8. The Commissioners shall pay the Fire Company the amount of ~~\$77,809.00~~ ^{\$77,574.00} for the period from March 1, 2012 through February 28, 2013, as reimbursement for the expenses of providing fire protection for the district.

DM
TJ

9. The payment to be made hereunder is dependent upon the Fire Company maintaining an adequate firefighter corps and an available manpower response during all hours of the day. In determining the adequacy of the firefighting corps and of the available manpower response, mutual aid agreements shall be taken into consideration.

10. Commissioners may, but shall not be required to, provide life and health insurance for the members of the Fire Company. Any insurance, once in force, may not be terminated by the Commissioners except by formal vote at the public hearing on the fire district's annual budget, which will be held on January 15, 2013. The Commissioners must give notice to the Fire Company of their intention to terminate any insurance at least thirty (30) days prior to the public hearing at which the formal vote will occur. If the Commissioners vote to terminate the insurance, such termination shall be not be effective until March 1, 2013. Unless the Commissioners terminate the insurance in compliance with this paragraph, then such insurance shall continue in place until March 1, 2014.

11. Fire Company will house any apparatus, vehicles or equipment furnished by the Commissioners in a safe and secure manner and will maintain, store and use said apparatus only in accordance with procedures established by the Fire Company and agreed to by the Commissioners.

12. This contract is contingent upon adequate funding being provided in the annual budget and by appropriation of the Commissioners.

13. Unless the other party furnishes sixty (60) days' notice of nonrenewal of this Agreement prior to its expiration, this Agreement shall continue on a monthly basis following the expiration date herein provided, and same shall be subject to termination by either party upon thirty (30) days' notice.

14. Fire Company may not hire or employ any person to perform any firematic function of the Fire Company, but the Commissioners may provide paid employees for use by the Fire Company provided that the requirement of L. 1979, c.453, and subsequent amendments, if any, are observed, and provided further that said employees are approved by the Fire Company.

15. The meeting room at the Seaville Fire House shall be available for the use of the Commissioners for its regularly scheduled evening meetings, for the annual election meeting, and for special meetings, provided that such special meetings do not conflict with other activities previously scheduled by the Fire Company for said room. In addition, an office on the second floor of the Firehouse has been designated for use by the Fire Commissioners. The Board of Fire Commissioners are authorized to use this office.

16. All duties, obligations and activities of the parties pursuant to this Agreement shall be exercised reasonably and in good faith.

